



**CITY OF
BLOOMINGTON
COUNCIL MEETING
FEBRUARY 11, 2019**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

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

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

Ward 1 - Jamie Mathy
Ward 2 - Dave Sage
Ward 3 - Mboka Mwilambwe
Ward 4 - Amelia Buragas
Ward 5 - Joni Painter
Ward 6 - Karen Schmidt
Ward 7 - Scott Black
Ward 8 - Diana Hauman
Ward 9 - Kim Bray

City Manager - Tim Gleason

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:
Service, Rank, and Authority
Growth and Diversity
A Friendly and Safe Community
A Positive, Upward Movement and
Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION

To lead, serve and uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

-  Financially Sound City Providing Quality Basic Services
-  Upgrade City Infrastructure and Facilities
-  Grow the Local Economy
-  Strong Neighborhoods
-  Great Place - Livable, Sustainable City
-  Prosperous Downtown Bloomington

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 11, 2019, 6:00 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/Proclamations
6. Public Comment
7. Consent Agenda
 - A. Consideration of approving the Minutes of the January 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*
 - B. Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$7,846,026.30, as requested by the Finance Department. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,846,026.30, and orders drawn on the Treasurer for the various amounts as funds are available.)*
 - C. Consideration of approving appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommend Tim Gleason be appointed to the Central Illinois Regional Broadband Network Board (CIRBN) and Angie McLaughlin be appointed to the John M. Scott Health Care Commission.)*
 - D. Consideration of an Interlocal Agreement with McLean County regarding the 2018 Byrne Justice Assistance Grant Program Award, as requested by the Police Department. *(Recommend the Interlocal Agreement with McLean County for the Justice Assistance Grant be approved, and the Mayor, City Attorney, and Interim City Clerk be authorized to execute the Agreement and authorize the Police Department to accept the funds when awarded.)*
 - E. Consideration of an Intergovernmental Agreement with the McLean County for Booking Fees, in the amount of \$27,720 annually, as

requested by the Police Department. *(Recommend The Intergovernmental Agreement with the McLean County for Booking Fees be approved and the Mayor, the Chief of Police and Interim City Clerk be authorized to execute the Agreement.)*

- F. Consideration of a Resolution approving the 2019 John M. Scott Health Trust Grant Awards and Programmatic Agreements in the amount of \$305,001, as requested by the Community Development Department - Office of Grants Administration. *(Recommend the Resolution approving the 2019 John M. Scott Health Trust Grant Awards and Programmatic Agreements be approved, and the Mayor and Interim City Clerk be authorized to execute all necessary documents.)*
- G. Consideration of a Resolution authorizing a Change Order, in the amount of \$163,362, for the FY 2019 Sewer Rehabilitation Agreement awarded to Hoerr Construction, Inc., on November 26, 2018 (Bid No. 2019-18), for the purpose of funding manhole rehabilitation within the project site, as requested by the Public Works Department. *(Recommend the Resolution authorizing a Change Order in the amount of \$163,362 for the FY 2019 Sewer Rehabilitation Agreement awarded to Hoerr Construction, Inc. be approved and the Mayor and Interim City Clerk be authorized to execute the Resolution.)*
- H. Consideration of an Ordinance amending Ordinance 2017-11 and providing an additional year for the completion of certain public improvements in the Third Addition to Shirk Commercial Subdivision, as requested by the Community Development Department. *(Recommend the Ordinance amending Ordinance 2017-11 and providing an additional year for the completion of certain public improvements in the Third Addition to Shirk Commercial Subdivision be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of adopting an Ordinance approving an Amendment to the Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City's rental payment for FY 2020 by \$94,074, as requested by the Legal Department. *(Recommend the Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement be entered into between Public Building Commission of McLean County be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 26 in Block 2 in Camp Kickapoo from Anvil Real Estate, Inc. to Lezlee K. Dillon, as requested by the Public Works Department. *(Recommend*

the Lake Lease Transfer be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)

8. Regular Agenda

- A. Consideration of approving an Ordinance Amending Chapters 2 and 22 of the Bloomington Municipal Code creating a Technology Commission. *(Recommend the Ordinance Amending Chapters 2 and 22 of the City Code to Create a Technology Commission be approved and authorize the Mayor and Interim City Clerk to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager; Presentation by Jamie Mathy, Alderman, 5 minutes; and City Council discussion, 5 minutes.)*

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

CONSENT AGENDA

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the January 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

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.

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:

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized, looping flourish at the end.

Tim Gleason,
City Manager

Attachments:

- CLK 1A - MINUTES January 28, 2019 Regular City Council Meeting



Meeting Minutes

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 28, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:02 p.m., Monday, January 28, 2019.

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, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Jeff Jurgens, Corporation Counsel; George Boyle, Asst. Corporation Counsel; Jim Karch, Public Works Director; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff.

Recognition/Appointments

A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers who have completed probation:

i. Ashley Stacey

Chief Wheeler and many other Bloomington Police Officers came forward to introduce and welcome Officer Stacey to the Bloomington Police Department. Mayor Renner read and presented the Certificate to Officers to Officer Stacey.

B. Presentation of Bloomington Firefighters who have completed a one-year probation:

i. Derick Riordan

Chief Mohr and many other Bloomington Fire Fighters came forward to introduce and welcome Fire Fighter Riordan to the Bloomington Fire Department. City Clerk Leslie Yocum, came forward and swore Fire Fighter Riordan in as a Fire Fighter for Bloomington Fire Department.

C. Appointments approved by City Council at the January 14, 2019 meeting.

Amelia Buragas was reappointed to the Bloomington-Normal Economic Development Council Board and Robert Fazzini was appointed to the Public Building Commission.

Public Comment

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

David Kobus

Consent Agenda

Alderman Schmidt made a motion, seconded by Alderman Painter that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7H and 7F.

Item 7A. Consideration of approving the Minutes of the January 14, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*

Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,429,363.22, as requested by the Finance Department. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,429,363.22, and orders drawn on the Treasurer for the various amounts as funds are available.)*

Item 7C. Consideration of approving a bid (BID #2019-24) and contract from Coker Family Inc., d/b/a Battery Specialists + Golf Cars to purchase a new fleet of golf carts for The Den at Fox Creek, in the amount of \$153,274.35, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the bid (BID #2019-24) from Coker Family Inc., d/b/a Battery Specialists + Golf Cars, in the amount of \$153,274.35, for the purchase a fleet of 64 golf carts at The Den at Fox Creek and an Agreement for same be approved, and the City Manager and Interim City Clerk be authorized to execute the agreement with Coker Family Inc.)*

Item 7D. Consideration of approving the 2019 John M. Scott Health Trust Grants Program Policies and Procedures, as requested by the Community Development Department - Office of Grants Administration. *(Recommend the 2019 John M. Scott Health Trust Grants Program Policies and Procedures be approved.)*

Item 7E. Consideration of a Resolution Waiving the Formal Bidding Process to approve a Contract with Infrastructure Solutions, Inc. to provide Decision Optimization Technology Roads Software and Associated Services, in the amount of \$33,700, with future annual maintenance license costs in the amount of \$12,500 (renewable annually for an additional two (2) years), as requested by the Public Works Department. *(Recommend the Resolution Waiving the Formal Bidding Process to approve the Contract with Infrastructure Solutions, Inc. be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager and Interim City Clerk be authorized to execute any necessary documents.)*

Item 7F was pulled from the Consent Agenda by Alderman Mathy.

Item 7G. Consideration of a Resolution adopting the Comprehensive Parks and Recreation Master Plan document, which was presented at the January 22, 2019 Committee of the Whole Meeting, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommend the Resolution adopting the final document of the Comprehensive Parks and Recreation Master Plan be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*

Item 7H was pulled from the Consent Agenda by Alderman Hauman.

Item 7I. Consideration of a Change of Ownership Application from Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery, located at 16 Currency Drive, Unit 2, Bloomington, currently holding a Tavern, Beer and Wine Only, Package and Sunday Sales (TBPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery be approved.)*

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

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

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Hauman.

Item 7H. Consideration of a Change of Ownership Application from Dyno Enterprise, Inc. d/b/a Hot Spot Grocery & Liquor, located at 1102 N. Hershey Road, Bloomington, currently holding a Package Sales, All Types of Alcohol, and Sunday Sales (PAS) liquor license, as requested by the City Clerk Department. *(Recommend that the Change of Ownership Application for Dyno Enterprise, Inc. d/b/a Hot Spot Grocery & Liquor be approved.)*

Alderman Hauman expressed concern about the item. She referenced minutes from the June and December 2018 Liquor Commission meetings. Mayor Renner was able to respond and subside her concerns.

Alderman Schmidt made a motion, seconded by Alderman Black that Item 7H from the Consent Agenda be approved as presented.

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

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

Nays: None.

Motion carried.

Item 7F. Consideration of a Resolution Waiving the Formal Bidding Process and authorizing an Amendment to an Agreement with KUBRA Data Transfer, Ltd., which would extend the current term for an additional twelve (12) months, commencing on January 31, 2019 and ending on January 31, 2020, with the option to extend for two (2) additional twelve (12) month terms, in the amount not to exceed \$285,000 (with a built-in annual inflator equal to the rise in the Consumer Price Index or six (6%) percent, whichever is less, for years two and three), as requested by the Public Works Department. *(Recommend that the Resolution Waiving the Formal Bidding Process and authorizing the Amendment to the Agreement with KUBRA Data Transfer, Ltd., which would extend the current term for an additional twelve (12) months, commencing on January 31, 2019 and ending on January 31, 2020, with the option to extend for two (2) additional twelve (12) month terms, in the amount not to exceed \$285,000 (with a built-in annual inflator equal to the rise in the Consumer Price Index or six (6%) percent, whichever is less, for years two and three), be approved, the Mayor and City Clerk be authorized to execute the Resolution and the City Manager be authorized to execute the Agreement Amendment and necessary documents.)*

Alderman Mathy expressed concerns about a 2% processing fee. Finance Director Scott Rathbun was able to clarify that no such fee exists.

Alderman Schmidt stated her concerns regarding the 10% late fee that gets imposed. Finance Director Scott Rathbun spoke and said he will investigate the fee further and get back to Council.

Alderman Black discussed the importance of moving toward incentivizing electronic bills and payments.

Alderman Mathy made a motion, seconded by Alderman Black that Item 7F from the Consent Agenda be approved as presented.

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

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

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of a Resolution authorizing a Change Order, in the amount of \$25,000, to the Contract between the City of Bloomington and Houseal Lavigne & Associates (RFP 2017-06, PO #20170270 for \$125,000) for Professional Consulting Services to review and rewrite Bloomington's Zoning Ordinance, as requested by the Community Development Department - Planning Division.

City Manager Tim Gleason provided additional insight into the breakdown of fees.

Alderman Hauman made a motion, seconded by Alderman Painter that the Resolution authorizing a Change Order in the amount of \$25,000 to the Contract between the City of Bloomington and Houseal Lavigne & Associates (RFP 2017-06, PO #20170270 for \$125,000) for Professional Consulting Services to review and rewrite Bloomington's Zoning Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager and Interim City Clerk be authorized to execute a Change Order.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of a Professional Services Contract with Hanson Professional Services, Inc., for an Intersection Design Study for the intersection of Washington Street with Euclid Avenue and Brown Street, in the amount of \$25,800, as requested by the Public Works Department.

City Manager Gleason discussed intersection improvements and pointed out that this item was the result of Council initiative.

Alderman Black made a motion, seconded by Alderman Schmidt that the Professional Services Contract with Hanson Professional Services, Inc., for an Intersection Design Study for the intersection of Washington Street with Euclid Avenue and Brown Street, in the amount of \$25,800, be approved, and the City Manager and Interim City Clerk be authorized to execute necessary documents.

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

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

Black and Bray.

Nays: None.

Motion carried.

City Manager's Discussion

City Manager Tim Gleason mentioned the upcoming Schedule of Events calendar available on the City's website and discussed upcoming weather plans.

A. Finance Director's Report

The City Manager introduced the report and got the discussion started before handing it off to Finance Director Scott Rathbun. Mr. Rathbun discussed detail on several line items, as well as budgets and impacts on snow and ice removal given recent weather.

Mayor's Discussion

Mayor Renner thanked Alderman Schmidt for running the City of Bloomington Township meeting that preceded the Council meeting.

City Aldermen's Discussion

Alderman Bray and Black complimented the success of the recent Chamber of Commerce Gala.

Alderman Black asked that staff look into how the recent federal shutdown may have impacted the City.

Executive Session

Mayor Renner stated he would entertain a motion to enter into Executive Session for the purpose of Claim Settlement - Section 2(c)(12) of 5 ILCS 120 and Collective Bargaining - Section 2(c)(2) of 5 ILCS 120. He clarified that no formal action would be taken during or after the Executive Session.

Alderman Schmidt a motion, seconded by Alderman Mwilambwe to enter into an Executive Session meeting for the purpose of Claim Settlement - Section 2(c)(12) of 5 ILCS 120 and Collective Bargaining - Section 2(c)(2) of 5 ILCS 120.

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

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

Nays: None.

Motion carried.

Return to Open Session and Adjourn

Mayor Renner asked for a motion to return to the Open Session and adjourn the meeting.

Alderman Black made a motion, seconded by Alderman Schmidt to adjourn the meeting.

Motion Carried (viva voce).

The meeting adjourned at 7:32 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$7,846,026.30, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,846,026.30, 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.

BACKGROUND: Bills, Payroll, and Electronic Transfers on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,846,026.30 (Payroll total \$2,283,021.59, Accounts Payable total \$2,452,478.55, and Electronic Transfers total \$3,110,526.16).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:



Tim Gleason
City Manager

Attachment:

- FIN 1A - Summary Sheet Bills, Payroll, Electronic Transfers Bills & Payroll 021119

CITY OF BLOOMINGTON FINANCE REPORT					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
1/25/2019	\$ 286,726.11	\$ 77,077.79	\$ 363,803.90		
1/31/2019	\$ 1,473,829.98	\$ 110,351.21	\$ 1,584,181.19		
2/1/2019	\$ 242,429.71	\$ 70,558.61	\$ 312,988.32		
1/24/2019	\$ 19,977.60	\$ 2,070.58	\$ 22,048.18		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,283,021.59		
ACCOUNTS PAYABLE (WIRES)				PCARDS	
Date	Bank	Total		Date Range	Total
2/11/2019	AP General	\$ 2,244,656.38			
2/11/2019	AP Comm Devel	\$ 34,350.90		PCARD GRAND TOTAL	
2/11/2019	AP IHDA	\$ 39,857.00			
2/11/2019	AP Library	\$ 35,264.01			
	AP MFT				
01/25/2019-02/04/2019	Out of Cycle	\$ 98,350.26			
10/02/2018-01/31/2019	AP Bank Transfers	\$ 3,110,526.16			
	AP GRAND TOTAL	\$ 5,563,004.71			
		TOTAL			\$ 7,846,026.30
			Respectfully,		
				F. Scott Rathbun	
				Finance Director	

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of approving appointments to various Boards and Commissions, as requested by the Administration Department.

RECOMMENDATION/MOTION: Tim Gleason be appointed to the Central Illinois Regional Broadband Network Board (CIRBN) and Angie McLaughlin be appointed to the John M. Scott Health Care Commission.

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:

Central Illinois Regional Broadband Network Board (CIRBN) Tim Gleason to the CIRBN Board. He will be replacing Rob Fazzini who is currently serving on the Board. Tim's term will be effective 2-11-19 and does not have an expiration date.

John M Scott Health Care Commission Angie McLaughlin to the JM Scott Health Care Commission. She will be appointed to fulfill one of the health care professional positions with an expertise in the healthcare of the underserved population. Angie will be serving a one-year term which will be effective 2-11-19 and will expire 4-30-20. 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 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- ADMIN 1B - ROSTER Boards and Commissions Appointments

John M. Scott Health Care Commission

Council Approved	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
X	Grant Administration		Holly	Ambuehl											
X	Grant Administration		Deb	Halperin											
X	Health Care - Grant Administration	Dr./Co-Chair	Donna	Hartweg	04/30/18	06/22/15	2009								
X	Health Care - Underserved	Chair	Susan	Grant	04/30/18	06/22/15	2009								
X	Health Care - Underserved		Angie	McLaughlin		02/11/19	2019								
X	Health Care - Mental Health	Dr.	Scott	Hamilton	04/30/17	11/24/14	2014								
X	Health Care - Primary	Dr.	James	Swanson	04/30/19	05/01/16	2005								
X	Health Care - Optometry	Dr.	John	Couillard	04/30/17	11/24/14	2008								
X	Finance		Brandi	Sweeney	04/30/20	05/01/17	2015								
X	Second Physician		Deb	Skilud											
X	Township														
	Staff Administrator		Jennifer	Toney				toney@cltjohn.org							

Details:
Term: 3 years
Term Limit per Bylaws: No more than 3 consecutive terms unless such expertise is unavailable from others at the time as determined by Trustee
Residency: Residents of McLean County
Number of members the Mayor appoints: 0
Type: Independent
City Code:
Required by State Statute: No
Intergovernmental Agreements: 9/29/09 IGA Dissolved by Resolution 5-14-18 with new Bylaws
Funding budgeted from COB for FY2016:
Meetings: 2nd Wednesday of each month in the Township Office at 5:30pm
Appointment/Reappointment Notes: Residents of McLean County or employed by McLean County. At least 5 health care professionals from multiple disciplines, as well as experts in finance, grant administration, underserved population, two of the healthcare disciplines must include primary care and mental health, one member appointed by 2nd Pres Elders, and Trustees may also appoint one member representing Township Supervisor or McLean County Supervisor. Bloomington Township Trustee is also a member of the Commission. Commission recommends appointments to the Trustee. Commission may appoint ad hoc members to enhance skills required for the work of the committees. Ad hoc members have no voting rights.
LEGEND: Green=New Appointments, Gray=Current Members with Non-Expired Terms, Bright Red=Current Vacant Positions

[illegible]

Term: None
Term Limit per City Code: None
Members: 28 members
Number of members the Mayor appoints: 2
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 2nd Thursday of the month at Heartland Community College at 7:30 a.m.

Number of Vacancies: 0
Number of Expired Board Members (Blm Appointment only):
Number of Expired Board Members Eligible for Reappointment:

Appointment/Reappointment Notes: Representation from the City (ACM and Lega

Appointment/Reappointment Notes: Representation from the City (ACM and Legal Counsel) were deemed no longer necessary and removed from this Board May 2015

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Police Department

SUBJECT: Consideration of an Interlocal Agreement with McLean County regarding the 2018 Byrne Justice Assistance Grant Program Award, as requested by the Police Department.

RECOMMENDATION/MOTION: The Interlocal Agreement with McLean County for the Justice Assistance Grant be approved, and the Mayor, City Attorney, and Interim City Clerk be authorized to execute the Agreement and authorize the Police Department to accept the funds when awarded.

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 Justice Assistance Grant (JAG) is awarded to fund certain law enforcement related expenses such as training, technology, and equipment. The City of Bloomington and the County of McLean are separate jurisdictions and the Bloomington Police Department has historically administered the grant for the jurisdictions. A requirement of accepting the grant is an Interlocal Agreement between the jurisdictions which defines roles and the amounts each jurisdiction is to be awarded. An agreement is required even if one or more of the jurisdictions does not receive funds. For additional information regarding the 2018 Byrne Justice Assistance Grant Program Award please consult JAG grant #2018-H3727-IL-DJ.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The McLean County Board

FINANCIAL IMPACT: The Bloomington Police Department will receive \$24,992. These funds will be recorded in the Police-JAG Grant account (10015110-53155). Stakeholders can locate this in FY 2019 Budget Book titled "Budget Overview & General Fund" on page 242.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Jennifer Bielfeldt, Office Manager

Reviewed By:

Gregory A. Scott, Assistant Chief

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- BPD 2B - JAG Interlocal Agreement 2018

CONTRACT NO. _____

THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL
AND COUNTY OF MCLEAN, IL**

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 5th day of November, 2018, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as COUNTY; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the County and City Government codes; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$0 from the JAG award.

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay County a total of \$0 of JAG funds.

Section 2.

CITY agrees to use \$24,992.00 for technology, training, and equipment.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bloomington, IL

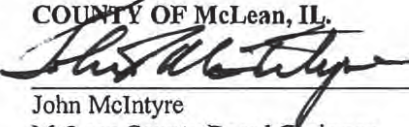
Tari Renner
Mayor, City of Bloomington

ATTEST: APPROVED AS TO FORM:

~~Cherry Lawson~~ Leslie Yocum
Interim City Clerk for City of Bloomington

Jeff Jurgens
City Attorney

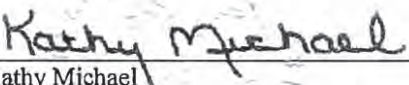
COUNTY OF McLean, IL.



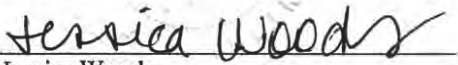
John McIntyre
McLean County Board Chairman



Jon Sandage
McLean County Sheriff



Kathy Michael
McLean County Clerk



Jessica Woods
Assistant Civil State Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Police

SUBJECT: Consideration of an Intergovernmental Agreement with the McLean County for Booking Fees, in the amount of \$27,720 annually, as requested by the Police Department.

RECOMMENDATION/MOTION: The Intergovernmental Agreement with the McLean County for Booking Fees be approved and the Mayor, the Chief of Police and Interim City Clerk be authorized to execute the Agreement.

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: For several years, an intergovernmental agreement has been in effect between the City of Bloomington and the McLean County Sheriff's Department for retention, mug shots, booking and fingerprinting. This has proven to be an efficient and cost-effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The term of the agreement is January 1, 2019 through December 31, 2019, renewable on a year to year basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The cost of the Agreement for one year is \$27,720 (\$2,310 per month). This cost is budgeted in Police Department - Other Purchased Services account (10015110-70690). Funds are included in the FY 2019 Budget and the FY 2020 Proposed Budget to cover the monthly fee. Stakeholders can locate this in FY 2019 Budget Book titled "Budget Overview & General Fund" on page 243.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Jennifer Bielfeldt, Office Manager

Reviewed By:

Gregory A. Scott, Assistant Chief

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- BPD 1B - Booking Services Agreement 2019

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Seven Thousand Seven Hundred and Twenty Dollars and no Cents (\$27,720.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Three Hundred and Ten Dollars and no Cents (\$2,310.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2019 through December 31, 2019. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Clay Wheeler, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Tari Renner, Mayor, City of Bloomington

Date

Clay Wheeler, Chief of Police, City of Bloomington

Date

ATTEST:

~~Cherry Lawson~~, City Clerk, City of Bloomington
Leslie Yocum, Intern

Date

APPROVED:

John McIntyre, Chairman, McLean County Board

12-18-18
Date

Jon Sandage, Sheriff of McLean County

12/28/18
Date

ATTEST:

Kathy Michael
Kathy Michael, Clerk of the County Board of
McLean County, IL

12-18-18
Date

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Community Development - Office of Grants Administration

SUBJECT: Consideration of a Resolution approving the 2019 John M. Scott Health Trust Grant Awards and Programmatic Agreements in the amount of \$305,001, as requested by the Community Development Department - Office of Grants Administration.

RECOMMENDATION/MOTION: The Resolution approving the 2019 John M. Scott Health Trust Grant Awards and Programmatic Agreements be approved, and the Mayor and Interim City Clerk be authorized to execute all necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 5b: City decisions consistent with plans and policies.

BACKGROUND: In accordance with directives from the City Council, as Trustee of the John M. Scott Health Care Trust, on May 15, 2018, Thomas E. Herr, Dunn Law Firm, submitted a Petition to the Circuit Court of the Eleventh Judicial Circuit Court, County of McLean, requesting an amendment to the Declaration of Trust for the John M. Scott Health Care Trust. The Petition stated “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 changes involves converting to an operational model that provides grants only to qualified grant recipients and eliminates direct services”. Additionally, Item 6 of the Petition stated “...Under the amended Trust, funds will be used 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.”

On July 2, 2018, the Circuit Court of the Eleventh Judicial Circuit Court, signed the Order Approving Petition to Amend Declaration of Trust. Article 3.1 of the amended Declaration of Trust reads as follows: “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.”

FY2019 has been designed as a year of transition for the Trust, allowing time for development of a new grants program. The John M. Scott Health Care Commission, along with the City's Staff Administrator have been working diligently since the Court approval to develop a comprehensive, well-organized grants program. The first step was to create policies and procedures for the program. Next steps will involve creating a standardized grant application, scoring rubric, reporting/evaluation forms and other documents essential to program implementation. The Commission is on target to have the new program ready to roll out in the first quarter of FY2020.

The total budget for FY 2019 is \$307,065 (72102100-79130-59200). After a great deal of discussion on how to best award funding during this transition year, the Commission voted to recommend the following grant awards in FY19:

- Community Health Care Clinic - Operations - \$104,571.00
- Community Health Care Clinic - Clinic Pharmacy - \$26,143.00
- McLean County Center for Human Services - Psychiatric Program - \$95,857.00
- Center for Youth and Family Solutions - Family Counseling Program - \$17,429.00
- Center for Youth and Family Solutions - Youth Tele-Psych - \$17,429.00
- Sarah Bush Lincoln Health Center - Peace Meals - \$17,429.00
- McLean County Health Department - Dental Clinic - \$26,143.00

The funding decision was based on FY18 grant allocations, using the percentage of the total award for each agency/program. That percentage was then applied to the available budget for FY19.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Community Health Care Clinic; McLean County Center for Human Services; Center for Youth and Family Solutions; Sarah Bush Lincoln Health Center/Peace Meals Program; McLean County Health Department; John M. Scott Health Care Commissioners; and Tom Herr, Dunn Law Firm.

FINANCIAL IMPACT: Award of the 2019 John M. Scott Health Care Trust grants has no impact on the City General Fund. Awards are made from net proceeds of Trust investments. If approved the grants totaling \$305,001 will be paid from the John. M Scott Healthcare-Grants account (72102100-79130-59200). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 218.

COMMUNITY DEVELOPMENT IMPACT: CWB-2.1: Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community; CWB-3: Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families and communities; and CWB- 3.2: Support coordination and integration of behavioral health services for all residents.

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

Respectfully submitted for Council consideration.

Prepared By: Jennifer Toney, Grants Coordinator/John M. Scott Staff Administrator

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CD 1B - RESOLUTION JM Scott FY19 Grants
- CD 1C - PETITION to Amend Declaration of Trust
- CD 1D - ORDER Approving Petition to Amend Declaration of Trust
- CD 1E - TRUST AMENDMENT John M. Scott Health Care Amended Declaration of Trust
- CD 1F - MINUTES January 23, 2019 Minutes - Draft
- CD 1G - AGREEMENTS John M. Scott FY19 Grant Agreements

RESOLUTION NO. 2019 - ____

**A RESOLUTION APPROVING THE 2019 JOHN M. SCOTT HEALTH CARE GRANT
AWARDS AND PROGRAMMATIC AGREEMENTS**

WHEREAS, the Bloomington City Council serves as the Trustee for the John M. Scott Health Care Trust (“Trust”); and

WHEREAS, in 2018 the Trust was re-organized to cease providing direct services and instead to an operational model that provides grants to qualified grant recipients; and

WHEREAS, the John M. Scott Health Commission (“Commission”) reviewed various grant applications and proposals for distribution in FY 2019 and is recommending the Trustee award the grants set forth in this resolution.

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

1. Recitals. That the recitals set forth above are incorporated herein as if fully set forth in this paragraph 1.

2. Grant Awards. The City Council, as Trustee of the John M. Scott Health Care Trust hereby approves the following grants be made in FY 2019: (1) Community Health Care Clinic - Operations - \$104,571.00; (2) Community Health Care Clinic - Clinic Pharmacy - \$26,143.00; (3) McLean County Center for Human Services - Psychiatric Program - \$95,857.00; (4) Center for Youth and Family Solutions - Family Counseling Program - \$17,429.00; (5) Center for Youth and Family Solutions - Youth Tele-Psych - \$17,429.00; (6) Sarah Bush Lincoln Health Center - Peace Meals - \$17,429.00; (7) McLean County Health Department - Dental Clinic - \$26,143.00.

3. Programmatic Agreements. The City Council, as Trustee, authorizes the Mayor, on behalf of Trustee, to execute the programmatic agreements assigned to each grant.

4. Effectiveness. This Resolution shall be effective upon passage by the City Council and execution by the Mayor of the City of Bloomington.

PASSED this 11th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

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
THE JOHN M. SCOTT HEALTH
CARE TRUST

)
) Case No. 81 CH 135
)
)

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 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..." 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 residences 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 and 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.

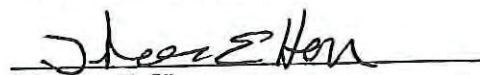
21. The City of Bloomington as Trustee will retain authority to approve bylaws, amendments to bylaws, grant guidelines and appointment of commissioners in a manner consistent with the original trust intent.

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

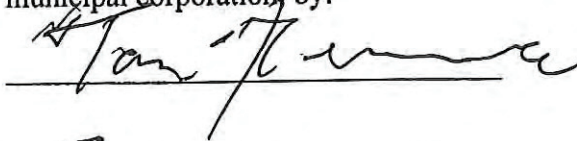

Thomas E. Herr

County of McLean)
) ss
State of Illinois)

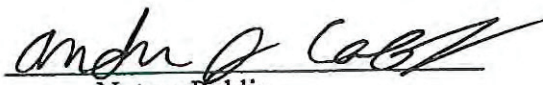
Certification

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 15 day of May, 2018.


Notary Public



Thomas E. Herr
ARDC #6211062
Dunn Law Firm, LLP
1001 N. Main Street, Suite A
Bloomington, IL 61701
(309) 828-6241

WILL

I, John M. Scott, of the County of McLean and State of Illinois, being of sound mind and memory do make and publish this my last will and testament as follows:

Page
1

First It is my will and I so direct that all my just debts be fully paid.

Second. I give and bequeath unto my wife Charlotte A. Scott my carriage, buggy, harness and horses and also all my household and kitchen furniture including all pictures, painting and statuary except the last oil painting made of myself and also all silver and plated ware and also my entire Library both law and miscellaneous books and pamphlets to have and to hold unto her as her absolute property forever. In regard to my library it is suggested that my wife make provision by will or otherwise that my library except such books as she may wish to give to relatives or friends as keep-sakes be given at her death to some institution to be kept together but this matter is left within her discretion.

Third. The balance and residue of all my estate both real and personal of whatever description or wherever situated of which I may die possessed or seized I give bequeath and devise unto my wife Charlotte A. Scott to have and to hold for and during her natural life together with all interest that may accrue or come from bonds notes, mortgages or other securities and all rents that may be received from the lands or other real property hereby devised to her for life. I will and direct that out of the income from my estate that my wife pay all taxes and assessments upon it and also make such repairs upon houses and other buildings and fences if necessary so as to preserve the property and make it suitable for renting. It is my will and desire and

EXHIBIT "A"

I express the earnest hope that she will use the income from my estate both real and personal liberally for her maintenance and support and that out of such income she will make such charitable gifts as she may deem proper and in making such gifts that she will always remember the poor. I do further will and direct that all of the United States bonds bearing four per cent which I may have or possess at the time of my death shall be retained until the Government shall pay them, and that the proceeds of notes secured by mortgage or otherwise as soon as collected be re-invested in United States four per cent bonds so that the same may be preserved as a part of the principal of my estate and I will and further direct that if there shall be any surplus from the income of my estate either real or personal above what my wife may wish to spend for her comfort and support or otherwise that it be also invested in United States four per cent bonds and if shall at any time be found to be impracticable for any reason to invest the funds herein mentioned or any part thereof in such United States bonds, then the same may be invested in any United States interest bearing securities no matter what the rate of interest may be, but if it should ever occur or come to pass that such funds cannot be invested in United States interest bearing securities then I desire and I so will and direct that such funds be loaned at interest and secured by mortgage on unencumbered real estate of undoubted sufficiency to secure the same.

Fourth. It is my will and I hereby request that my wife will cause to be erected a suitable monument at my grave in the Bloomington Cemetery, something like and certainly as good as the "J. H. Melliush Monument" now in said cemetery upon which her name and mine and the names of our beloved children now long since deceased may be inscribed and for this purpose she may use so much of the principal of my estate as she may deem proper. But if for any reason or from any misfortune my wife should fail or be unable to cause such monument to be erected then it is my will and I hereby direct that the trustee to be

appointed under this will shall erect such monument and pay for the same out of my estate under the direction of the Court to which he shall account for all his acts and doings under this will.

Fifth. All of my estate both real and personal that shall remain after the determination of the life estate hereby given to my wife Charlotte A. Scott in the same as provided and declared in paragraph "Third" of this Will, I hereby devise and bequeath to Luman Burr of the City of Bloomington County of McLean and State of Illinois in trust nevertheless for the uses and purposes herein expressed and specified -- it being the true intent and meaning of this paragraph of this Will that neither the said Burr nor any trustee that may be appointed to succeed him shall take any interest in the property hereby devised, either real or personal other than the naked title to hold the same in trust for the uses and purposes herein named and specified and not otherwise, provided that in the case of the death of the said Burr or his refusal to act as trustee under this Will then the Circuit Court of McLean County State of Illinois shall appoint a trustee to succeed him and in like manner take and hold said estate in trust and not otherwise and who shall execute the trusts hereby created in manner as herein specified as follows:

First. The said Trustee herein named and his successor or successors in office shall under the direction of the Circuit of McLean County and with its approval use so much of the income of my estate as may be necessary to preserve said trust property in the payment of taxes and for the purpose of making necessary improvements so that such estate may be preserved for the uses, trusts and purposes hereinafter mentioned and set forth -- such expenditures to be made providently and economically with a view to the best interests of the estate.

Second. Out of the residue of the income from my estate both real and personal the said trustee shall pay annually on the first day of March in each and every year the following annuities to the persons named below if living at the time my estate shall

come to the hands of said trustee that is to say:

To my wife's sister Adalaide Perry annually so long as she may live the sum of three hundred dollars.

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To my wife's sister Sarah M. Perry annually so long as she may live the sum of two hundred dollars.

To Frances Perry a niece of my wife and a daughter of her sister Adalaide annually so long as she may live the sum of two hundred dollars.

To Maria Perry a daughter of John D. Perry annually so long as she may live the sum of one hundred dollars.

To George B. Perry a nephew of my wife annually so long as he may live the sum of two hundred dollars.

To my nephew James R. Brooks annually so long as he may live the sum of five hundred dollars.

To my niece Jeannette Darrow (formerly Davis) of O'Fallon St. Clair County, Illinois annually so long as she may live the sum of two hundred dollars.

To my niece Henriette F. Davis of O'Fallon St. Clair County Illinois annually so long as she may live the sum of one hundred dollars.

To Hettie A. Roney who lived in my family when a child and who is now the wife of James T. Roney of the City of Bloomington Illinois, there shall be paid annually so long as she may live the sum of three hundred dollars.

To James Davis Roney son of Hettie mentioned in the preceding paragraph there shall be paid annually so long as he may live the sum of one hundred dollars.

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To Helen Scott Roney daughter of Hettie Roney there shall be paid annually so long as she may live the sum of one hundred dollars.

To Paul F. Roney son of the said Hettie Roney there shall be paid annually so long as he may live the sum of one hundred dollars.

To my nephew George R. Scott son of my deceased brother William R. Scott annually so long as he may live the sum of one hundred dollars.

To my niece a daughter of my deceased brother William R. Scott and who is a sister of the said George R. Scott mentioned in the preceding paragraph but whose name is unknown to me there shall be paid annually so long as she may live the sum of one hundred dollars. Note. I do not know whether my deceased brother William left more than one daughter surviving him but if he did this annuity is intended for the oldest daughter.

To the children of my nephew Robert Brooks of St. Clair County Illinois that is to each one of them that may be living at the time my said estate shall come to the hands of the said trustee under this will to each one of them shall be paid annually so long as he or she may live the sum of fifty dollars. Note. The names of these children are to me unknown and cannot be stated.

To my nephew Samuel S. Brooks of St. Clair County Illinois there shall be paid annually so long as he may live the sum of one hundred dollars.

To my nephew Robert Brooks of St. Clair County Illinois there shall be paid annually so long as he may live the sum of one hundred dollars.

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It is my will and I hereby direct that the said trustee under this will shall annually pay to Jeannette Darrow my niece now of O'Fallon the sum of fifty dollars for the use of her brother Phillip F. Davis so long as her said brother Phillip shall live.

It is my will and I hereby direct that the said trustee under this will shall annually pay to Jeannette Darrow my niece now of O'Fallon the sum of fifty dollars for the use of Bradford Scott who is my nephew and a son of my deceased brother William R. Scott so long as said Bradford may live.

It is my will and I hereby empower my wife Charlotte A. Scott in her discretion to declare by will that in case of the death of her said nephew George B. Perry that the same annuity that is herein directed to be paid annually to him shall after his death be paid to his son George, annually so long as he the said son George shall live.

It is my will and I hereby invest my said wife Charlotte A. Scott with full power to provide by will in her discretion that such annuity as she may deem proper shall be annually paid

to her niece Annie Perry daughter of the said John B. Perry - which said annuity shall be paid in like manner as other annuities are herein directed to be paid out of my said estate by the said trustee herein.

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It is my will and I do hereby invest my wife Charlotte A.

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Scott with full and ample power in case any annuitant named in this will shall give her any trouble or annoyance whatever about my estate to provide by will that the annuity provided herein for such person may be changed or wholly cut off in her discretion. The fact she may exercise the power conferred on my wife shall be conclusive evidence of her right to do so. What I mean is that my said wife shall have the absolute and exclusive control of my entire estate both real and personal so long as may live and that anyone who shall undertake to molest her in that right or who shall cause her any trouble about my estate shall be forever and absolutely debarred from any right or benefit whatever in it as annuitant or otherwise under this will or in any other way whatever in any of my estate.

It is my will and I hereby invest my said wife Charlotte A. Scott with full power to provide by will for annuities to other relatives of hers or mine to be paid as other annuitants are herein provided to be paid and not otherwise. I make this provision on account of the implicit confidence I have in the good judgment of my wife in such matters.

Explanations: I have made no provision for my nephew John O. Brooks for the reason after he left home in early life and for many years before the death of his mother he neglected or refused to write to her. Also I have made no provision for either of the children of my deceased brother James H. Scott for the reason they inherit from him property of quite considerable value. Also I have made no provision for John D. Perry for the reason I have made provision for his children Marie and Annie.

Sixth. It is hereby expressly declared that none of the annuities herein provided for shall become payable until after my estate shall come to the hands of the trustee under this will and that in no event shall such annuities be paid until such trust estate shall come to the hands of said trustee and only out of the net income of said trust estate.

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Seventh. In case the net income from my estate both personal

and real after the payment of taxes and other expenses for preserving and administering my said trust estate in any year or years shall not be sufficient to pay in full all of the annuities herein provided for then the same shall be paid pro rata and not otherwise.- it being the intention and true construction of this will that such annuities shall be paid in each year out of the net income of that particular year from my said estate after the payment of all taxes and expenses connected with the management of the estate so that the principal of my estate both real and personal that shall come to the hands or possession of said trustee shall remain undiminished and kept for the purposes and uses hereinafter mentioned and in no event shall the annuities herein provided for be held to be a charge on the principal of my estate either real or personal.

Eighth. No trustee to be appointed by the court under the provisions of this will as successor to the trustee herein named shall be any one of the annuitants herein named nor shall he be in any way related to myself or to my wife but he shall be some discreet person to be selected by the court. The trustee named in this will and every trustee that shall or may be appointed by the court to succeed him shall be required by the court to give sufficient bond with sureties of undoubted solvency to secure the faithful discharge of his duties and to preserve the trust property that may come to his hands under this will and to account for and deliver the same to his successor in office or to whomsoever shall be entitled to this trust property or any part or portion of it under the provisions of this will and for his services the court shall annually allow such trustee a reasonable compensation to be paid out of the trust funds in his hands--such compensation to be fixed by the court every year at the time said trustee shall make his annual report as hereinafter provided he shall do; provided if said trustee shall fail to make an annual report as hereinafter required and have his compensation fixed for services he shall be allowed no compensation for

services for the year or years in which such default shall occur. - The object of this provision is to secure annual reports by said trustee and to prevent any defaults in that respect.

Ninth. The said trustee under this Will shall on or before the first day of May in each and every year be required by the court and it is hereby made his duty without any order of court to that effect to report to the court a full and accurate account of the trust property in his hands, the amount of the same, how any moneys belonging to this estate may be invested to whom annuities have been paid and the amount thereof and if any annuities herein provided for have not been paid to report to whom and for what reason not paid and also the amount of money expended by him under the direction of the court for the payment of taxes on the trust property; for repairs or other expenses necessary to preserve the trust-property and he shall make his report so full and complete that the court may from it obtain a full and accurate knowledge of the entire trust property and in that way the court may be constantly from year to year informed as to the actual condition of the estate. With every report the trustee shall hand to the court for inspection a copy of this will and not only call the attention of the court to it orally but also in writing in the report to be submitted so that the court may see whether the report is as full and complete as it is hereby required to be. Such trustee shall also state in every annual report whether any annuitant herein named shall have died since his last report and also the names and places of residence of the living annuitants. It is expected the court of its own motion will see to it that in no year the said trustee shall fail to make his annual report and this expectation is founded on the well known rule that it is favorite duty of courts of equity to see that trust property is not misappropriated or diverted from the uses to which it is set apart by the trustee or anyone having charge of it or in other words that no trust shall fail for want of constant and ever vigilant care. It is also expected that the court of

its own motion on discovering any waste or mismanagement of the trust property on the part of the trustee will at once remove such trustee and appoint in his stead a more faithful and competent person to be his successor in office. And every annuitant herein named is especially enjoined to see and know for himself or herself that said trustee has made his annual report as herein required to be made and in case of failure on the part the part of the trustee in this respect or otherwise or any failure to take proper care of the principal of the trust property such annuitant shall report the same to the court and this duty no annuitant shall omitted for any reason or for any cause. The said trustee shall at the expense of the estate cause a copy of this will to be made for the use of each annuitant that shall be living at the time said estate shall come to his hand and who will then be entitled to draw the annuity hereby provided for him or her and deliver the same or cause the same to be sent to him or her.

Tenth. Upon the death of any annuitant herein named the sum hereby bequeathed to and directed to be paid to such annuitant shall fall into the principal of my estate and the same shall thereafter be treated by said trustee under this will in all respects as original principal of the estate. To prevent any misunderstanding I again repeat that no annuity herein provided for shall become payable or be paid until after the said estate shall come to the hand and possession of the trustee under this will and that no unpaid annuity shall in any event to go or descend to the heirs of any annuitant but shall fall into the principal of such estate and thereafter be treated as original principal of the said estate.

Eleventh. Upon the death of the last surviving annuitant herein named it is my will and I hereby direct that the said trustee under this will shall under the direction of the Circuit Court of McLean County Illinois convert all the real property that may belong to my estate except that which is

hereafter mentioned and which will be set apart for a special purpose and all tangible personal property if there is any into money or interest bearing securities or both and under the direction of said court pay the same to the proper City officer for the City of Bloomington in the County of McLean and State of Illinois to be by said city held in trust for the uses and purposes hereinafter named that is to say that said City of Bloomington with said trust funds or such portion as shall be deemed necessary for that purpose through its officers or such discreet persons as it may appoint, erect and construct upon Lot 9 subdivision SW $\frac{1}{4}$ Section four in Bloomington township being the same property on which I now reside and also the North half or part of lot eleven being 106 feeting fronting on Albert street and situated adjoining and east of my residence property both tracts to be treated as one piece of property for the uses herein mentioned, a building suitable for a hospital and to be used for hospital purposes and to be forever under the direction and control of the said City of Bloomington with the privilege however unto the Elders of the Second Presbyterian Church of said city to visit said hospital and advise as to its management and especially to see that patients that may be admitted to said hospital are kindly care for and humanely treated. This privilege shall be forever accorded to the Elders of said church and the hope is expressed that they will faithfully observe it. No more of the said trust estate shall be used for the erection and furnishing suitable hospital buildings than the amount of said trust estate will justify in the judgment of reasonable persons who may be approved by said city to have the charge of the erection and furnishing of said hospital buildings. The said hospital when erected and furnished shall be called the "Scott City Hospital" and I trust it will not be deemed irreverent if I now in this solemn way invoke God's divinest blessing to rest upon and be ever with said institution if it shall be erected and completed and upon all who may have charge of it or minister in anyway in it. Whatever trust funds or property may remain after the erection and

furnishing said hospital buildings shall be held in trust by said City of Bloomington as an endowment fund for said hospital and shall be invested in safe and well secured interest bearing securities, provided no funds belonging to said trust estate shall be loaned on other than real estate securities. Said hospital when so erected as aforesaid by the said City of Bloomington shall be for the use and benefit of all 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 (except the managing officers of such hospital shall in no case unless in their discretion be required to admit persons having any contagious disease) and who may not be able to pay for needed care and attention in such hospital and in such numbers only as the capacity of such hospital will reasonably accomodate. It is particularly desired
15 that all persons who may be injured by accident and who may have no friends at hand to care for them or who may have no money or other means to pay for care and medical or surgical services may be admitted into such hospital for treatment for such length of time as shall be reasonable under all the circumstances, provided that any person who may wish to be admitted to such hospital for treatment or for human care and who may be able to pay for the same may be admitted and be charged only a reasonable sum for such care and treatment. In case the City of Bloomington shall accept the trust hereby created the said trustee under this will is hereby authorized empowered and directed to convey to said city in trust the two lots or pieces of land above described for a site on which to erect and maintain said hospital. As the grounds hereby set apart for a site for said hospital are quite large it is enjoined upon the persons who may have the management and supervision of the erection of such hospital buildings under the direction of the city council that such buildings shall be placed far enough back from the street and otherwise so located that said grounds can be so laid out and beautified that the buildings and grounds will be a beauty and an ornament in the midst of the city and a beautiful home for those unfortunate ones who may come there for that

relief and rest and care that they can not elsewhere obtain.

Twelfth. In case however that the city council of the City of Bloomington shall by resolution to be entered of record decline to accept the trust hereby created for the erection and maintenance of said hospital then and in that event it is my will and I hereby direct the trustee under this will to cause an act of incorporation under the laws of the State of Illinois to be procured for establishing and maintaining an "Industrial School for Girls" and for a site for such schools it is my will and my trustee under this will is hereby empowered and directed to convey to such corporation in trust for the purposes last aforesaid so soon as the said corporation shall be fully organized under the laws of the State and the directors and other usual officers appointed the lots or parcels of land hereinbefore described as a location for a hospital had the City of Bloomington accepted the trust and said trustee is hereby further directed to pay to the proper officers of such corporation all trust funds in like manner as he is herein directed to pay to the proper officer of the City of Bloomington had said city accepted said trust to be held by said corporation in trust for the erection of suitable buildings for an "Industrial School for Girls" and for an endowment fund for such an institution. It is my will and I hereby declare that said Industrial School shall at all reasonable times be open to the inspection and examination of the Elders of the Second Presbyterian Church of Bloomington, and that they may be permitted to advise as to its management and that they will see that the inmates are kindly and humanely cared for. In case my estate shall go to an "Industrial School for Girls" under this clause of my will it is my will that only a reasonable sum shall be used for the erection and furnishing of suitable buildings for such a school so that a greater sum may remain for an endowment fund for said institution - the income from which shall forever go to its support. All directions given in other parts of this will in regard to the erection of buildings and beautifying the grounds for a hospital in case the city had accepted the trust and all directions given for preserving the trust property and funds shall be kept and observed by the officers managing the "Industrial School for Girls" should said trust

property and funds come to such an institution under the provisions of this clause of my will.

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Thirteenth. It is hereby expressly declared that no sale of any real estate by the trustee under this will shall be made in the execution of his trust unless with the consent and subject to the approval of the Circuit Court of McLean County and no title to any real estate belonging to my said estate shall pass under any sale by said trustee unless such sale is reported to and approved by said court.

Explanation. Wherever I have used the word "Court" or the "Circuit Court of McLean County" or similar words or phrases unless otherwise expressed I wish to be understood as meaning any court that may be hereafter established in said McLean county having general jurisdiction in common law and Chancery matters as Circuit Courts in this State now have. What I wish to provide for is that this will shall be administered under the direction and with the approval of a court in said County of McLean having general chancery jurisdiction.

Fourteenth. In case my wife Charlotte A. Scott shall take under this will which I sincerely hope she will - then and in that event I hereby constitute and appoint her executrix of this my last will and testament and having the utmost and implicit confidence in her integrity, good judgment and management I do hereby release her from the statutory duty and do hereby direct that she shall not be required to give any bond as such executrix as the statute requires nor shall she be required by law or by the court in which my will shall be admitted to probate to file any inventory of the property real or personal that may belong to my estate at the time of my death. It is my will and I do hereby so declare that she shall have the sole and entire management of my estate so long as she may live, in case she shall take under this will and to use the income therefrom liberally and freely for her support and comfortable maintenance and out of which income she may make such charitable gifts as she may deem proper. If by reason or any infirmity arising from sickness or otherwise the cares of the estate should become burdensome to her she can readily employ some faithful person to assist her in caring for it and in its management so that no part of the estate may be wasted.

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Fifteenth. In case my wife shall elect not to take under this will but shall renounce under the statute of this State the provisions of this will in her behalf-(which it is sincerely hoped she will not do for the reason I have herein made the most ample provision for her maintenance and comfort and have also provided as fully for her relatives as for my own and for the further and all controlling reason with me that in providing annuities as is done herein is the only way in which anything of real value can be preserved for the use of some relatives that we wish to provide for and we know that bestowing bounty upon some of them would be only a wasteful disposition of it - others no doubt would use it prudently and carefully- and for the further reason we may in this way surely assist relatives we wish to help and upon the death of the last annuitant leave something for a noble charity) - then and in that event it is my will and I hereby direct that the County Court or Probate Court of McLean County shall appoint an executor under the statute to settle my whole estate as soon as it can be reasonably done and when my said estate shall have been finally settled such executor shall pay and deliver the entire proceeds of my estate to the trustee herein named or to his successor that shall be appointed by the court to succeed him and to take the estate both real and personal under the provisions of this will and said trustee shall at once proceed to execute the trust hereby created in precisely the same manner he is directed to and as he would after the death of my wife had she taken under this will.

Sixteenth. But should my wife after mature reflection elect to renounce the provisions of my will in her favor and elect to take under the statute then and in that case it is my will and I hereby direct that the annuities herein provided to be paid to Adalaide Perry, to Frances Perry her daughter, to Sarah M. Perry, to Maria Perry, to Annie Perry and to George B. Perry or his son George Perry shall not become payable. As these persons named are all relatives of my wife, should she renounce this will she would have enough from my estate under the statute together with her separate property to provide for them

and that would be just and right, otherwise there might not be enough income from the remainder of my estate to pay the other annuities herein provided for.

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Seventeenth. In order that there may never be any litigation concerning my estate or any part thereof I do hereby direct and declare that if any person shall by suit or other proceedings in any court of law or equity attempt to contest or set aside this my will or any provision of it that such person shall be forever cut off and debarred from participating in any share of my estate either as heir devisee or annuitant and such share or annuity such person might otherwise get under this will shall fall into and become a part of the principal of my estate; provided this provision shall not apply to my wife. It is my will that she be left perfectly free to do whatever in her good judgment may seem right and proper for her to do in regard to my will. I wish also to express the earnest hope that inasmuch as my will is written as plainly as it can be written or expressed in human language that no court will ever indulge any technical rule of construction to defeat the trusts herein created or to prevent my estate from going to one of the two great charities to which it is devoted.

Eighteenth. In case the income from my estate both real and personal in any year or years shall not be amply sufficient for the support and maintenance of my wife it is my will and I so declare that she may use for support so much of my personal estate invested in bonds or other securities as she may need. It is my wish that first of all she shall have out of my estate everything that will in any way conduce to her comfort and happiness.

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Nineteenth. It is my will and I request that my wife shall provide by will or otherwise that at her death the colored photograph of myself in the gilt frame be given to some relative or either hers or mine likely to preserve it longest or in her

discretion that she will provide that at her death it may be presented to some library or other institution that will care for it and preserve it.

Twentieth. As my estate or the residue of it is eventually to be set apart for a great charity I wish to impress upon it the sacred character of a trust and I hereby charge all persons who may in any way have the care and control or management of it or any portion of it from the time of my death on to so regard it and to see to it that no waste or misappropriation is permitted at any time or for any reason.

Twenty-first. It is my will and I so direct that the large oil painting of myself made by a Chicago man upon the death of my wife or sooner if she chooses to do so be sent to Springfield to be presented to the Supreme Court of the State on condition it will be allowed to hang forever in the Supreme Court room with other portraits.

Twenty-second. I hereby declare and publish this as my last will and testament and do hereby revoke all former wills by me made. This will is written in twenty-two divisions or paragraphs and on twenty two pages as numbered in the margin and is all in my own handwriting and so are all the interlineations. I have request Major W. Packard and R. E. Williams to become witnesses to this my last will and testament and they have consented to and will do so.

In witness whereof I have hereunto set my hand and seal
this 6th day of December A. D. 1890.

John M. Scott (SEAL)

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The foregoing last will and testament of John M. Scott who is personally known to the undersigned was signed sealed acknowledged and published by him before the undersigned witnesses who at the request of said testator and in his presence

R. E. Williams

I John M. Scott of the County of McLean and State of Illinois being of sound mind and memory do make and publish this codicil to my will which said will bears date the 6th day of December, A. D. 1890 as follows:

1st. It is my will and I hereby declare that that clause of my said will commencing on line 23 of page 5 which reads as follows to-wit: "To George B. Perry a nephew of my of wife annually so long as he may live the sum of two hundred dollars" be and the same is hereby revoked and annulled and shall be held for naught.

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2nd. It is my will and I hereby declare that that clause of my said will commencing on line 9 page 7 which reads as follows to-wit "It is my will and I hereby direct that the said trustee under this will shall annually pay to Jeanette Darrow my niece now of O'Fallon the sum of fifty dollars for the use of her brother Phillip F. Davis so long as her said brother Phillip shall live" be and the same is hereby revoked and annulled and shall be held for naught.

3rd. It is my will and I hereby declare that that clause of my will commencing on line 14 page 7 which reads as follows to-wit: "It is my will and I hereby direct that the said trustee under this will shall annually pay to Jeanette Darrow my niece now of O'Fallon the sum of fifty dollars for the use of Bradford Scott who is my nephew and a son of my deceased brother William R. Scott so long as said Bradford may live" be and the same is hereby revoked and annulled and shall be held for naught.

4th. It is my will and I hereby declare that that clause of my said will commencing on line 19 page 7 which reads as follows to-wit: "It is my will and I hereby empower my wife Charlotte A. Scott in her discretion to declare by will that in case of the death of her said nephew George B. Perry that the same annuity that is herein directed to be paid to him shall after his death be paid to his son George annually so long as he

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the said son George shall live" be and the same is hereby
revoked and annulled and shall be held for naught.

5th. These modifications to my said last will and
testament have been made after much reflection and on account
of considerations that seemed to demand that they should be
made.

6th. This codicil will be attached to my said last
will and Testament by common paper fastenings the same as those
with which said will is fastened.

7th. With the several modifications above made I here-
by re-affirm and acknowledge and publish said last will and
testament as and for my last will and Testament and declare it
shall stand.

8th. This codicil to my said last Will and Testament
is written in eight (8) divisions or paragraphs and on three (3)
pages as number in the margin and is all in my own handwriting.
I have asked and requested my personal friends Major W. Packard
and Lincoln Weldon to become witnesses to this codicil to my
said last will and Testament which is dated the 6th day of
December A. D. 1890 and they have consented to do so.

In witness whereof I have hereunto set my hand and
seal this 7th day of January A. D. 1892.

John M. Scott (Seal)

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The foregoing codicil to the last Will and Testament of
John M. Scott who is personally known to us, was signed sealed
acknowledged and published by him before the undersigned witnesses
who at his request and in his presence and in the presence of
each other have hereunto set our hands as witnesses to the due
execution of said codicil and this we do on this day and year
last above written.

Major W. Packard
Lincoln Weldon

I, John M. Scott of the County of McLean and State of Illinois being of sound mind and memory do hereby make and publish the following provisions as a second codicil to my last will and testament to which this codicil will be attached by paper fastening and which last Will and Testament is dated the sixth (6th) day of December A. D. 1890.

1 First. I will and devise unto the Bloomington Cemetery Association and to its successors and assigns forever my burial lot in its cemetery being the same lot on which I have commenced the erection of a mausoleum and which said lots are described as follows: Lot No. 3 and six and one quarter feet off north end of Lot No. 12 in Section 8 in said cemetery as platted by said association being in the County of McLean and State of Illinois with all the appurtenances thereto in fee simple upon the following express trust and conditions and not otherwise that is to say the said association shall not itself nor permit or suffer any person or persons to bury any body or bodies of deceased persons on said Lots or either of them or in any part of either of said lots at no time within the future or place or permit any person or persons to place any body or bodies of deceased persons whatever for any time long or short except the bodies of myself and wife and our two children now deceased in the mausoleum I am now about to erect on said lots it being an express condition on which this devise is made that said lots and mausoleum shall always be reserved for and exclusively used for a burial place for the said four bodies mentioned and none other - such property when set apart for a burial place being exempt by law from taxation and from sale on execution or other forced sale and from the operation of all laws of mortmain and laws against perpetuities and accumulations, the trust and conditions on which this devise is made to said association shall run with the title to said lots no matter into whom the naked legal title may come and such trust and conditions shall attach to said property forever - it being an express condition that said

association, its successors or assigns shall take only the naked legal title to said lots and hold it for the uses herein expressed and none other.

Second. I give and bequeath to the Bloomington Cemetery Association the sum of five hundred dollars in trust and upon the following conditions and none other that is to say the said association shall cause said sum of money to be invested as directed by the Act of the Legislature in relation to cemeteries approved June 29, 1885, as amended and added to by the act of June 3, 1889, Hurd's Edition of the Revised Statutes of Illinois 1893 page 215 as directed by Section 3 of said act the income from which said sum of money shall be used by said association for the improvement maintenance repair preservation and ornamentation of said lots mentioned in paragraph one (1) of this codicil and of the mausoleum now commenced and to be completed on said lots.

The said association shall report what care is taken of said trust fund and how the same is invested to the County Judge of McLean County, as required by Section 6 of the act of June 3, 1889, added to the act of June 29, 1885, Hurd's Statute ed. 1893, page 215. It is further provided in case any surplus shall remain after paying all necessary expenses incurred on account of taking care of said lots and mausoleum in any year it shall be added to the principal of the sum bequeathed to said association and thereafter it shall in all respects be treated principal. It is further provided and directed, if any considerable repairs may be needed to be made on the mausoleum itself so much of the principal of the sum bequeathed to said association may be used to make such repairs provided the original principal so bequeathed shall not be reduced below the sum of three hundred (\$300) dollars.

It is ordered and directed and it is my will that this said sum so bequeathed to said association is in no event to be paid to said association until after the death of my wife Charlotte A. Scott. So long as she may live she will take all necessary care of said lot and mausoleum. The trustee in my

will to which this codicil is made and to which is to be attached is hereby directed to pay to said association after the death of my said wife the said sum so bequeathed to it for the uses and purposes hereinabove expressed.

It is further directed that said lots and the grounds around said mausoleum shall forever be kept clean and in good order so far as the income from said trust fund will enable the association to do it. It is my wish that no trees be permitted to grow upon either of said lots and that nothing be permitted to grow upon said lots after the same shall come under the care and control of said association under this codicil except blue grass and that to be so trimmed as always to look clean and nice through all the coming years and centuries.

4 The trustee under my will to which this codicil is attached shall have this the 2nd section of this codicil - the whole of it - printed and securely framed at the cost of my estate and the officers of the association are earnestly entreated to permit said trustee to hang it up in the cemetery office so that through all the coming years it may be seen and faithfully performed. This injunction is laid upon the officers of the association because after the death of myself and wife there will be no one to take any care of said grounds and mausoleum. When the body of the last survivor of us shall be laid in the crypt and sealed up I direct that the keys to the mausoleum shall be placed in Bloomington Safety Vault for safekeeping the association shall from the income of the trust fund bequeathed to it pay the Safety Vault Company a reasonable compensation for taking care of such keys. It is my will and most positive direction that neither the body of myself nor that of my wife shall be sealed in such crypt until such body shall have lain in the vestibule of the said mausoleum for the full period of six months unless such decomposition take place as to make it imperatively necessary to seal it sooner in the crypt.

Third. Except as modified and added to by this codicil

I hereby re-affirm my said Will of the date of December 6, 1890 to which this codicil will be attached and the 1st codicil attached thereto of the date of the 7th of January, A. D. 1892 and again declare it with this codicil and the said first codicil to my said will as my last Will and Testament.

Fourth. This codicil is written on five pages as is marked on the margin and in four paragraphs or divisions and is all in my own hand writing; all interlineations in my handwriting were made before signing - and if any interlineations should be found in any other handwriting they were not made by me. I have asked my personal friends Robert E. Williams and R. M. Benjamin to become witnesses to this codicil and to the re-affirming of my said will to which it is attached and the said first codicil as hereinbefore mentioned and they have consented to do so and which they now do in my presence.

5

In Testimony Whereof I have hereunto set my hand and seal this 2nd day of February, A. D. 1897.

John M. Scott

(SEAL)

The undersigned in the presence of each other and in the presence of the said testator and at his request have hereto signed our names as witnesses to the foregoing codicil of John M. Scott who in our presence acknowledged the said codicil and re-affirmed the said Will, the Original Will to which it is attached and re-affirmed said first codicil to be his last Will and Testament and published the same in our presence, this the day and year last above mentioned. We further state that the foregoing codicil was signed sealed and published by said testator in our presence.

R. E. Williams

R. M. Benjamin

**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

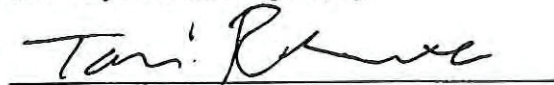
10.1 Captions. Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

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 15, 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 _____, 2018.

The City of Bloomington, by

Its Mayor, _____

Attest:

City Clerk

PREPARED BY:
Thomas E. Herr
Dunn Law Firm, LLP
1001 N. Main St., Suite A
Bloomington, IL 61701
Telephone: 309-828-6241
Fax: 309-828-8321



**Audit and Assessment of
The John M. Scott Health Trust
FY 2014 - 2017**

Prepared for the City of Bloomington

February 2017

Prepared by Bronner Group, LLC

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Executive Summary

The John M. Scott Health Trust (JMS Trust) assists residents of McLean County obtain health care services that they would be financially unable to obtain without the assistance of the JMS Trust. The demand for assistance and services from the JMS Trust has changed due to the implementation of the Affordable Care Act. Acting as the Trustee, the City of Bloomington engaged Bronner Group, LLC (BRONNER) to conduct an audit and assessment of changes in demand for services and the related impact on the service delivery model.

Scope of Audit

As part of the engagement BRONNER reviewed and audited financial transactions, program activity, and existing Trust reports for the past three years including: expenditures, Investments and revenue, and program activity

Concerns on Expenditures

The results of this audit are provided in this report. Overall, the program is in compliance with JMS Trust requirements. However, it should be noted that there were three concerns related to expenditures.

1. The JMS Trust administrative costs are higher than industry standards.
2. The grant reporting and monitoring system is not adequate.
3. Additional clarity is needed on both the appropriateness of marketing expenses and, more critically, the governance structure and determination of appropriate expenditures.

Concerns on Governing Structure

The lack of clarity of the governing structure is a major concern that needs to be addressed. Entities involved in the management include:

- The City of Bloomington as Trustee
- The Bloomington Township Supervisor as Administrator
- The JMS Trust Commission as an oversight/advisory body
- Trustee Ad Litem to represent beneficiaries of the JMS Trust services
- Trust Attorney to represent the Trust

Currently, the trust documents do not clearly delineate roles and responsibilities of these entities. Rather the trust document language can be contradictory and confusing. While all parties involved displayed integrity and a clear intent to fulfill the goals of the JMS Trust, they expressed difference of opinions on interpreting their roles and the best way to achieve the goals of the JMS Trust. In particular, the role and responsibility of the Commission and the Township Supervisor need to be clarified.

Proposed Operating Structures

In light of shifting demands for services based largely on passage and now possible repeal of the Affordable Care Act (ACA), BRONNER has provided three alternative operating structures for consideration.



Background and Overview

Background on the JMS Trust

John M. Scott created a trust with the intent of funding a hospital. Due to the development of other local hospitals by the time the JMS Trust was implemented, the Trust's mission was refined to providing health care service for the indigent in McLean County. A judge overseeing the JMS Trust is responsible for establishing and approving changes to the governance structure, the scope of services, and eligibility of expenses. The Bloomington City Council serves as Trustee. The JMS Trust Lawyer, Tom Herr, indicated that within certain parameters the governance, scope, and eligibility are policy decisions, which can be altered at any time by the Bloomington City Council. The JMS Trust also established a "Commission" made up of representatives of different medical and non-profit agencies. In order to administer the JMS Trust, the City of Bloomington entered into a memorandum of understanding with the Township Supervisor to act as the Trust Administrator. One of the roles of the local township office is to provide assistance to people in need.

As discussed in the report, one open issue is the roles and responsibilities of the Commission and the Administrator. Currently it is not clear if the Commission role is purely advisory and if the Trust Administrator needs to follow policies established by the Commission.

Background on Changes in Healthcare Assistance

Increase in assistance through Affordable Care Act

The Affordable Care Act (ACA), also known as "Obamacare" was signed into law in 2010 by President Obama allowed states to expand Medicaid coverage to residents with low income (138% of federal poverty level). ACA Medicaid expansion in Illinois was signed into law on July 22, 2013 and enrollment into the ACA began on January 1, 2014. As of August 2016, approximately 650,000 people obtained coverage in Illinois through ACA. The increase in Medicaid coverage and other forms of medical insurance has resulted in a decrease in demand for the John M Scott Health Trust services. Information related to the demand for services is provided later in the report.

Potential decrease in assistance through repeal of Affordable Care Act

The new Presidential Administration and Congress have indicated that they will repeal ACA, although significant questions remain on what elements will be repealed and if some elements will remain in place. If the ACA is repealed or replaced with a program with less assistance, it is likely that the JMS Trust will see an increase in demand. The proposed changes will need to be monitored for impact.

Potential decrease in assistance due to changes in Medicaid assistance

There have been serious discussions of changing Medicaid funding. Similar to the repeal of the Affordable Care Act, there is limited knowledge of the scope and timing of the changes. Because the State of Illinois can quickly change the rules guiding reimbursements, there is more risk of the changes occurring rapidly. Again, it is important for involved parties to be aware of potential changes.

JMS Trust Program Guidelines

The purpose of the JMS Trust is to provide select health care services for the medically indigent persons residing in McLean County. Below is a brief summary of eligibility requirements followed by audits of compliance with the requirements. It should be noted that there is some flexibility with the eligibility requirements and thought should be given to establishing a process for making changes to reflect changing needs.

Eligibility Requirements

Below is a table outlining eligibility requirements for JMS Trust services based on interviews with the JMS Trust caseworker and informational pamphlets. No formal document was discovered that clearly outlines the eligibility standards.

John M Scott Health Trust - Client Eligibility Requirements	
Topic	Eligibility Requirement
Residency	McLean County resident for at least one year or have been living in McLean County for at least four months with intent to establish residency (e.g. signed lease agreement) College students who are not McLean County residents are not eligible.
Transients	Transients may be eligible if they require assistance "due to an accident or illness, which by its nature precludes prompt travel."
Insurance	Must not have insurance or be receiving assistance from the City of Bloomington Township or Public Aid
Employment	Must have some form of income
Income	Maximum Annual Income of 185% of Federal Poverty Level Guidelines. Family size is taken into consideration.
Financial Assets	Financial assets can be up to \$1,000 per person with a maximum of \$2,000 per household

Figure 1

Persons requesting services must bring to an eligibility screening interview at Township offices a state ID, a Social Security Number card, some proof of income for the prior thirty days (check stubs, receipts), a checking and savings account statement, a lease or proof of residency, and prescriptions from a doctor if requesting prescription assistance. It is JMS Trust policy that eligibility is re-verified every 12 months by the JMS Trust caseworker.

Eligible Program Services and Activity

The City of Bloomington Township Supervisor provided the following list of eligible JMS Trust services. All services require a small co-pay, typically \$4-\$6, from the recipient.

John M Scott Health Trust – Eligible Services	
Service	Description
Adult Client Dental Services	A voucher system to nine participating local dentists for x-rays, cleanings, fillings, etc. There is a \$500 limit per client per year (limit was recently increased from \$200 per client per year by JMS Trust Commission).
Adult Extraction Clinic	A voucher system to McLean County Health Department for exams and up to 2 extractions.
Prescription Medicine	JMS Trust covers financial assistance for prescription medicine for up to \$1200 per client per year for non-psychotropic drugs.
Mental health Medications	Through referrals from the Center for Human Services and Community Health Care Clinic. Allows for prescription psychotropic medications up to \$900 per client per year.
Medical Equipment & Supplies	Financial assistance through vouchers up to \$400 per client per year for diabetic testing, special orthotics, ostomy supplies, compression socks, CPAP mask and tubing, refurbished hearing aids.
Medical Office Visits	Financial assistance through vouchers for two doctor visits per fiscal year. Only outpatient procedures are allowed. These services are reimbursed at public aid rates. There is no set dollar limit.
Transportation to Medical Appointments	JMS Trust staff facilitates volunteer drivers for cancer patient and maternal/child medical appointments. Transportation is requested by the recipient. JMS Trust owns and maintains a vehicle used by the volunteers for the patient transport.
Grants	Grants-in-aid funding that John M. Scott provides to support community agencies. The JMS Commission selects grant recipients annually.

Figure 2

Determination of Eligible Services and Client Eligibility Requirements

The above lists of eligible services and client eligibility requirements were developed prior to the ACA. They may be too restrictive based on the passage of the ACA. As long as changes comply with the intent of the JMS Trust, the eligibility guidelines and spending limits are policy decisions, which can be altered at any time by the Bloomington City Council, who serve as the Trustees of John M Scott Health Trust.

The current process for changing the eligibility standards is not clear. It is recommended that a set process and methodology be established for determining changes to eligible services and client eligibility requirements. Both the Commission and the Trust Administrator need to provide input with the City Council making the final decision. The Commission provides a diverse set of local medical and social service views on the needs of the community. Township Administrator also sees the needs from the lens of the demands in the Township office and has the additional need to establish a program that can be implemented effectively and efficiently.

Audit of JMS Trust Expenditures

Patient Eligibility Audit – Scope and Process

For this engagement, BRONNER compiled a sample of JMS Trust patient files, to assess whether – and to what extent – patients receiving medical services were eligible for assistance. BRONNER’s sample consisted of 24 unique patients (two of whom were spouses), who had received JMS Trust medical and dental services during the 2014, 2015 and 2016 Fiscal Years. As many of the patients under review had received multiple services between 2014 and 2016, the testing sample consisted of approximately 114 observations.

BRONNER tested patient eligibility across five types of JMS Trust-approved medical services, which are summarized by number of observations in the table below:

Type of Medical Service Received	County of Eligibility Tests
Private Dental Procedures	24
MCHD Dental Procedures	1
Prescriptions	75
Medical Equipment and Supplies	9
Health Referral Orders	5
Total	114

Figure 3

Patient case files were reviewed to verify eligibility. These case files consisted of internal budget forms, case manager’s notes, and family information cards. BRONNER auditors reviewed these documents to verify adherence to the requirements listed in Figure 1.

Patient Eligibility Audit – Results

Overall, BRONNER's audit revealed that JMS Trust patients have generally been eligible for the medical services received in the past three years. Among BRONNER's sample of 114 received medical services, there were three instances (2.6%) where patient eligibility was called into question, all of which were in regards to Prescription Medications. As each finding was tied to a unique individual, the three potential eligibility issues identified by BRONNER accounted for three (12.5%) of the 24 patients in the sample. Among the three findings, BRONNER identified one instance from FY15 and two from FY16. All three findings were in regards to date of reassessment. In each instance, the official patient file did not contain evidence that eligibility was verified within 12 months of services received.

Expenditures Audit - Scope and Process

BRONNER spent two days at the City of Bloomington Township ("Township") offices from January 25-26, 2017, conducting interviews and thoroughly reviewing JMS Trust expenditure documentation and program activity files. BRONNER's review focused on determining if:

1. JMS Trust's expenditures were for eligible services and within approved spending limits; or
2. JMS Trust expenditures were for appropriate administrative and overhead costs directly associated with providing services and programs
3. Expenditures were properly documented and approved by the Township Supervisor
4. The recipients of services met JMS Trust's eligibility requirements

The scope of the audit focused on the past three (3) fiscal years of JMS Trust activity, FY 2014 – 2016. The JMS Trust fiscal calendar runs from May through April. BRONNER selected four months of expenditures from each fiscal year, 12 total months, and reviewed all expenditures made from the JMS Trust Bloomington Municipal Credit Union (BMCU) checking account within those months. In addition to the 12 months of expenditures in the audit sample, BRONNER identified 45 additional individual expenditures from the JMS Trust's general ledger across FY 2014-2016 that warranted a review based on risk factors such as dollar amount, memo description, expenditure type, and payment date. Check stubs from the BMCU account, VISA bills, invoices, and receipts were the primary expenditure-related documents reviewed by the auditors. These documents are maintained by the Township Comptroller.

While reviewing the expenditures, BRONNER auditors checked to determine if the payment was for an eligible medical service or reasonable administrative activity, if the payment was approved by the Township Supervisor, and if the payment went to a preferred vendor, with whom JMS Trust had an established history. Questionable activity was flagged and raised to Township staff for clarification.

Expenditures Audit - Results

The expenditures reviewed within the sample size can be broken out into the following categories:

Service or Activity	# of Expenditures Reviewed
Administration and Overhead	115
Private Dental Procedures	47 across 13 VISA bills
McLean County Health Department Dental Procedures	23
Medical Equipment & Supplies	22
Prescription Medicine	20 invoices covering multiple persons and prescriptions
Mental health and other prescription medications	9 invoices covering multiple persons and prescriptions
Medical Office Visits	36
Grants	14
TOTAL	286

Figure 4

All expenditures reviewed within the sample related to the delivery of medical/dental services, prescriptions, equipment, and grants for eligible services as defined in the section above by the Township Supervisor.

Of the 115 Administration and Overhead expenses reviewed by BRONNER, the majority were for legitimate expenses associated with providing services and the related overhead expenses. There were fourteen (14) expenditures reviewed within the sample that were not directly related to administration or overhead of the JMS Trust upon BRONNER's initial review. These expenditures are noted in the table below.

Non Admin or Service Expenditures			
Check #	Amount	Payment Recipient	Payment Reason
2297	\$5000.00	Community Health Care Clinic Inc.	JMS Trust Sponsorship of 2014 CHCC Fundraiser Luncheon
2335	\$74.85	Office Max (via VISA)	2014 Commissioner Planning Session – Binders
2350	\$42.10	Deb Skillrud	2014 Commissioner Planning Session – Lunch from Jimmy John's
2469	\$306.88	Illinois State University	2015 Strategic Planning Session – Catering
2479	\$285.00	Illinois State University	2015 Strategic Planning Session – Room fee
2446	\$2100.00	Patricia Grogg	
2453	\$1500.00		

2463	\$1300.00		2015 Strategic Planning Session – Consultant and Facilitator selected by JMS Trust Commission
2481	\$600.00		
2494	\$800.00		
2513	\$800.00		
2465	\$41.98	Deb Skillrud	2015 Strategic Planning Session – Easel
2536	\$49.97	Stephanie Uzueta	April 2016 Volunteer Luncheon – Supplies
2537	\$80.20	Deb Skillrud	April 2016 Volunteer Luncheon – Food

Figure 5

The \$5000 expenditure (check #2297) to the Community Health Care Clinic was also raised by a few of the JMS Trust Commission members during interviews as a concern. This payment was initiated by the Township Supervisor without consulting the Commission for their review or approval before the payment was made. According to the Township Supervisor, the sponsorship provided outreach to the health community regarding JMS Trust's collaboration/partnership. The intent of the sponsorship was to increase the Trust's visibility and market JMS Trust to health care providers within the community. The JMS Trust was referenced as a sponsor in the luncheon materials distributed to the luncheon guests and other promotional materials associated with the event.

The other expenditures listed in the table above relate to a 2014 Commissioner Planning session, a 2015 Strategic Planning session, and a 2016 volunteer luncheon. The 2014 planning session was initiated by the Township Supervisor to provide orientation materials to new and older members of the Commission and discuss other topics relevant to JMS Trust among the Commission members. The 2015 planning session was initiated by the Commission members themselves. An outside consultant was hired to facilitate the process. The volunteer luncheon was hosted by the Township to honor the volunteers that support the JMS Trust by driving the van for doctor office visits. The Township generally hopes to host the volunteer luncheon annually, but sometimes holds it on a less regular basis.

The Township Supervisor signed off on all expenditures reviewed within the sample. Her initials were included on all invoices and billing statements in addition to all check stubs. According to interviews with the JMS Trust/Township staff, the internal payment process is as follows: JMS Trust caseworker does an initial review of all incoming invoices to verify the invoice matches services from the JMS Trust client records. The caseworker also reviews the invoices to ensure JMS Trust is receiving appropriate rates and discounts from suppliers and vendors. The Township Supervisor then performs a review to verify that the expenditures are within the JMS Trust program limits. Upon the review and approval by the Township Supervisor, checks from the JMS Trust's BMCU account are created by the Township Comptroller. The Township Supervisor then performs an additional review of the checks and signs them before they are sent out.

The JMS Trust caseworker provided BRONNER with a partial list of vendors for all service categories that have traditionally accepted vouchers from the JMS Trust and agree to discount their services for JMS Trust referrals. While reviewing all expenditures within the audit sample, BRONNER auditors verified that the expenditures were being made to the vendors that accepted JMS Trust vouchers and discounted their services for JMS Trust referrals.

Assessment of Internal Controls

BRONNER noted that the controls surrounding the vendor master file, effectively the vendor list could be improved. Currently the vendor master file is maintained by the Township Comptroller without a formal process in place to establish accountability for changes made to the vendor master file. However, there is a log of the vendor master file, which maintains the history of changes within the file. While the log is beneficial, Township staff stated that there is no formal review process of the log. BRONNER reviewed the general ledger and noted there was an instance of a duplicate entry of a vendor.

Duplicate entries within the accounting system create multiple problems surrounding the accuracy and reliability of the reports output by the accounting system. BRONNER recommends that the Township implement a hard control within the accounting system that inhibits the creation of a vendor without entering the Taxpayer ID number or SSN. Furthermore, BRONNER recommends adopting a policy stipulating that the Taxpayer ID number or SSN cannot be entered into the system for multiple vendors. This would establish a preventative control against future duplicate entry of vendors.

BRONNER noted that supporting materials for a particular payment lacked formal procedure. Specifically, for a \$5,000 expense to pay for a Fundraiser Luncheon sponsorship, the only supporting documentation for check #2297 was a print out of an email conversation between the luncheon host and the Township Supervisor and the actual luncheon promotional materials with the JMS Trust logo. There was no supporting documentation of an invoice or purchase order from the luncheon host. The opportunity for payments without formal approval via an invoice or purchase order is a weakness within the payable process. Ideally, BRONNER recommends that the Township establish a hard control within the system for payments to undergo formal approval that requires an invoice or purchase order before a check is written.

Additionally, clear roles and responsibilities need to be established on budget and expenditures. The current governing structure does not provide clear guidance on who has final control over budget and expenditures. It is recommended that items that are not in the budget or over a pre-determined threshold require notice to the Commission and the City. The Commission can provide advice to the City on if the expenditure should be approved.

Review of JMS Trust Program Activity

Decline in Demand for JMS Trust Services

The Affordable Care Act and expansion of Medicaid within Illinois has reduced the demand for JMS Trust services. BRONNER's review of FY2014 – FY 2016 medical expenditures showed a 63% decline in overall spending on client services. This decline in spending is noted in the table below:

JMS Trust Expenditures on Services FY 2014 - FY 2016				
JMS Trust Client Service Spending Categories	FY 2014	FY 2015	FY 2016	% Change FY 14 - 16
Physician Services	\$ 300	\$ 133	\$ 110	-63.29%
Client Dental Services	\$20,455	\$10,452	\$ 5,936	-70.98%
Labs & Other Medical	\$ 1,074	\$ -	\$ 542	-49.51%
Client Prescriptions (Formulary)	\$23,351	\$23,121	\$11,394	-51.21%
Special Prgrm Exp (Med Supply)	\$ 3,185	\$ 2,436	\$ 1,148	-63.94%
Mental Health Services & Meds	\$ 4,547	\$ 2,694	\$ 267	-94.14%
Total Client Services	\$52,912	\$38,835	\$19,397	-63.34%

Figure 3

BRONNER also reviewed JMS Trust activity reports created by JMS Trust/Township staff. These monthly reports show the level of JMS Trust program activity by service category, although certain categories are aggregated together and are not broken out in granular detail. These reports also highlight a drop in demand for JMS Trust services. The Township Supervisor did point out that the JMS Trust/Township staff make a lot of referrals to other local services to area residents. These referrals are labor intensive and not reflected in the program metrics.

Below are a series of graphs that show the level of JMS Trust services over the past three years, although some of the services have incomplete records during that time period. The underlying data for these graphs can be found in the Appendix to this report and come from monthly City of Bloomington Township reports to the Township's Board of Trustees. The level of program activity for the majority of JMS Trust services has declined over the past three years and is trending down.

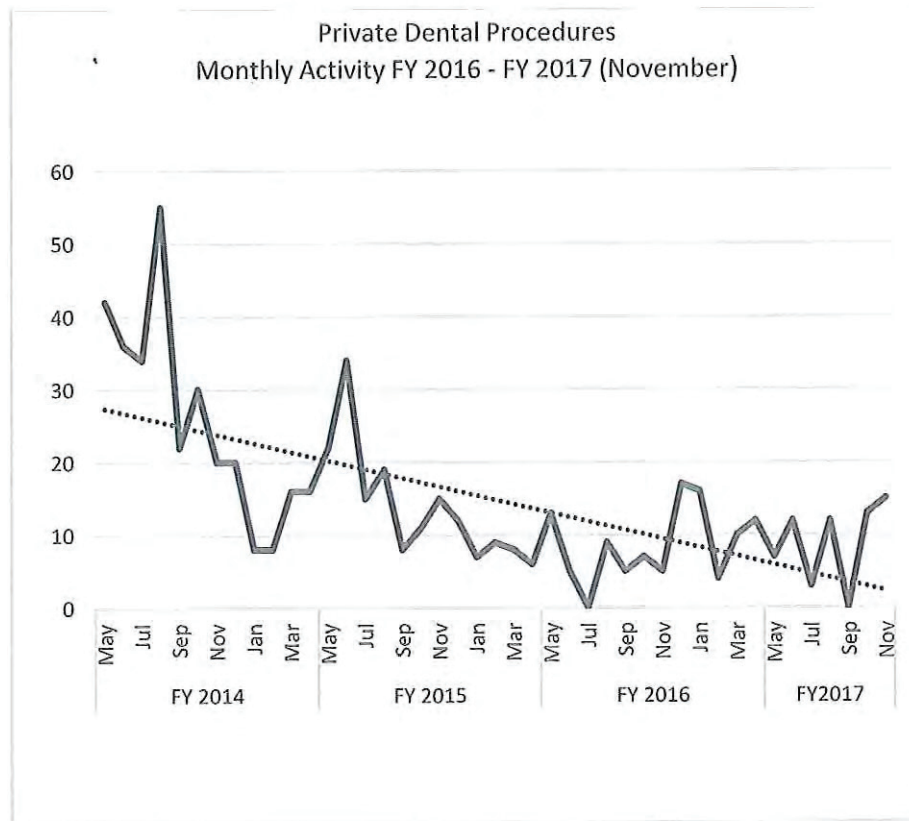


Figure 4

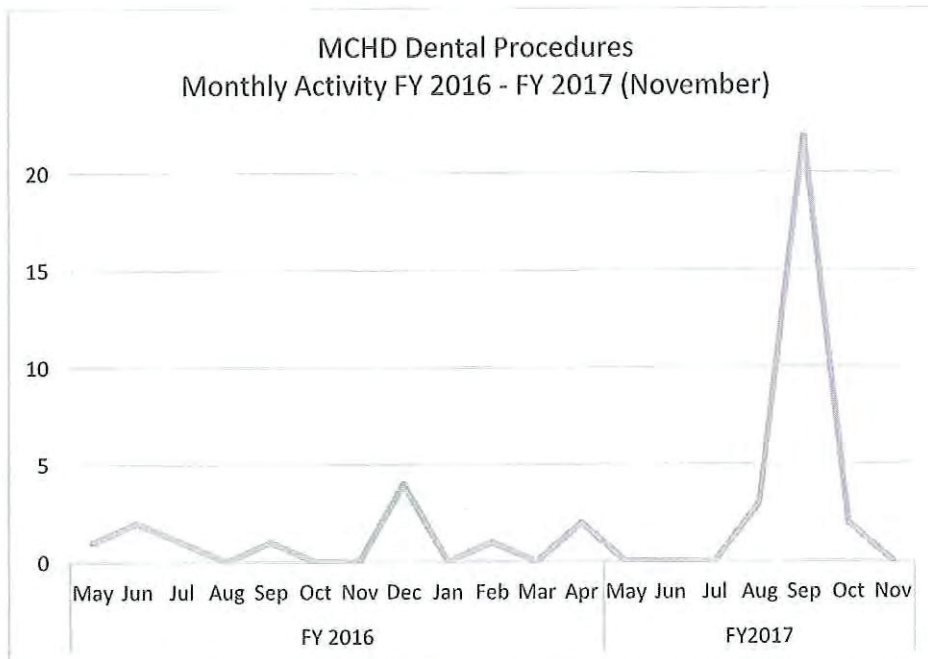


Figure 5

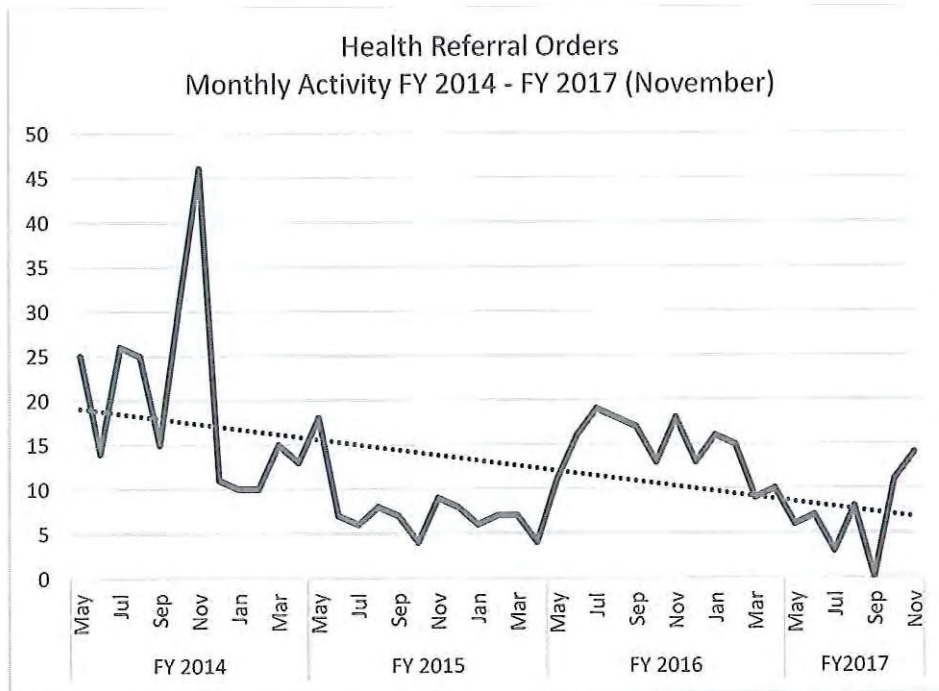


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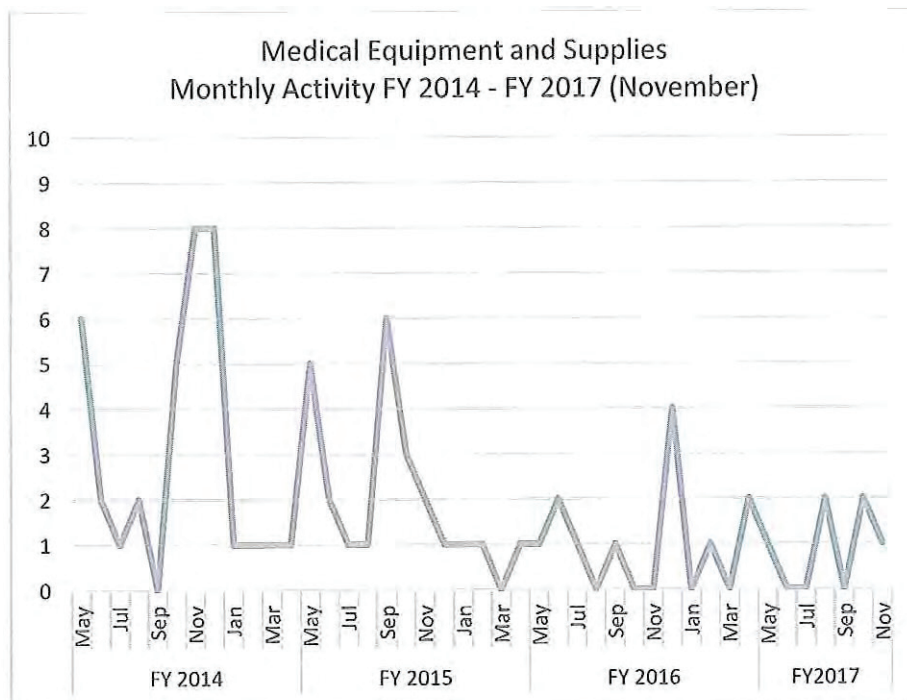


Figure 7

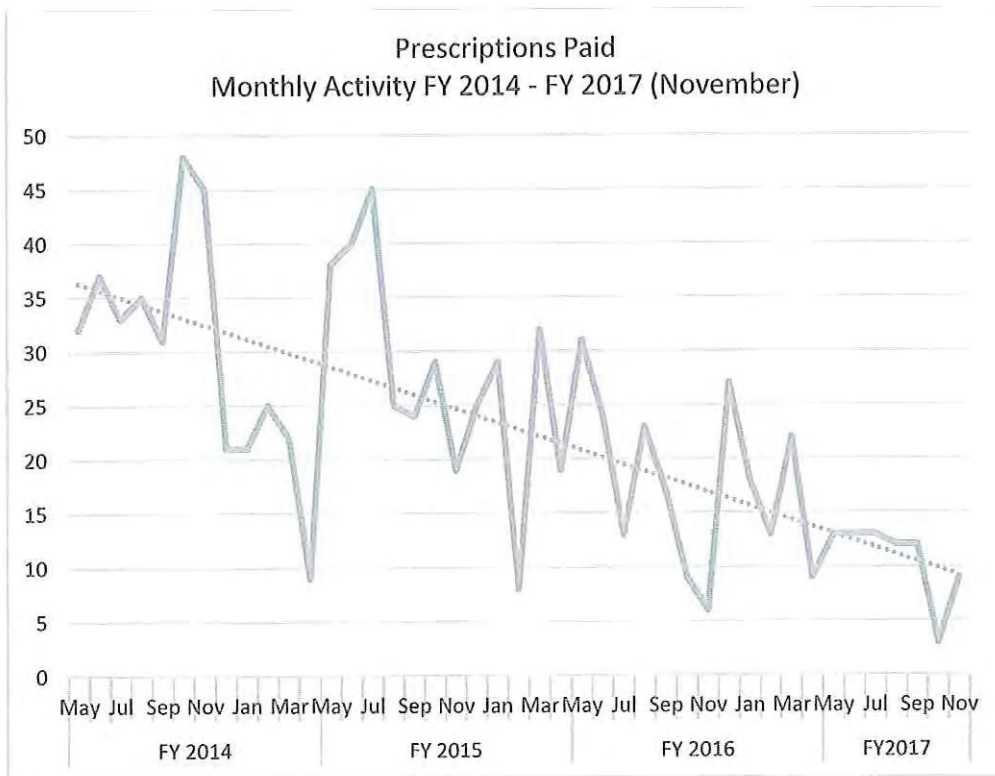


Figure 8

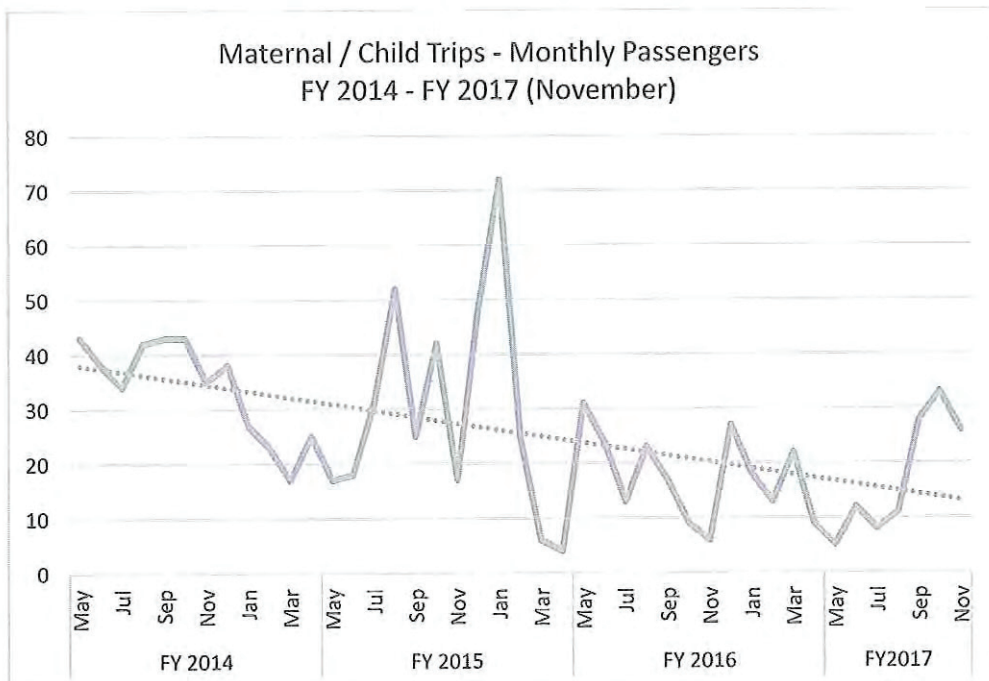


Figure 9

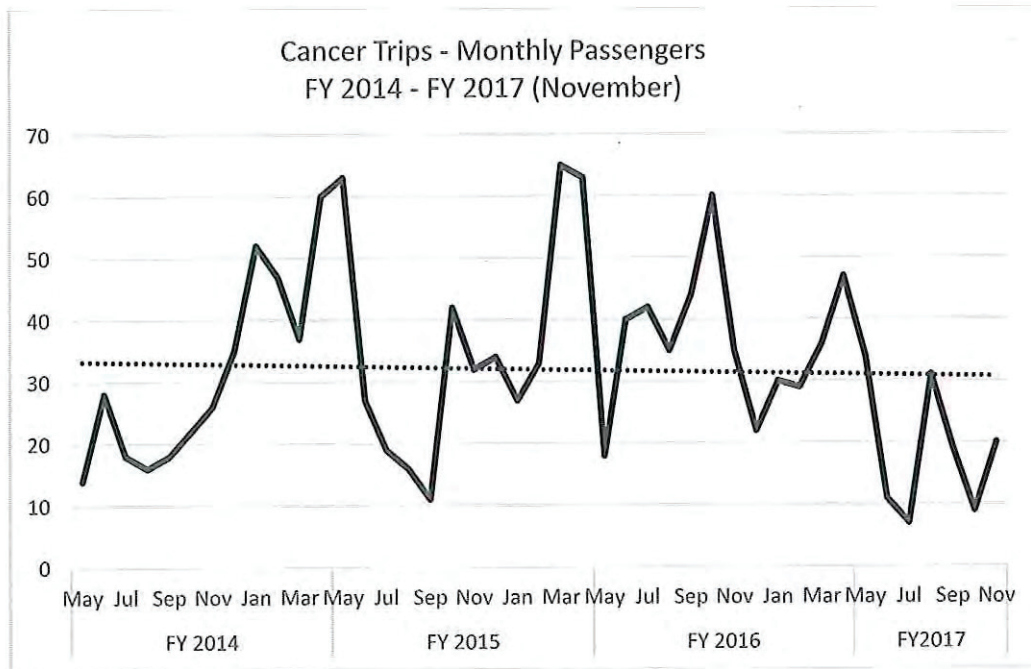


Figure 10

Grants

The JMS Trust provided approximately \$316,160 in total for grant funding in fiscal years 2014, 2015, and 2016. All grants made within these three fiscal years, save one, were agreed upon, and approved by the JMS Trust Commission. The one exception is the \$5,000 payment to the Community Health Clinic for a Fundraiser Luncheon Sponsorship, which was described in detail above in the expenditures section. This payment could be classified as either a grant or a marketing expense. Five organizations have received grants over the past three fiscal years. The following table provides a detailed breakdown of grant recipients and grant amounts by year.

Grant Recipient	Service	Fiscal Year	Amount
Community Health Care Clinic	Operations	2014	\$30,000
		2015	\$40,000
		2016	\$50,000
	Pharmacy Technician	2014	\$7,664
		2015	\$7,500
		2016	\$10,000
	Fundraiser Luncheon Sponsorship (could be classified as Admin Expense for Marketing)	2015	\$5,000
McLean County Health Department	Adult Dental Pain Control	2014, 2015, 2016	\$15,000 each year
	Valued Vision Eye Care	2014	\$1,000
McLean County Center for Human Services	Advance Practice Nurse	2014, 2015, 2016	\$25,000 each year
Center for Youth and Family Solutions	Operations	2014, 2015, 2016	\$10,000 each year
Peace Meals	Senior Nutrition Program	2015, 2016	\$7,500 each year

Figure 11

The JMS Trust has a formal grant application process that was established by the current Township Supervisor in 2014. The tracking of grant outcomes is still a work in progress. Many of the grantees report grant outcomes within their application for the next year's round of grant funding. Although a few grantees did provide separate reports outlining their outcomes and accomplishments, only one organization described in detail the specific impact of the JMS Trust grant funding. Others only provided general outcomes for their entire organization without detailing the specific uses of JMS Trust grant funds. The Township Supervisor has not received any grant outcome reports from the McLean County Health Department.

A standard practice for grant management is to require structured standardized reports by all grant recipients on a regular basis. Ideally, grantees should submit monthly or quarterly reports that detail how the grant money is being spent. Grants that help cover salary for a specific position, such as for a Pharmacy Technician at the Community Health Care Clinic or an Advance Practice Nurse at the McLean County Center for Human Services, require less reporting from the grantees since the JMS Trust will know exactly how the grant money is being spent at the outset.

Duplicate Services in Area

From interviews with the JMS Trust Commission members, BRONNER has learned of a number of additional organizations that provide similar or redundant services to uninsured or underinsured residents of McLean County. The November 2016 proposal for an alternative JMS Trust governing and operating model prepared by the JMS Trust Commission lists a number of such duplicate services and has been included as an appendix to this report. Some of these organizations are much larger than the JMS Trust and according to interviews with JMS Trust Commission, members have more streamlined operations.

A few of the organizations listed in the Commission proposal received grant funding from the JMS Trust in recent years, including the Community Health Care Clinic, the McLean County Center for Human Services, and the McLean County Health Department. The JMS Trust Commission should be consulted for further information regarding duplicate services in the community.

Case File Management System

JMS Trust uses neither an IT system nor any software programs (i.e. Excel, Access) to store and support its case management tasks. The JMS Trust caseworker maintains all files by hand. The Township does use an IT system to manage its case management services. The Township looked into integrating JMS Trust case management into its existing IT system but found that the Township system was not flexible enough to accommodate the needs of JMS Trust.

BRONNER's limited review of the case files shows that the files are well organized and methodically maintained by the JMS Trust caseworker. However, there are significant concerns and risks associated with this manual process. The BRONNER Healthcare Subject Matter Expert, upon learning that no spreadsheet program or electronic filing system like Excel is used to store program information, called this out as a critical issue. When a client requests new services, staff and the client must either manually fill out a substantial number of forms or review past case files to determine the date of most recent eligibility verification and whether the client has exceeded limits on the value of services received within a fiscal year. These manual verifications can take considerable time from staff and delay the delivery of medical services for individuals in need of medical care. This manual process also introduces the possibility of human error when repeated dozens of times in a year.

Analysis of JMS Trust Administrative Costs

A common concern raised during interviews with JMS Trust Commission Members and the JMS Trust lawyer was that the administrative and overhead expenses were out of proportion with the level of demand for services and the size of the JMS Trust budget. Some reports sent to BRONNER by Commission members showed administrative and overhead costs accounting for over 50% of the total budget in some years.

Program Costs vs. Administration Costs

Interviews with the Township Supervisor and Township staff suggested that the figures provided by Commission members were out of line with their internal allocation of salaries between program and admin costs. The Township believes that the work performed by the JMS Trust caseworker should be considered a program expense since the caseworker works on the front line with patients, connecting them with JMS Trust services. The BRONNER Healthcare Subject Matter Expert and BRONNER view the caseworker's salary as a program expense because the work directly relates to fulfilling the purpose of the program. The other Township employees that provide reception, intake, and administrative support services to the JMS Trust were considered as administrative expenses as their work is primarily administrative in nature.

As such, the Township staff believe that the City of Bloomington's accounting system, which uses the MUNIS software, does not properly distinguish between salaries and expenses associated with running JMS Trust programs & services and those associated with pure administration and overhead, leading to exaggerated administrative expenses. Specifically, the expenses categorized within account number 75070 within the City's MUNIS system are inappropriately aggregated and counted as administrative expenses. According to the Township Supervisor and Township Comptroller, a more accurate representation of administrative expenses should be generated from the Township's QuickBooks system. QuickBooks provides a more granular break down between program and administrative expenses than MUNIS does. The below table shows the allocation of JMS Trust program and administrative expenses. The JMS Trust caseworker salary is assigned to program expenses. The administrative expense rate is around 30% each of the three fiscal years, a high rate for a charitable trust.

Actual Program and Administrative Expenses												
Fiscal Year	Program Expenses					Admin Expenses						
	Total Grants	Program Services	Program Salaries & Benefits	Total Program Expenses	% of Total	Office & Overhead Expenses	Consultant	Admin Salaries & Benefits	ERI*	Total Admin Expenses	% of Total	Total JMS Trust Expenses
2014	\$93,664	\$54,570	\$68,262	\$216,496	69.0%	\$2,084	\$0	\$75,330	\$19,877	\$97,291	31.0%	\$313,787
2015	\$105,097	\$40,205	\$71,099	\$216,400	71.0%	\$2,564	\$0	\$66,116	\$19,877	\$88,557	29.0%	\$304,957
2016	\$117,500	\$21,094	\$36,675	\$175,269	67.7%	\$2,826	\$7,100	\$53,793	\$19,877	\$83,597	32.3%	\$258,866

*Early Retirement Incentive for prior JMS Trust Administrator

Figure 12

The Township did point out that in each of the last three years the JMS Trust was significantly under budget in the disbursement of grant money. In FY 2014, the JMS Trust had over \$20,000 remaining in its grant budget at the end of the fiscal year. The JMS Trust fell under budget for grants by approximately \$10,000 in FY 2015 and \$50,000 in FY 2016. If the JMS Trust had distributed the full budget allocation of grant money in those years, the administrative expense rate would be meaningfully lower.

The early retirement incentive of nearly \$20,000 per year that the JMS Trust has been paying since 2012 for a previous JMS Trust Administrator also has significantly increased the administrative expense rate. The below table shows a breakdown of program and administrative expenses if all grant budgeted grant monies had been spent and the early retirement incentive expense was disregarded. Even when those considerations are taken into account, the administrative expense ratio is between 22%-25% for each of the fiscal years under review. The Township Supervisor and Comptroller indicated that the JMS Trust has made in early 2017 the final early retirement incentive payment.

Program and Administrative Expenses - Scenario: All Budgeted Grant Funds Spent and No ERI												
	Program Expenses					Admin Expenses						
Fiscal Year	Total Grants	Program Services	Program Salaries & Benefits	Total Program Expenses	% of Total	Office & Overhead Expenses	Consultant	Admin Salaries & Benefits	ERI*	Total Admin Expenses	% of Total	Total JMS Trust Expenses
2014	\$115,000	\$54,570	\$68,262	\$237,832	75.4%	\$2,084	\$0	\$75,330	\$0	\$77,414	24.6%	\$315,246
2015	\$115,000	\$40,205	\$71,099	\$226,304	76.7%	\$2,564	\$0	\$66,116	\$0	\$68,680	23.3%	\$294,983
2016	\$167,500	\$21,094	\$36,675	\$225,269	78.0%	\$2,826	\$7,100	\$53,793	\$0	\$63,720	22.0%	\$288,989

*Early Retirement Incentive for prior JMS Trust Administrator

Figure 13

Township Staff Salary Allocation to JMS Trust

A significant portion of the administrative expenses are related to JMS Trust salaries and benefits. Due to the intergovernmental agreement between the City of Bloomington ("City") and the City of Bloomington Township ("Township"), the Township employees administer and run the JMS Trust program. Those Township employees that perform work for the JMS Trust have a portion of their salary drawn from the JMS Trust account. Below is an historical summary of the salary allocation of Township staff from the JMS Trust account. Figures were provided by the Township Comptroller during BRONNER'S January onsite visit.

FY 2014				
Employee	JMS Trust Role	Township Salary & Benefits	JMS Trust Salary Allocation Rate	Salary & Benefits Paid by JMS Trust
D. Beverly	Referral, Intake & Admin Support	\$52,464.35	50%	\$26,232.18
A. Coombs	Referral, Intake & Admin Support	\$54,315.60	50%	\$27,157.80
D. Skillrud	Administrator	JMS Trust Stipend \$19,286.88	100%	\$19,286.88
S. Uzueta	Case Worker	\$68,262.28	100%	\$68,262.28
			FY 2014 TOTAL	\$140,939.14

FY 2015				
Employee	JMS Trust Role	Township Salary & Benefits	JMS Trust Salary Allocation Rate	Salary & Benefits Paid by JMS Trust
D. Beverly	Referral, Intake & Admin Support	\$33,971.57	50% thru 9/20/14	\$16,985.79
A. Coombs	Referral, Intake & Admin Support	\$56,010.43	50%	\$28,005.22
C. Davis	Comptroller	\$89,158.57	10%	\$8,915.86
A. Howe	Referral, Intake & Admin Support	\$7,718.93	50%	\$3,859.47
D. Skillrud	Administrator	JMS Trust Stipend \$19,162.64	100%	\$19,162.64
S. Uzueta	Case Worker	\$71,098.99	100%	\$71,098.99
			TOTAL	\$148,027.95
FY 2016				
Employee	JMS Trust Role	Township Salary & Benefits	JMS Trust Salary Allocation Rate	Salary & Benefits Paid by JMS Trust
A. Coombs	Referral, Intake & Admin Support	\$22,528.46	50% thru 8/31/15	\$11,264.23
C. Davis	Comptroller	\$97,438.59	7%	\$6,820.70
A. Howe	Referral, Intake & Admin Support	\$32,760.44	50%	\$16,380.22
D. Skillrud	Administrator	JMS Trust Stipend \$19,188.72	100%	\$19,188.72
S. Uzueta	Case Worker	\$73,349.49	50%	\$36,674.75
			TOTAL	\$90,328.62
FY 2017 (5/1/2016 – 12/31/2016)				
Employee	JMS Trust Role	Township Salary & Benefits	JMS Trust Salary Allocation Rate	Salary & Benefits Paid by JMS Trust
C. Davis	Comptroller	\$69,852.34	3%	\$2,095.57
A. Howe	Referral, Intake & Admin Support	\$28,595.38	30%	\$8,578.61
D. Skillrud	Administrator	JMS Trust Stipend \$13,016.48	100%	\$13,016.48
S. Uzueta	Case Worker	\$51,208.27	20%	\$10,241.65
			TOTAL	\$33,932.32

Figure 14

Effort Tracking/Cost Allocation Methodology

There is no set methodology used by the Township Supervisor to determine the percentage of Township employee's salary that will be paid out of the JMS Trust account. There is no documentation trail that shows how the salary allocation rate is set. Based on interviews with the Township Supervisor, an estimate is made by the Township Supervisor when setting the budget for the next fiscal year. Throughout the first year of the current Township Supervisor's term in FY 2014, all Township staff that

performed JMS Trust works maintained detailed time sheets by the hour of JMS Trust activity. This time tracking methodology was found to be too cumbersome and was not continued after the first year.

It should be noted that beginning in the upcoming fiscal year, commencing in May 2017, the Township Supervisor will no longer draw a stipend from JMS Trust and the Administrator role will be performed free of charge.

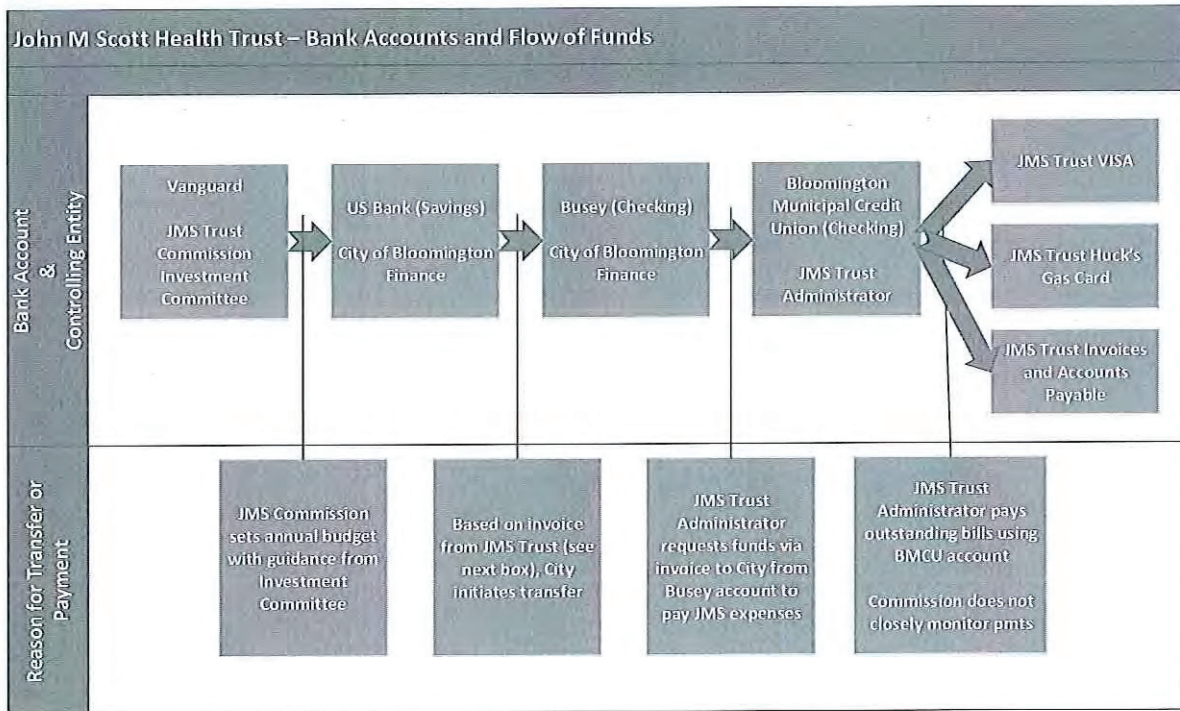
Marketing and Promotion of JMS Trust

Based on interviews with the Township Supervisor there are no initiatives underway that actively market or promote JMS Trust services within the community. As noted above, in 2014 the Township Supervisor did spend \$5000 of JMS Trust funds to sponsor the Community Health Care Clinic's fundraiser luncheon. This sponsorship was intended to build awareness of JMS Trust's services and partnerships within the community.

The BRONNER Healthcare Subject Matter Expert believes that with some strategic outreach and networking within the community, the JMS Trust should be able to receive in-kind donations and promotions to better market its services to those in need. Potential marketing partners and benefactors could include local hospitals and clinics, social service providers, large organizations in the area that make philanthropic contributions in the area (e.g. State Farm), and the City of Bloomington itself as the funds trustee.

Flow of Money Through JMS Trust-related Accounts

One issue raised was how the funds from the Trust move from the investments accounts to pay for the services. This transfer of funds is complicated by the fact that the City acts as the Trustee and the Township Supervisor acts as administrator. Below is a summary of the flow*.



*Based on interview with JMS Trust Commissioner Brandi Sweeney, Township Comptroller Catherine Davis, and Township Supervisor/JMS Trust Administrator Deb Skillrud.

Figure 15

BRONNER's review found that there was proper internal controls and documentation of the fund transfers.

Organizational Issues

As cited throughout the report, the roles, and responsibilities of the Commission, Trust Administrator and the City need clarification. It cannot be stressed strongly enough that all parties involved displayed integrity and a clear intent to fulfill the goals of the JMS Trust. Below is a discussion of the issue and potential organizational structures.

Role of JMS Trust Commission and Township Supervisor

During interviews with the JMS Trust Commission and the Township Supervisor, concerns were raised regarding the proper delineation of responsibilities between the Commission and the Township Supervisor. The Commission was concerned that the Township Supervisor made unilateral decisions on spending without review or approval by the Commission. The Commission members BRONNER has spoken with feel that their collective expertise in the delivery of health care services is not being considered or is being discounted by the Township Supervisor. The Township Supervisor questioned whether the Commission is a governing body or an advisory body. The Township Supervisor also mentioned that she reached out to the Bloomington City Council to better understand her role but has not gotten a clear reply.

These issues can be traced to a lack of clarity in the governing documents – the Declaration of Trust, the JMS Trust Bylaws, and the Intergovernmental Agreements between the City of Bloomington and the Township. The JMS Trust lawyer, Mr. Tom Herr, referenced these governing documents in a November 2016 memorandum in which he wrote “the John M. Scott Trust instrument, intergovernmental agreements, bylaws and other applicable governing instruments have issues regarding compatibility and consistency.”

The Bloomington City Council should confer with the JMS Trust Lawyer, Mr. Herr, to review the various governing documents and make appropriate updates to the bylaws to reflect its intent going forward. Clear definitions of the roles of the JMS Trust Commission and JMS Trust Administrator should be part of this exercise.

Alternative JMS Trust Structures

BRONNER has identified three alternative structures for the JMS Trust going forward. Alternatives were reviewed with a Healthcare Subject Matter Expert after providing background information on JMS Trust operations and services. Her insights are included below.

Option 1 – Maintain Current Operating Model

Under the current operating model, an annual budget is submitted to the Bloomington City Council to approve. The JMS Trust would continue to provide direct services and grants, although the exact services and the budget for those serviced can be adjusted year to year based on the healthcare landscape and areas of need within the region. The Township would continue to administer the JMS Trust through the intergovernmental agreement. The JMS Trust Commission can propose a budget to the Bloomington City Council for their approval. The Township Supervisor/JMS Trust Administrator has the ability to propose an alternative budget to the City Council as a non-voting member of the Commission if the Township Supervisor has a different vision for the Trust. The City Council retains its ability to approve the budget of its choice.

This option is advantageous due to the uncertainty around the future of the Affordable Care Act in the near term. Additionally, the Township's administrative costs are likely to decline further because the JMS Trust no longer has to pay for the early retirement incentive of a prior administrator and the current Township Supervisor will no longer receive a JMS Trust stipend beginning in FY 2018. However, there are significant concerns with this option as well. Administrative costs remain high compared with other charitable organizations. The current case management system is insufficient for a direct care service provider and requires some investment in time and resources to transition to an electronic system of some kind. The grant-reporting framework must also be enhanced to measure grantee outcomes and to ensure grant funds are being spent appropriately.

Option 2 – Transition to a Grants Only Model

This option was proposed by the JMS Trust Commission as recently as December 2016. This option would likely lead to dissolution of the intergovernmental agreement with the Township. The JMS Trust Commission would remain in place and provide oversight of the grant-making and grant-monitoring process. In a memorandum dated November 29, 2016, the Trust lawyer laid out the steps that should be taken to move toward this model.

The December 2016 proposal from the JMS Trust Commission outlines a number of benefits associated with transition to this model. The primary benefit is that less of the JMS Trust funds would be spent on administrative costs, maximizing the funds used for increased health benefits to the underserved in McLean County. The proposal lists a number of existing organizations that provide similar services to uninsured or underinsured residents of McLean County that are good candidates to receive grant funding. That list is included in the appendix to this report.

The BRONNER Healthcare Subject Matter Expert recommends the transition to the Grants Only model due to the

- limited overall budget,
- high administrative costs,
- the continued drop in requested services,
- the limited scope of services,
- the need due to State budget cutbacks, and
- the lack of case management software

A transition to the grant will require:

- policy guidelines and
- communication plan to potential applicants with timelines and requirements
- a plan for oversight of the grant making process
- a plan for reporting requirements

The Grant Request for Proposals can be tailored to cover only services the JMS is interested in funding, i.e., prescription drugs, dental services or behavioral health. It allows the Commission to decide what its priorities are for how the money should be allocated.

To properly manage the grant-making and grant-monitoring process, the JMS Trust may need to invest in grant-monitoring software or some system to manage the process. From discussions with JMS Trust Commission members, there may be opportunities to partner with a local foundation(s) to leverage their grant software. If this option is selected, potential partnerships should be identified as a means to further reduce administrative and overhead costs. It should also be considered that transition to a Grants Only model will not eliminate administrative costs. Grantees receiving funds will have administrative and overhead costs of their own. The JMS Trust should ensure that potential recipients of funds have administrative costs that are in line with industry standards.

Option 3 – Hire an Executive Director to Administer JMS Trust

Hiring a full-time Executive Director to oversee the JMS Trust is an opportunity to grow the Trust's role in the community. The Township Supervisor, whoever he or she may be, cannot always be anticipated to be well versed in the minutiae of the local health care needs within the community or a healthcare expert. The Commission has the local healthcare knowledge but not the focus or time commitment necessary to administer a program. This option has the most open questions, as it is not clear whether the JMS Trust would continue to provide services and grants or to shift direction based on the vision of the new Executive Director. It is likely that the intergovernmental agreement would be dissolved if this option were pursued. The role of the Commission in this model would also need to be closely examined to ensure the Bloomington City Council remains as the ultimate governing body due to their role as Trustees. Additionally, there will be significant additional administrative costs associated with hiring an Executive Director, especially one with deep health care knowledge.

About BRONNER

Established in 1987 by Gila J. Bronner, BRONNER is a certified CPA firm and woman owned business enterprise (WBE) focused exclusively on providing service to government agencies at the federal, state, and local levels. BRONNER has a long, successful track record of performing financial management, accounting, attestation, and consulting services for state and local governments, and other governmental entities. BRONNER experts work with government to create **strategy**, assist in the **transformation** of an organization, and ensure **accountability** to oversight officials and taxpayers.

BRONNER Auditors

The following BRONNER staff conducted the internal review of the John M Scott Health Trust:

- Don Davis BRONNER Director of Professional Services
- Dan Hughes BRONNER Government Services Consultant
- Joshua Diamond BRONNER Government Services Auditor
- Josh Nicholas BRONNER Government Services Auditor
- Gretchen Grieser BRONNER Healthcare Subject Matter Expert

Supporting Documents and Interviews

Reference Materials

- City of Bloomington Township Monthly Board of Trustee Packets
- 2009 Intergovernmental Agreement between City of Bloomington and City of Bloomington Township
- JMS Trust Bylaws, 2004
- Dunn Law Firm, LLP – Reorganization of Trust/Corporate Structure Memorandum, November 2016
- JMS Trust Commission - A Proposal for John M. Scott Health Care Trust Operation, December 2016
- JMS Trust Chart of Accounts
- JMS Trust General Ledger FY 2014 – FY 2016
- JMS Trust Check Stubs and Invoices FY 2014 – FY 2016
- Township of the City of Bloomington Employee Earnings Summary
- List of frequent JMS Trust vendors
- JMS Trust Grantee Reports and Grant Applications

Interviews held throughout the course of this engagement included:

- JMS Trust Commission members
 - Susan Albee-Grant, Chairperson
 - Donna Hartweg, Vice Chairperson
 - Brandi Sweeney
 - Dr. Jim Swanson
 - Dr. John Couillard
- Tom Herr, JMS Trust Attorney
- City of Bloomington Township staff
 - Deb Skillrud, Township Supervisor and JMS Trust Administrator
 - Stephanie Uzueta
 - Catherine Davis
- City of Bloomington
 - David Hales
 - Patti-Lynn Silva
 - Jeff Jurgens

Appendix: JMS Trust Program Activity: Fiscal Years 2014 – 2017

Data extracted from the monthly City of Bloomington Township Board of Trustee Reports

Scott Health Resources:	FY 2014													FY 2015												
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	YTD	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	YTD
Private Dental Procedures	42	36	34	55	22	30	20	20	8	8	16	16	307	22	34	15	19	8	11	15	12	7	9	8	6	166
MCHD Dental Patients																										
MCHD Dental Procedures																										
Health Referrals Orders	25	14	26	25	15	31	46	11	10	10	15	13	241	18	7	6	8	7	4	9	8	6	7	7	4	71
Med. Equipment/Supplies	6	2	1	2	0	5	8	8	1	1	1	1	36	5	2	1	1	6	3	2	1	1	1	0	1	24
Prescriptions Paid	32	37	33	35	31	48	45	21	21	25	22	9	359	38	40	45	25	24	29	19	25	29	8	32	19	333
# Maternal/Child Trips																										
# Maternal/Child Passengers	43	38	34	42	43	43	35	38	27	23	17	25	408	17	18	31	52	25	42	17	48	72	25	6	4	357
# Cancer Trips																										
# Cancer Passengers	14	28	18	16	18	22	26	35	52	47	37	60	373	63	27	19	16	11	42	32	34	27	33	65	63	432

Scott Health Resources:	FY 2016													FY2017												
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	YTD	May	Jun	Jul	Aug	Sep	Oct	Nov	YTD					
Private Dental Procedures	13	5	0	9	5	7	5	17	16	4	10	12	103	7	12	3	12	0	13	15	62					
MCHD Dental Patients	6	9	5	6	5	5	6	10	12	2	5	7	78	0	0	0	3	5	2	0	10					
MCHD Dental Procedures	1	2	1	0	1	0	0	4	0	1	0	2	12	0	0	0	3	22	2	0	27					
Health Referral Orders	11	16	19	18	17	13	18	13	16	15	9	10	175	6	7	3	8	0	11	14	49					
Med. Equipment/Supplies	1	2	1	0	1	0	0	4	0	1	0	2	12	1	0	0	2	0	2	1	6					
Prescriptions Paid	31	24	13	23	17	9	6	27	18	13	22	9	212	13	13	13	12	12	3	9	75					
# Maternal/Child Trips	22	21	12	16	12	8	6	24	22	10	22	22	197	6	12	6	10	12	32	26	104					
# Maternal/Child Passengers	31	24	13	23	17	9	6	27	18	13	22	9	212	5	12	8	11	28	33	26	123					
# Cancer Trips	36	71	84	68	86	104	52	44	48	64	70	96	823	56	22	14	62	40	22	14	230					
# Cancer Passengers	18	40	42	35	44	60	35	22	30	29	36	47	438	34	11	7	31	19	9	20	131					



Appendix: JMS Commission Redundant Services



Examples of Current Service Providers to Uninsured or Underinsured in McLean County (a partial listing)

Since the creation of the John M. Scott Health Care Resource Center (JMS) in 1981, many new organizations now provide services to the underserved, uninsured, as well as those with Medicaid and other governmental resources. JMSHC currently provides grants to select provider agencies, with potential to serve significantly more through an enhanced grants program.

<i>Type of Service</i>	<i>Agency</i>	<i>Population</i>	<i>Scott Grant Recipient</i>	<i>Resources:</i>
PRIMARY CARE				
Primary Medical Care, with prescription services	Community Health Care Clinic	Uninsured; Underinsured;	Yes	chcchealth.org/ (This agency serves a similar population as JMS; It replaced JMScott's direct services such as physical assessment and treatment in the early 1990s). FY15-16: Served 967 unduplicated patients, with 8163 visits. 165 were new patients in this fiscal year. 19,647 prescriptions were dispensed; (retail value of \$2,114,267.00)
Hospital Care (collaborative program with the Community Health Care Clinic)	OSF St. Joseph; Advocate BroMenn	Uninsured; Underinsured-	No	In-kind services provided by two hospitals to the Community Health Care Clinic patients (data provided by CHCC). FY15-16: Emergency Services: 539,347; Inpatient services: \$1,118,582 Imaging services: \$526,245. Laboratory services: \$331,400. Therapy: \$96,256 Other: \$644,506.

Primary Medical Care	Immanuel Health	Medicare; Medicaid; Uninsured; Underinsured	No	http://immanuelhealth.org/the-vision/
Primary Medical Care	Family Health Clinic	Insured; Medicaid; Medicare; and underinsured	No	www.advocatehealth.com/bromenn-family-health-clinic
Primary Health Care	Chestnut Family Health Center	Medicaid; Insured	No	http://chestnut.org/Family-Health-Center/Health-Center-Services (A Federally Qualified Health Center: https://en.wikipedia.org/wiki/Federally_Qualified_Health_Center
BEHAVIORAL HEALTH				
Behavioral Health (Mental Health Services)	Center for Human Services	Insured; Medicaid; Medicare; Uninsured	Yes	Multiple services to all population; 24 hour crisis team, child and adolescent outreach services; counseling to all age groups; medication monitoring; recovery services.
Behavioral Health (Mental Health Services)	Chestnut Health Systems	Insured, Medicaid, Uninsured in Crisis Units	No	Provision of addiction treatment, mental health services for children and youth, community support services, crisis stabilization, psychiatric services http://chestnut.org
DENTAL HEALTH				
Dental Services	McLean County Health Department	Medicaid, uninsured (fee-for-service)	Yes	Children's basic dental services 4 days per week; adults are seen 2 Fridays per month currently www.health@mcleancounty.gov

Dental Services (pending the opening of their new clinic space)	Community Health Care Clinic	Uninsured	Yes	Qualification for services is yet to be determined
Dental Extraction Clinic (2x/year)	Dr. Doran, Capodice, Efaw, and Ocheltree	Uninsured, low-income	No	Volunteer oral surgeons and dentists perform 1-2 tooth extractions per person at no charge two Saturday mornings per year; usually accept 120 patients at each clinic
Dental Services	Lakewood Family Dental	Medicaid, insured	No	Private dental practice; do see folks with Medicaid coverage, including managed-care plans. Cleanings for adults are provided.
Dental Services	Everyone's Family Dental	Medicaid, insured	No	Private dental practice; do see folks with Medicaid coverage, including managed-care plans. Cleanings for adults are provided.
Dental Services	Optim Dental (new)	Insured, Medicaid	No	Private dental practice; do see folks with Medicaid coverage, including managed-care plans. Cleanings for adults are provided
TRANSPORTATION	Faith in Action	Free services; No income restrictions (medical and quality of life trips); ages 60+	No	25 congregations provide volunteers and also pay for taxi services, if needed. Sophisticated assessment service by nurses and caseworkers. 2015: Active Volunteer Drivers: 310 Active Care Receivers: 516 Total rides in system to date: 33,003 For 10/15-12/15: 2,290 rides
	YWCA Medivan	Assistance to Medicaid or Medicare individuals in McLean County	No	IN 2014-1015, YWCA provided 4,695 rides to 269 different individuals. \$93,257 was spent in transportation services for paid staff. Majority of riders pay nothing. Private pay rides are \$25 per trip. They would like additional grants to decrease this cost.

		to appointments; Charge for those without Medicaid or insurance. (This includes mothers/babies /children)		No age restrictions and one person allowed to accompany rider. Available to those in wheelchairs or with disabilities.
	Township	\$45,000.	No	General Assistance program: Aid is provided to help people deal with transportation needs. The assistance provided can include money to pay for gasoline, a bus ticket, and / or bus tokens.

sag/dlh/9-2016

**DOCUMENTS PRESENTED FROM
TOWNSHIP SUPERVISOR DEBORAH L. SKILLRUD**

A PROPOSAL
FOR THE CONTINUED OPERATION OF THE JOHN M SCOTT HEALTH RESOURCE
CENTER (JMSHRC)
THROUGH AN INTERGOVERNMENTAL AGREEMENT

PREPARED FOR THE BLOOMINGTON CITY COUNCIL WHO SERVE AS TRUSTEE OF
THE JMSHRC TRUST

BY

DEBORAH L. SKILLRUD
TOWNSHIP SUPERVISOR
SCOTT HEALTH COMMISSION MEMBER
STAFF ADMINISTRATOR

JANUARY 31, 2017

INTRODUCTION

A background history of Judge John M. Scott and the Scott Health Care Trust was summarized by Jeff Jurgens, City Corporation Council, in an August 22, 2016 Council Memo, (see attachment A).

After over three (3) decades, it is time to embrace change while at the same time retaining Judge Scott's legacy. Judge Scott moved to Bloomington in 1848. He practice law with Asahel Gridley in the Miller Davis Law Building. He served in a variety of local government positions: County School Commission, City Clerk, and Circuit Court Judge. He was appointed to the Illinois Supreme Court in 1870. He died in 1898 and is buried in Evergreen Memorial Cemetery.

The Trust has grown during the last thirty-six, (36), years. Trust assets have increased to over \$11.5 million. The past five, (5), year investment return has been 9.8%. In 1982, the Trust's value was \$5.4 million.

Since 1981, there have been five, (5), Administrators. From 1981 - 1988, the Township Supervisor acted as Administrator and Township staffed JMSHC. From 1988 - 2001, the City assumed JMSHRC administration and staffing. In 2001, Ruth Ann Sikora-Fraker, JMSHC Administrator was elected as Township Supervisor and the positions were merged. This remains true to this day.

Starting in 2012, JMSHRC program staff have been and remain Township employees with a percentage of their salary and benefits reimbursed to the Township from Scott Trust assets. Annual adjustments are made to the percentage of employee time.

This proposal suggests adopting a flexible and adaptable approach to determining and addressing unmet needs by clearly defining the intent of the Trust and supportive legal documents instead of reinventing it. This proposal does not suggest a re-organization of the existing framework.

Instead, this proposal addresses concerns and proposes recommendations presented by the Township Supervisor/Administrator.

SUMMARY

The Trust was established in 1981. In 2013, I was elected Township Supervisor. At the start of my term, there was a lot to learn. As Supervisor, I am responsible for all financial matters of the Township, the tax levy and budget ordinance, prevailing wage, the General Assistance program and Evergreen Cemetery. In addition, there was the JMSHRC, which is a unique entity.

I began by reviewing three, (3), key documents: 1.) Declaration of Trust, (see Attachment B); 2.) Commission By-Laws, (see Attachment C) and 3.) Intergovernmental Agreement, (IGA), with the City from August 2009, (see Attachment D). The Declaration of Trust is dated November 1981, the By-Laws were last updated in September 2004. The documents are not in alignment in the areas of roles and responsibilities. With the passage of time and personnel turnover, it is apparent that there is confusion regarding same.

There was also action by the federal government which had an impact. In 2010, the Affordable Care Act, (ACA), was signed into law. In January 2014, the health insurance marketplace also known as health exchanges were certified and enrollment commenced in October 2013. Under the ACA, Medicaid was expanded. Medicaid is a federal/state partnership with shared authority and financing which provides health insurance to low-income individuals, children, their parents, the elderly and people with disabilities. Medicaid includes CHIP, (Children Health Insurance Program). In Illinois, Medicaid was expanded under the ACA. This was voluntary action taken by the state. In 2017, the federal government will cover ninety-seven percent, (97%), of the cost. This will be reduced to ninety percent, (90%), in 2020 and thereafter. Currently, nineteen percent, (19%), of the state's population is enrolled in Medicaid and nine percent, (9%), remains uninsured. The income threshold for Medicaid eligibility is 138% of federal poverty guideline, (\$16,642 for an individual in 2017). This law impacted medical services and costs at the Township and for JMSHRC.

To date, the Congress has voted on sixty, (60), different occasions to repeal the ACA. At this time, it appears that there will be action to repeal and replace the ACA.

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
COUNTY OF McLEAN

FILED
JUL 02 2018
CIRCUIT CLERK
McLEAN
COUNTY

IN THE MATTER OF THE CITY
OF BLOOMINGTON, TRUSTEE OF
THE JOHN M. SCOTT HEALTH
CARE TRUST

)
)
)
)
Case No. 1981CH000135

ORDER APPROVING PETITION TO AMEND DECLARATION OF TRUST

This Cause having come before the Court for hearing on the "Petition to Amend Declaration of Trust" filed by 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"); Notice of Hearing having been provided to all interested parties hereto; and the Court being fully advised in the Premises;

IT IS HEREBY ORDERED:

1. The Court finds that the request by the Trustee to amend and replace the current Trust with the "John M. Scott Health Care Trust Amended Declaration of Trust" is proper and sets forth an appropriate method for implementing the Trust purposes originally provided for in paragraph Eleventh of the Last Will and Testament of John M. Scott dated February 2, 1897, all 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..."
2. The Court finds that the charitable purposes and intent of John M. Scott can best be carried out by amending and restating the existing Trust as proposed and converting to an operational model that provides grants only to qualified grant recipients and eliminates direct services. 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 residences who have limited access to healthcare or the inability to pay for needed healthcare services."
3. The Trustee's authority to execute the "John M. Scott Health Care Trust Amended Declaration of Trust" is hereby approved, ratified and confirmed.
4. The Trustee is further authorized to implement the terms of the "John M. Scott Health Care Trust Amended Declaration of Trust," including winding up any final transitional operations of the John M. Scott Health Care program, paying final expenses in a manner consistent with the terms of the previous trust, terminating any inter-governmental agreements, and disposing of any unneeded tangible personal property, all in a manner that is consistent with the terms of the trust.

5. The amended Trust will remain in place as a court supervised trust with the City of Bloomington, acting by and through the City Council of Bloomington, as Trustee.
6. 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.
7. 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.
8. The City of Bloomington as Trustee will retain authority to approve bylaws, amendments to bylaws, grant guidelines and appointment of commissioners as set forth in the amended Trust.

all of which is ORDERED, ADJUDGED and DECREED.

DATED: 7.2, 2018.



JUDGE

Thomas E. Herr
ARDC #6211062
Dunn Law Firm, LLP
1001 N. Main Street, Suite A
Bloomington, IL 61701
(309) 828-6241
teh@dunnlaw.com



**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 15, 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

DRAFT MINUTES
John M. Scott Health Care Commission Meeting
Wednesday, January 24, 2019
Illinois Prairie Community Foundation @ The Foundry
5:30-6:30 pm

Present: Dr. John Couillard, Dr. Scott Hamilton, Holly Ambuehl, Deb Halperin, Deb Skillrud, Donna Hartweg (via phone), Sue Grant

City staff administrator: Jennifer Toney

Absent: Brandi Sweeney, Dr. Jim Swanson

- I. Call to order
The meeting was called to order by Chair Grant at 5:30 pm
- II. Review of last month's meeting minutes
After review and brief discussion of a minor change per Donna H., Jennifer reported she had made the change in the minutes that were sent out. Dr. Couillard moved to approve; Dr. Hamilton seconded: Approved unanimously.
- III. Staff Administrator's Report
 - Jennifer reported the city's requisition for Grants software is in process.
 - Work is progressing on the court report for FY18; she has been in touch with Attorneys Herr and Yoder
 - Jennifer's time for work through December, 2018=\$4,012.50
 - Will need information for City Council packet that goes out for public review on 2/8 for the meeting on 2/11; Council memo deadline is 1-29-19.
 - Angie McLaughlin's new member application received
 - Grants approved at tonight's meeting will be sent to grantees after approval at the 2/11 City Council meeting
- IV. Scott Rathbun, Finance Director for City of Bloomington
Introduced himself to the commission. He gave copies of the latest Vanguard account statement to commission members; current fund is at \$12.1 million. Currently, he is the single signer on the account and would like a second signer, though Vanguard does not require dual control. He had questions about the Investment committee and would like to be included on Investment committee meetings and minutes. He also requested that a policy be developed on the execution of withdrawal, trading, and/or transfer of funds from the Vanguard account, if it does not currently exist.
He suggested the commission consider the retention of a financial advisor for expertise; he also pointed out this comes with a cost, usually a percentage of the fund.
- V. Grants discussion: Donna and Holly
Approximately \$130,000 remains in the FY2019 grants budget. The Grants committee is proposing that each entity that was approved to receive grant funding at the December 19, 2018 meeting could also receive additional funding from the \$130,000 that remains. If each additional amount is awarded at the percentage from the original grant amount, it would

provide added funds for each entity. It will be made clear that this is a single award, and is a consequence of the commission's transition, and will not occur routinely in the future. Dollars will be rounded for ease in check writing. The FY19 total grants awarded=\$305,001 and are as follows:

Agency	Program	Approved Funding	% of Budgeted Total	Additional	FY19 Total
Community Health Care Clinic	Operations	60,000.00	34.29%	44,571.43	104,571.00
Community Health Care Clinic	Pharmacy	15,000.00	8.57%	11,142.86	26,143.00
Center for Human Services		55,000.00	31.43%	40,857.14	95,857.00
Center for Youth and Family Solutions	Counseling	10,000.00	5.71%	7,428.57	17,429.00
Center for Youth and Family Solutions	Telepsych	10,000.00	5.71%	7,428.57	17,429.00
Peace Meal		10,000.00	5.71%	7,428.57	17,429.00
McLean County Health Department	Dental Clinics	15,000.00	8.57%	11,142.86	26,143.00
Total		175,000.00	100.00%	130,000.00	305,001.00

Dr. Hamilton moved to approve the additional funding; Deb Skillrud seconded. The motion passed unanimously. Donna Hartweg will write the letter to accompany the grant award; each agency will receive one check that includes the original grant amount + the additional amount voted on at this meeting pending approval of the City Council.

The grants committee will meet on February 4, 2019 to continue work on policies, procedures, and protocols for grant submission. Drafts will be submitted to the council for approval.

There was discussion related to media contacts that may happen post-grant announcement. It was agreed upon that the Commission Chair or Vice Chair will be the contact for any media requests for information related to the awarding of grants.

VI. Open seats on the Commission

Angie McLaughlin submitted her application for the commission. Dr. Couillard moved to approve the addition of Angie to the commission; Dr. Hamilton seconded. The motion to add Angie McLaughlin to the commission passed unanimously. Final approval is pending City Council approval.

Sue contacted a local dentist to assess interest in assuming the open position that will be created May 1 when Donna Hartweg leaves the commission. She will report next month on progress in finding a dentist for the open seat.

There is also a need to fill an additional opening on the commission. It has been agreed upon that the person who fills the opening should have financial expertise that will help guide the decision making in the future. Donna has reached out to several people and will continue to pursue unless others know of someone who may have the expertise and interest in serving.

VII. Election of Chairperson, Vice Chair, Secretary and Treasurer

Election of these positions, per the revised by-laws needs to occur prior to the new fiscal year (starts May 1), should be on the March meeting agenda. Members should think about the positions and come prepared for discussion at the February meeting

VIII. Other

The commission would like to do something to honor Dr. Steve Doran. Dr. Doran passed away a few months ago at age 61 while on a mission trip in Haiti. He was a former member of the commission and served the community for many years through holding the Gary Johnson dental extraction clinic twice a year at his practice.

Sue will reach out to his partners for advice on what they feel would be a fitting tribute.

IX. Next meeting date

February 27th at the same location

X. Adjournment

Holly moved to adjourn the meeting at 6:30 pm; Dr. Hamilton seconded. The motion passed.

Minutes submitted per Sue Grant

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

This Program Funding Agreement (“Agreement”) is between the City of Bloomington as Trustee for the John M. Scott Health Trust (“TRUSTEE”) and the Community Health Care Clinic (“CHCC”).

TERMS: This Agreement shall cover the City of Bloomington’s fiscal year of May 1, 2018 through April 30, 2019.

FUNDED PROGRAM(S): General Operations AND Dispensary Coordinator/Pharmacy Technician

FUNDING PER PROGRAM: \$104,571 AND \$26,143, respectively.

DESCRIPTION OF SERVICES: The Community Health Care Clinic's mission is to provide quality health care to the medically underserved population of McLean County through operation of a free medical clinic. Funding through this agreement will support clinic operation expenses and the Dispensary Coordinator/Pharmacy Technician position.

PAYMENT FOR SERVICES: The TRUSTEE agrees to pay CHCC \$130,714 for the term year for the services described. Payment shall be made in the amount of \$130,714 on or after May 1, 2018 and before April 30, 2019. If payment is not made in accordance with these terms, The CHCC shall, at its discretion, terminate its responsibilities under this agreement until such time as payment is made in full.

RELATIONSHIP OF PARTIES: It is understood by the parties that CHCC is an independent contractor with respect to this agreement and neither CHCC nor its staff are employees of the TRUSTEE. The TRUSTEE will not provide fringe benefits, health insurance, vacations, worker’s compensation insurance, or any other employee benefit for the employees of CHCC; all such matters are the responsibility of CHCC.

CONFIDENTIALITY: Both parties, the TRUSTEE and CHCC, agree to not divulge, disclose, or communicate in any manner any information about clients, except as required by law to meet its obligations under the Agreement, or as permitted in writing by the client. This provision shall continue to be in effect after the termination of this Agreement.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and there are no other promises altering this Agreement, whether oral or written.

SEVERABILITY: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

OUTCOMES: CHCC shall submit accomplishment reports to the TRUSTEE semi-annually. The expected outcomes for the Community Health Care Clinic are as follows:

- Operations: Serve at least 1000 eligible, unduplicated patients;
- Operations: Serve at least 200 new, eligible patients;
- Dispensary Coordinator/Pharmacy Technician: Dispense at least 20,000 medications to eligible patients;
- Dispensary Coordinator/Pharmacy Technician: Increase client adherence to medication schedules via the Pill Box program.

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

APPROVAL: This Program Funding has been approved by the Bloomington City Council, as Trustee, on February 11, 2019.

TRUSTEE of Bloomington

Community Health Care Clinic

APPROVED: _____
Tari Renner

APPROVED: _____
Mike Romagnoli

TITLE: Mayor

TITLE: Executive Director

DATED: _____

DATED: _____

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

This Program Funding Agreement (“Agreement”) is between the City of Bloomington as Trustee for the John M. Scott Health Trust (“TRUSTEE”) and the McLean County Center for Human Services (“MCCHS”).

TERMS: This Agreement shall cover the City of Bloomington’s fiscal year of May 1, 2018 through April 30, 2019.

FUNDED PROGRAM(S): Psychiatric Program

FUNDING PER PROGRAM: \$95,857

DESCRIPTION OF SERVICES: The Psychiatric Program provides psychiatric services that relieve symptoms of mental illness with the ultimate goal of improving an individual’s emotional status and functional ability, as well as preventing unnecessary hospitalizations or incarcerations. Individuals served in this program have a diagnosable mental illness and a functional impairment based upon this illness. Funding through this agreement will support the Psychiatric Program's staff salary and benefits package.

PAYMENT FOR SERVICES: The TRUSTEE agrees to pay MCCHS \$95,857 for the term year for the services described. Payment shall be made in the amount of \$95,857 on or after May 1, 2018 and before April 30, 2019. If payment is not made in accordance with these terms, The MCCHS shall, at its discretion, terminate its responsibilities under this agreement until such time as payment is made in full.

RELATIONSHIP OF PARTIES: It is understood by the parties that MCCHS is an independent contractor with respect to this agreement and neither MCCHS nor its staff are employees of the TRUSTEE. The TRUSTEE will not provide fringe benefits, health insurance, vacations, worker’s compensation insurance, or any other employee benefit for the employees of MCCHS; all such matters are the responsibility of MCCHS.

CONFIDENTIALITY: Both parties, the TRUSTEE and MCCHS, agree to not divulge, disclose, or communicate in any manner any information about clients, except as required by law to meet its obligations under the Agreement, or as permitted in writing by the client. This provision shall continue to be in effect after the termination of this Agreement.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and there are no other promises altering this Agreement, whether oral or written.

SEVERABILITY: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

OUTCOMES: MCCHS shall submit accomplishment reports to the TRUSTEE semi-annually. The expected outcomes for the McLean County Center for Human Services are as follows:

- Provide psychiatric services to at least 800 eligible, unduplicated patients during the program year through the Psychiatric Program;
- At least 75% of eligible individuals served will remain in the program at least six months;
- At least 75% of eligible individuals served will maintain or improve their emotional/functional status while receiving psychiatric services;

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

- At least 75% of eligible clients surveyed will self-report progress while receiving psychiatric services.

APPROVAL: This Program Funding has been approved by the Bloomington City Council, as Trustee, on February 11, 2019.

TRUSTEE of Bloomington

McLean County Center for Human Services

APPROVED: _____
Tari Renner

APPROVED: _____
Tom Barr

TITLE: Mayor

TITLE: Executive Director

DATED: _____

DATED: _____

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

This Program Funding Agreement (“Agreement”) is between the City of Bloomington as Trustee for the John M. Scott Health Trust (“TRUSTEE”) and the Center for Youth and Family Solutions (“CYFS”).

TERMS: This Agreement shall cover the City of Bloomington’s fiscal year of May 1, 2018 through April 30, 2019.

FUNDED PROGRAM(S): Family Counseling Program AND Youth Tele-Psych Program

FUNDING PER PROGRAM: \$17,429 AND \$17,429, respectively.

DESCRIPTION OF SERVICES: The CYFS offers a Family Counseling Program that strive to meet the mental health and relationship needs of individuals, couples and families. Through this program, the CYFS works with the Community Health Care Clinic to focus it's efforts on integrated health care providing services related to both physiological and mental health. The CYFS will utilize funding through this project to provide services McLean County residents with Community Health Care Clinic patients prioritized.

The CYFS also provides a Tele-Psych service to children and adolescents. Through this program, CYFS offers the services of a Board Certified Child and Adolescent Psychiatrist. Through this program, CYFS strives to reduce the symptomology and crisis cycles often seen in youth with serious mental health issues. Services will include psychiatric evaluation and medication management for youth.

PAYMENT FOR SERVICES: The TRUSTEE agrees to pay CYFS \$34,858 for the term year for the services described. Payment shall be made in the amount of \$34,858 on or after May 1, 2018 and before April 30, 2019. If payment is not made in accordance with these terms, The CYFS shall, at its discretion, terminate its responsibilities under this agreement until such time as payment is made in full.

RELATIONSHIP OF PARTIES: It is understood by the parties that CYFS is an independent contractor with respect to this agreement and neither CYFS nor its staff are employees of the TRUSTEE. The TRUSTEE will not provide fringe benefits, health insurance, vacations, worker’s compensation insurance, or any other employee benefit for the employees of CYFS; all such matters are the responsibility of CYFS.

CONFIDENTIALITY: Both parties, the TRUSTEE and CYFS, agree to not divulge, disclose, or communicate in any manner any information about clients, except as required by law to meet its obligations under the Agreement, or as permitted in writing by the client. This provision shall continue to be in effect after the termination of this Agreement.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and there are no other promises altering this Agreement, whether oral or written.

SEVERABILITY: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

OUTCOMES: CYFS shall submit accomplishment reports to the TRUSTEE semi-annually. The expected outcomes for the Center for Youth and Family Solutions are as follows:

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

- Family Counseling Program: Serve at least in 20 eligible individuals with 150 hours of service through the Family Counseling Program;
- Family Counseling Program: Of the eligible clients served, at least 50% will be Community Health Care Clinic patients;
- Family Counseling Program: At least 75% of eligible individuals served will complete recommended treatment program;
- Tele-Psych Program: Serve at least 50 eligible, unduplicated youth with at least 100 hours of service through the Tele-Psych program;
- Tele-Psych Program: At least 75% of eligible individuals served will report experiencing a reduction in presenting symptoms.

APPROVAL: This Program Funding has been approved by the Bloomington City Council, as Trustee, on February 11, 2019.

TRUSTEE of Bloomington

Center for Youth and Family Solutions

APPROVED: _____
Tari Renner

APPROVED: _____
Stephanie A. Barisch

TITLE: Mayor

TITLE: Assistant Clinical Director

DATED: _____

DATED: _____

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

This Program Funding Agreement (“Agreement”) is between the City of Bloomington as Trustee for the John M. Scott Health Trust (“TRUSTEE”) and the Peace Meals (“Peace Meals”).

TERMS: This Agreement shall cover the City of Bloomington’s fiscal year of May 1, 2018 through April 30, 2019.

FUNDED PROGRAM(S): Peace Meals Senior Nutrition Program

FUNDING PER PROGRAM: \$17,429

DESCRIPTION OF SERVICES: Sarah Bush Lincoln Peace Meal Senior Nutrition Program provides senior services to residents of McLean County by providing congregate and in-home meal services to senior citizens who are in the “greatest need” with a goal of improving or maintaining the individual’s health status and ability to remain at home. This service will include meals delivered to homebound persons and meals at congregate sites for able-bodied seniors. Nutrition sites offer opportunities for socialization, volunteerism, creativity and teamwork.

PAYMENT FOR SERVICES: The TRUSTEE agrees to pay Peace Meals \$17,429 for the term year for the services described. Payment shall be made in the amount of \$17,429 on or after May 1, 2018 and before April 30, 2019. If payment is not made in accordance with these terms, The Peace Meals shall, at its discretion, terminate its responsibilities under this agreement until such time as payment is made in full.

RELATIONSHIP OF PARTIES: It is understood by the parties that Peace Meals is an independent contractor with respect to this agreement and neither Peace Meals nor its staff are employees of the TRUSTEE. The TRUSTEE will not provide fringe benefits, health insurance, vacations, worker’s compensation insurance, or any other employee benefit for the employees of Peace Meals; all such matters are the responsibility of Peace Meals.

CONFIDENTIALITY: Both parties, the TRUSTEE and Peace Meals, agree to not divulge, disclose, or communicate in any manner any information about clients, except as required by law to meet its obligations under the Agreement, or as permitted in writing by the client. This provision shall continue to be in effect after the termination of this Agreement.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and there are no other promises altering this Agreement, whether oral or written.

SEVERABILITY: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

OUTCOMES: Peace Meals shall submit accomplishment reports to the TRUSTEE semi-annually. The expected outcomes for the Peace Meals are as follows:

- At least 90 low-income program participants will receive case management services through in-home assessments.

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

APPROVAL: This Program Funding has been approved by the Bloomington City Council, as Trustee, on February 11, 2019.

TRUSTEE of Bloomington

Peace Meals

APPROVED: _____
Tari Renner

APPROVED: _____
Jerry Esker

TITLE: Mayor

TITLE: President and CEO

DATED: _____

DATED: _____

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

This Program Funding Agreement (“Agreement”) is between the City of Bloomington as Trustee for the John M. Scott Health Trust (“TRUSTEE”) and the McLean County Health Department (“MCHD”).

TERMS: This Agreement shall cover the City of Bloomington’s fiscal year of May 1, 2018 through April 30, 2019.

FUNDED PROGRAM(S): Dental Clinic

FUNDING PER PROGRAM: \$26,143

DESCRIPTION OF SERVICES: The McLean County Health Department provides dental services for residents of McLean County. Funding through this agreement will support exams, extractions, fillings, preventive care and X-rays performed through the dental clinic.

PAYMENT FOR SERVICES: The TRUSTEE agrees to pay MCHD \$26,143 for the term year for the services described. Payment shall be made in the amount of \$26,143 on or after May 1, 2018 and before April 30, 2019. If payment is not made in accordance with these terms, The MCHD shall, at its discretion, terminate its responsibilities under this agreement until such time as payment is made in full.

RELATIONSHIP OF PARTIES: It is understood by the parties that MCHD is an independent contractor with respect to this agreement and neither MCHD nor its staff are employees of the TRUSTEE. The TRUSTEE will not provide fringe benefits, health insurance, vacations, worker’s compensation insurance, or any other employee benefit for the employees of MCHD; all such matters are the responsibility of MCHD.

CONFIDENTIALITY: Both parties, the TRUSTEE and MCHD, agree to not divulge, disclose, or communicate in any manner any information about clients, except as required by law to meet its obligations under the Agreement, or as permitted in writing by the client. This provision shall continue to be in effect after the termination of this Agreement.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties, and there are no other promises altering this Agreement, whether oral or written.

SEVERABILITY: If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such a provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

OUTCOMES: MCHD shall submit accomplishment reports to the TRUSTEE semi-annually. The expected outcomes for the McLean County Health Department are as follows:

- Provide dental services to at least 250 unduplicated, eligible patients;
- Perform at least 3500 dental contacts with eligible clients.

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

APPROVAL: This Program Funding has been approved by the Bloomington City Council, as Trustee, on February 11, 2019.

TRUSTEE of Bloomington

McLean County Health Department

APPROVED: _____
Tari Renner

APPROVED: _____
Judy Buchanan

TITLE: Mayor

TITLE: Board of Health President

DATED: _____

DATED: _____

JOHN M. SCOTT HEALTH CARE TRUST FUNDING AGREEMENT

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Public Works Department

SUBJECT: Consideration of a Resolution authorizing a Change Order, in the amount of \$163,362, for the FY 2019 Sewer Rehabilitation Agreement awarded to Hoerr Construction, Inc., on November 26, 2018 (Bid No. 2019-18), for the purpose of funding manhole rehabilitation within the project site, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Resolution authorizing a Change Order in the amount of \$163,362 for the FY 2019 Sewer Rehabilitation Agreement awarded to Hoerr Construction, Inc. be approved and the Mayor and Interim City Clerk be authorized to execute the Resolution.

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

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

BACKGROUND: Public Works is recommending a change order, which will add \$163,362 to the FY 2019 Sewer Rehabilitation agreement with Hoerr Construction, Inc., which was awarded on November 26, 2018 (Bid No. 2019-18), so that they can perform necessary sanitary manhole rehabilitation work that is currently outside the scope of the awarded project. The sanitary manhole rehabilitation effort includes cleaning and spraying the manhole concrete with a protective coating that prevents the deterioration of the concrete structures.

During the pre-televising stage of the subject project, City staff discovered that existing manholes associated with the public sewer mains included with the project were showing signs of deterioration due to corrosive effects of the sewer gases. This work was not previously identified during design development because a majority of the manholes were buried between 2'-3' deep within the farm fields. It should be noted that based on the manhole locations staff only had limited information available to formulate an understanding of manhole conditions because a majority of the existing manholes were buried and the manholes that were inspected previously had less deterioration than the manholes discovered after the project start.

Staff recommends that the contractor complete the manhole rehabilitation work during this project because all of the existing manholes were exposed at the start of the project and are ready to be lined to protect the concrete structures from further deterioration. Staff believes the City will realize lower costs to complete the manhole rehabilitation during the sewer line rehabilitation rather than coming back at a future date to complete the manhole rehabilitation. Any funds remaining after the additional manhole rehabilitation work will be used for additional cured-in-place pipe lining (CIPP), and sewer point repairs in various locations throughout the City.

The original agreement amount of \$2,010,738 is comprised of funds from the Sanitary Sewer-Sewer Construction and Improvement, and Community Development Capital Campaign-Sewer Construction and Improvement accounts. The Sanitary Sewer account portion of the original agreement utilized \$1,836,638 of the budgeted amount, \$2,000,000. Staff proposes using the remaining \$163,362 from the specified sanitary sewer account to address additional repair needs by increasing the agreement amount with Hoerr Construction, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was originally advertised in The Pantagraph on October 2nd and October 9th of 2018. A pre-bid meeting was held at 1:30 PM on October 9, 2018 in the Public Works Conference Room.

FINANCIAL IMPACT: If approved, the change order of \$163,362, will be paid out of the Sanitary Sewer-Sewer Construction and Improvement account (51101100-72550). Stakeholders can locate this in FY 2019 Budget Book titled “Other Funds & Capital Improvement” on page 142.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment; UEW-1.1 Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; and UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment

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

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer
Michael Hill, Miscellaneous Technical Assistant

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- PW 2B - RESOLUTION Change Order for FY2019 Sewer Rehabilitation 02112019
- PW 2C - AGREEMENT Change Order for FY2019 Sewer Rehabilitation 02112019
- PW 2D - COUNCIL MEMO (ORIGINAL) Change Order for FY2019 Sewer Rehabilitation 02112019

RESOLUTION NO. 2019 - ____

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$163,362.00
TO THE FY 2019 SEWER REHABILITATION CONTRACT BETWEEN THE CITY OF
BLOOMINGTON AND HOERR CONSTRUCTION, INC.**

WHEREAS, the City of Bloomington has previously authorized a contract with Hoerr Construction, Inc. for sewer rehabilitation work (FY2019 Sewer Rehabilitation Project, Bid NO. 2019-18).

WHEREAS, the City has budgeted a total of \$2,000,000 under the Sanitary Sewer - Sewer Construction & Improvement account (51101100-72550) of which \$1,836,638 has been awarded to Hoerr Construction, Inc.

WHEREAS, the awarded project has been initiated by Hoerr Construction, Inc. and will require manholes within the project limits be rehabilitated.

WHEREAS, it is desirous to proceed with additional rehabilitation work by extending the Hoerr Construction, Inc.'s purchase order (#20190384) through a change order.

WHEREAS, it is the finding of the City Council that the work is germane to the original contract and the decision to approve the change order is in the best interest of the City of Bloomington.

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

That a change order in the amount of \$163,362.00 in the contract between the City of Bloomington and Hoerr Construction, Inc. is approved and may be executed by the City Manager or his designee.

PASSED this 11th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

AGREEMENT

THIS AGREEMENT, Made and entered into this **November 26, 2018**, by and between, **Hoerr Construction, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **October 2, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 SEWER REHABILITATION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Wednesday, November 7, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 SEWER REHABILITATION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2019 SEWER REHABILITATION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$2,010,738.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **450 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST:

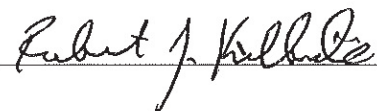

City Clerk

CITY OF BLOOMINGTON
By: 
City Manager

WITNESS:



CONTRACTOR (Seal)



**CONSENT AGENDA ITEM NO. 7G**

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract with Hoerr Construction, Inc. for the FY 2019 Sewer Rehabilitation Program (Bid# 2019-18), in the amount not to exceed \$2,010,738, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Contract with Hoerr Construction, Inc., including the bid unit prices proposed, for the FY2019 Sewer Rehabilitation Program (Bid# 2019-18), in the amount not to exceed \$2,010,738, be approved, and the City Manager 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: Objective 2c. Functional, well maintained sewer collection system; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Public Works and Community Development are recommending the approval of a contract with Hoerr Construction, Inc. for the FY 2019 Sewer Rehabilitation Contract in the amount not to exceed \$2,010,738 for the FY2019 Sewer Rehabilitation Program (Bid# 2019-18). Work proposed within this contract includes sanitary sewer cured-in-place pipe lining (CIPP) and sewer point repairs in various locations to address immediate sewer rehabilitation work.

The City is including a 175 foot sewer main extension on Elm Street between Oak Street and Lee Street. The extension will eliminate a private wildcat service that serves two homeowners on the same 6" sewer line and extend 2 additional service connections to the parkway behind the existing curb for possible future connections to remove 2 more homes on the south side of Elm Street from another wildcat sewer. Finally, the Sewer Rehabilitation contract will include a third project area, which includes work on a brick sewer in the back yards of the north side of Taylor Street between Allin and Morris Streets and includes abandoning a 36" brick sewer and the extension of up to 4 house services approximately 20' to an existing 36" reinforced concrete pipe sewer. The old and crumbling 36" brick sewer is to be filled and abandoned to avoid potential back yard cave-ins. These two projects are part of the City of Bloomington Community Development Block Grant Action Plan for 2018-2019 and will accomplish the Suitable

Living Environment - Infrastructure goal by utilizing CDBG funds to preserve and rehabilitate sewer infrastructure located in low and moderate income areas.

The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting, and corrosion-resistant pipe. The sewers planned for lining range in diameter from 12" to 42". Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. The bid package included a base bid (A) for sewer lining and miscellaneous pay items, a base bid (B) for the Taylor Street sewer abandonment, and a base bid (C) for the Elm Street sewer extension. The bid package also included three alternate bids (I, II, III) - Alternate Bid I - Zia System, Alternate Bid II - Contractor Supply of Water for the complete lining project, and Alternate Bid III - Contractor Supply of Water for the complete lining project with access to a centrally located hydrants. Alternate Bid I specified the use of a Zia System, which is used to monitor the curing temperatures at 1/2 foot intervals for the entire length of the liner being installed. Alternate Bid II specified the contractor to supply all the gallons of water and the water hauling to complete the project. Alternate Bid III specified the contractor to supply all the gallons of water and the water hauling to complete the project from a nearby hydrant location. The supply of water from City hydrants is a pilot program requiring the Contractor to follow strict guidelines to obtain the water from the pre-selected hydrants.

The contract allows 450 calendar days for the work to be completed from the issuance of the Notice to Proceed. This is a longer period than our usual 150 days and is facilitated by the need to get into farm fields within the City's sewer easements to complete the work in the late fall, winter, and early spring between growing seasons. Because of the time of year that the project will be completed, it was necessary to give the contractor 2 seasons to complete the work. It is anticipated that all work will conclude prior to FY2020 closing April 30, 2021. The Elm Street and Taylor Street Sewer will have until April 30, 2019 for completion. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Since 2012, including the 2019 contract, the City of Bloomington has awarded CCTV contracts for approximately 50 miles, or 15%, of the 335 miles of combo and sanitary sewers. It is important to be proactive while televising with CCTV contracts to determine the condition of the existing sewer system, because of the high cost of sewer point repairs. In addition, to the televising on these contracts the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program® (PACP®). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on when the roads will be resurfaced, PACP assessment, and the location of the sewer under major city routes. If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized from lining with a structural CIPP liner. The average point repair can cost up

to \$12,000, or more, and the City could line over 500 feet of 8" sewer with the same money. The Sewer Master Plan has recommended spending \$3,250,000 annually to rehabilitate the City's sewer system along with additional staffing needs (FTEs) of 2.5.

The Public Works Department's Engineering Division prepared plans and specifications for the FY 2019 Sewer Rehabilitation and the project was advertised for bids beginning on October 2, 2018. Bids were received until 11:00 AM Wednesday, November 7, 2018, in the office of the City Clerk. Four bids were received and opened in the City Hall Conference Room. The bid tabulation is attached.

<i>Engineer's Estimate</i>	<u>(Base Bid (A,B,C) + Alt. Bid I + Alt. Bid III)</u>
	\$2,236,384.00
Hoerr Construction, Inc. (Low Bid)	\$2,010,738.00
Insituform Technologies USA, LLC	\$2,352,562.80
SAK Construction, LLC	\$2,723,365.60
Visu-Sewer of Illinois, LLC	\$3,138,085.20

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff advertised the work in The Pantagraph on October 2, 2018, and held a pre-bid meeting at 1:30 PM on October 9, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2019 Budget includes \$2,000,000 budgeted under the Sanitary Sewer-Sewer Construction and Improvement account (51101100-72550) account. The remaining \$174,100 has been made available under the Community Development Capital Campaign-Sewer Construction and Improvement account (22402440-72550-52000). A reallocation of Community Development budgeted funds in FY 2019 has made \$174,100 available for the Elm & Taylor Street portion of the project. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 25, 142, 244 and The funds will be distributed as shown in the table below.

	Bid	Award
Sewer Rehabilitation (51101100-72550)	\$1,741,933	\$1,741,933
ZIA System (51101100-72550)	\$23,540	\$23,540
Supply Water w/ Hydrant (51101100-72550)	\$7,500	\$7,500
Elm St Sewer (51101100-72550)	\$63,665	\$63,665
TOTAL (51101100-72550)	\$1,836,638	\$1,836,638
 Elm St Sewer (22402440-72550-52000)	 \$75,000	 \$75,000
Taylor St Sewer (22402440-72550-52000)	\$99,100	\$99,100
TOTAL (22402440-72550-52000)	\$174,100	\$174,100
GRAND TOTAL	\$2,010,738	\$2,010,738

COMMUNITY DEVELOPMENT IMPACT: The Neighborhoods and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) include multiple goals and objectives related to this item:

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

N-1.1 Enhance the livability of all Bloomington neighborhoods

N-1.2 Prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.1 Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs

UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, PE, Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant
Jennifer Toney, Grants Coordinator

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Contract
- Overall Plan
- Completed Sewer Lining Plan
- Taylor St Sewer Plan
- Elm St Sewer Plan

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration of an Ordinance amending Ordinance 2017-11 and providing an additional year for the completion of certain public improvements in the Third Addition to Shirk Commercial Subdivision, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Ordinance amending Ordinance 2017-11 and providing an additional year for the completion of certain public improvements in the Third Addition to Shirk Commercial Subdivision be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound city providing quality basic services. Goal 2. Upgrade city infrastructure and facilities. Goal 3. Grow the local economy

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective delivery of service. 2a. Better quality roads and sidewalks. 2c. Functional, well maintained sewer collection system. 3e. Strong working relationship among the City, businesses, economic development organizations

BACKGROUND: On February 13, 2017, the City Council passed an ordinance approving the final plat of the Third Addition to Shirk Commercial Subdivision, approximately 35.56 acres located at the southwest corner of Hershey Rd and College Ave. The Petitioner, Sunrise Company, LLC (Sunrise), retained portions of the subdivision and sold portions of the subdivision to Kroger Limited Partnership I (Kroger) for development into a grocery store. The final plat has identified on it public improvements that are to be constructed within the subdivision. Chapter 24, Section 4.6.1 of the Bloomington City Code provides that the owner, developer, or sub-divider of a final plat shall complete all public improvements within two years following the approval of a final plat by the corporate authorities of the City. This Ordinance requires the public improvements depicted on the Final Plat approved by Council on February 13, 2017, to be completed by February 13, 2019. As part of the final plat application, Kroger provided the City with a performance bond dated February 9, 2017, guaranteeing completion of the required public improvements within two years of approval of the final plat.

Kroger has requested that it be given an additional year within which to complete the public improvements. (See the attached December 18, 2018, letter from Pamela Matthews, President Kroger Central Division.) Their performance will remain secured

by the performance bond. Staff recommends that Kroger be given an additional year to complete the required public improvements and that the relevant ordinance be amended accordingly so that all public improvements depicted on the final plat are to be completed no later than February 13, 2020. Installation of the public improvements will allow for development of the subdivision; the improvements are benefits to the community and encourage infill development in the City.

Public improvements required include:

- Addition of an east bound right turn lane on College Avenue; including modifications to the signal for a private drive to the south of College Avenue;
- Public storm sewers throughout the property;
- Public sidewalks on Hershey Road west of the right-of-way and on the north side of Jumer Drive south of Lot 8, including any ADA accessible ramps;
- Bus shelter improvements on College Avenue and on Hershey Road.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Kroger Limited Partnership I, Sunrise Company, LLC

FINANCIAL IMPACT: Installing the public improvements will decrease barriers for development of the property and encourage economic development on a vacant piece of land. Increased economic development results in additional sales tax and property tax revenue for the City. There is no direct/immediate Budgetary impact from extending the deadline for executing the improvements.

COMMUNITY DEVELOPMENT IMPACT: The subject property is identified in the Comprehensive Plan 2035 as a Tier-1 Infill Development priority. The cost of installing public improvements can be a barrier for development of the site. Kroger has agreed to install the public improvements by February 13, 2020 which allows for development of the property.

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

Respectfully submitted for Council consideration.

Prepared By: George D. Boyle, Asst. Corporation Counsel
Katie Simpson, City Planner

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Community Development Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- LGL 2B - ORDINANCE Shirk Kroger
- LGL 2C - LETTER Requesting Extension

ORDINANCE 2019 - ____

AN ORDINANCE AMENDING ORDINANCE 2017-11 AND PROVIDING AN ADDITIONAL YEAR FOR THE COMPLETION OF CERTAIN PUBLIC IMPROVEMENTS IN THE THIRD ADDITION TO SHIRK COMMERCIAL SUBDIVISION

WHEREAS, the City of Bloomington is a home rule unit of government organized under the constitution and laws of the State of Illinois; and

WHEREAS, on February 13, 2017, the corporate authorities of the City approved the final plat of the Third Addition to Shirk Commercial Subdivision (Final Plat); and

WHEREAS, Chapter 24, Section 4.6.1 of the Bloomington City Code requires that the owner, developer, or subdivider of a final plat complete all public improvements within two years following the approval of the final plat by the corporate authorities of the City; and

WHEREAS, the Final Plat identifies improvements that are to be constructed within the subdivision, including certain right turn lane improvements, signalization modifications, public storm sewer main extension, sidewalks and bus shelters (the Public Improvements); and

WHEREAS, Kroger Limited Partnership I (Kroger) requested that the City provide it with an extension of one year for Kroger to complete the Public Improvements, until February 13, 2020; and

WHEREAS, Kroger has, as required by City Code, furnished a performance bond to the City, dated February 9, 2017, in the amount of \$772,710.95, securing completion of said improvements and is providing the appropriate bond affirmation rider; and

WHEREAS, the City Manager recommends that the corporate authorities provide Kroger with a twelve month extension to the date upon which the Public Improvements are to be completed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That the time by which all public improvements depicted in the Final Plat of the Third Addition to Shirk Commercial Subdivision are to be completed is hereby extended by one year, so that the deadline for completion of the required public improvements is February 13, 2020.

SECTION 2. That Ordinance 2017-11, Section 1, is hereby amended to read as follows: "That the Final Plat of Shirk Commercial Subdivision last revised January 27, 2017, is hereby approved and all Public Improvements identified on said Final Plat shall be completed by February 13, 2020."

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

PASSED this 11th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



KROGER FOOD STORES

5960 Castleway West Dr., Indianapolis, Indiana 46250

December 18, 2018

George D. Boyle
Assistant Corporation Counsel
City of Bloomington, Illinois
109 E. Olive
P.O. Box 3157
Bloomington, Illinois 61702-3157

Subject: Third Addition to Shirk Commercial Subdivision Public Improvements

Dear Mr. Boyle:

We are in receipt of your letter dated December 17, 2018 regarding the required, bonded, public improvements in connection with the above referenced commercial subdivision plat. This letter serves as formal written request for a one year extension for Kroger to complete the public improvements referenced in your December 17, 2018 letter.

Our understanding is that city staff will positively recommend this extension to the City Council. If approved, this would extend the deadline to perform the work through the end of February, 2020.

Thank you for your help in this matter. We look forward to hearing back from you soon. Once the extension request is approved, Kroger will determine a date to complete the work and submit the plans for the work to the City of Bloomington prior to commencing construction work and will provide the city a complete set of drawings following construction completion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pamela Matthews", followed by a horizontal line.

Pamela Matthews
President
Kroger Central Division

Cc: Kyle Grubbs
Dave Nielson
Doug Higgins
Rita Williams
Tim Gleason, City Manager
Austin Grammer, Economic Development Coordinator



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Legal

SUBJECT: Consideration of adopting an Ordinance approving an Amendment to the Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City's rental payment for FY 2020 by \$94,074, as requested by the Legal Department.

RECOMMENDATION/MOTION: The Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement be entered into between Public Building Commission of McLean County be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City and McLean County currently jointly lease the Government Center facility and Abraham Lincoln Parking Garage from the Public Building Commission (PBC). The County undertook an effort in July 2015 to restructure this lease arrangement with the PBC to expand its scope to additional properties, including the potential jail expansion, as well as to take into account long term maintenance responsibilities for the facilities. As a result, all parties agreed to renew its lease obligations and accordingly an Amended and Restated Lease Agreement was approved by Council on July 27, 2015.

This Amendment to the 2015 Amended and Restated Lease Agreement reflects an adjustment to the payment schedule due to a decrease in the estimated operations and maintenance cost for Calendar Year 2019. This will result in \$94,074 less in lease payments in FY 2020.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the Finance department will lower the budgeted cost in the FY 2020 Proposed Budget for the payment to the Public Building Commission. For stakeholders this will lower the City's cost in the Government Center-Repair/Maintenance account (10015485-70510) in FY 2020 from \$433,625 to \$339,551.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- LGL 1B - Ordinance Approving Amendment to Amended & Restated Lease Agreement
- LGL 1C - Amendment to Amended & Restated Lease Agreement

ORDINANCE 2019 - ____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE
AMENDED AND RESTATED LEASE AGREEMENT**

**BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

SECTION 1. That the Amendment to the Amended and Restated Lease Agreement between the Public Building Commission of McLean County, the City of Bloomington and McLean County, attached hereto as Exhibit A is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment.

SECTION 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 11th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 18, 2018 (the "*Amendment*"), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the "*County*") and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the "*City*"), as Lessees,

WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Revenue Bonds, Series 2015 (the "*2015 Bonds*"); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the 2015 Bonds, for all interest that may accrue on said bonds and for the costs of operations,

maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$ 5,803,285
2018	10,000,000	\$(4,111,689)	\$ 5,888,311
2019	10,000,000	\$(3,981,264)	\$ 6,018,736
2020	10,000,000	0	10,000,000
2021	10,000,000	0	10,000,000
2022	10,000,000	0	10,000,000
2023	10,000,000	0	10,000,000
2024	10,000,000	0	10,000,000
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$ 1,055,404
2017	1,140,301	\$(73,983)	\$ 1,066,318
2018	1,147,095	\$(36,257)	\$ 1,110,838
2019	1,153,134	\$(94,074)	\$ 1,059,060
2020	1,153,442	0	1,153,442
2021	598,155	0	598,155
2022	464,590	0	464,590
2023	458,700	0	458,700
2024	465,205	0	465,205
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

A. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

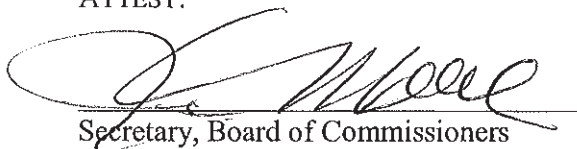
B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authority of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

**PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS**

ATTEST:

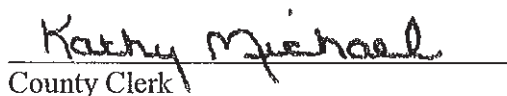

Secretary, Board of Commissioners

(AFFIX CORPORATE SEAL)

By: 
Vice Chairman, Board of Commissioners

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:


County Clerk

(AFFIX CORPORATE SEAL)

By: 
Chairman, County Board

**CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS**

ATTEST:

City Clerk

(AFFIX CORPORATE SEAL)

By: _____
Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that ~~Thomas Novesad~~ ^{William Zimmerman} and John Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as ^{Vice} Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of December, 2018.



(NOTARIAL SEAL)



Illinois Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that John McIntyre and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18th day of December, 2018.



(NOTARIAL SEAL)



Illinois Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Cherry Lawson, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2018.

Illinois Notary Public

(NOTARIAL SEAL)

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Public Works Department

SUBJECT: Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 26 in Block 2 in Camp Kickapoo from Anvil Real Estate, Inc. to Lezlee K. Dillon, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Lake Lease Transfer be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 26, Block 2 in Camp Kickapoo. Lot 26 is an empty lot with no residence or septic system. Please see attachment email verifying that no septic system is currently constructed on Lot 26, Block 2 in Camp Kickapoo. No record of an active septic system is on file with the McLean County Health Department.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are not allowed on leased lots without a residence and a valid lease with the City of Bloomington. The ordinance states, "WHEREAS, limiting permits to those that have a lease agreement, which includes an access easement to the Lake, with the City at Lake Bloomington and that have associated residences and/or business helps ensure proper oversight and responsibility of the docks." The petitioner has agreed to remove the existing boat dock, at their expense, following the approval of the lease transfer petition. No boat dock will be allowed to remain on the leased lot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will continue to receive an annual rent of \$243.50 for Lot 26 based on its' EAV of \$60,876 under the current lease rate of 0.40 cent per \$100 EAV. Lease revenue is posted into the Lake Maintenance- Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 131.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment and 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: Joseph M. Darter, Property Manager
Brett Lueschen, Operations Manager
Michael Hill, Miscellaneous Technical Assistant

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B - CURRENT LEASE
- PW 1C - CLERK MEMO
- PW 1D - PETITION
- PW 1E - SEPTIC SYSTEM INFORMATION
- PW 1F - PROPOSED LAKE LEASE AGREEMENT
- PW 1G - LOCATION MAP
- PW 1H - CAMP KICKAPOO UNRECORDED PLAT MAP
- PW 1I - STRUCTURES ON MARGINAL LAND MAP
- PW 1J - MARGINAL LAND/RESERVOIR EXISTING STRUCTURE PHOTOGRAPHS

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 21st day of December, 2015

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Anvil Real Estate, Inc., An Illinois Corporation

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of _____, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 26 in Block 2 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

P: 08-06-303-005

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (~~on January 1 following the date of this Lease~~) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) ~~If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100~~

~~EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

- 3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV.

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Steven Hoselton
500 S. Spencer St.
Lexington, IL 61753

Lessee Billing Address

Steven Hoselton
500 S. Spencer St.
Lexington, IL 61753

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Tari Renner
Its Mayor Tari Renner

Steven D. Houston, Pres

Attest:

Cherry L. Lawson
City Clerk Cherry L. Lawson, CMC

ANVIL REAL ESTATE, INC.

M E M O

TO: Joe Darter, Water Dept.
FROM: Ashley Lara, Legislative Assistant
DATE: January 2, 2019
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 26, Block 2 of Camp Kickapoo from Anvil Real Estate, Inc. to the petitioner, Lezlee K. Dillon. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$243.50 for Lot 26 based on its' EAV of \$60,876 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 08-06-303-005.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 26 Block 2 of Camp KICKAPOO

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: ANVIL REAL ESTATE, INC. (Sellers Name)

To: LEZLEE K. DILLON (Buyers Name)

Sam Houston, PRES

(Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes LEZLEE K. DILLON (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of ANVIL REAL ESTATE, INC. (Seller) In and

to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, _____ and _____ that _____ the _____ said _____ (Seller) ANVIL REAL ESTATE, INC.

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Lezlee Dillon

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT _____
BLOCK _____ CAMP _____, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) _____ in and to the premises known as Lot _____ Block _____ in Camp _____, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

, Mayor

INFORMATION SHEET FOR LOT 26 BLOCK 2 OF CAMP KICKAPOO

PROPERTY ADDRESS: 18336 KICKAPOO, HUDSON, IL 61748

PARCEL NO: 08-06-303-005

THIS IS A VACANT LOT WITH NO STRUCTURES AND NO SEPTIC SYSTEM

CONTACT INFORMATION FOR BUYER:

LESLEE K. DILLON

18340 KICKAPOO LANE

HUDSON, IL 61748

TELEPHONE: [REDACTED]

Email:

[REDACTED]

Main Identity

From: "Leslie Yocum" <lyocum@cityblm.org>
To: "Marilyn Kirkton, Law Office of Benjamin H. Roth" <marilyn@gridcom.net>
Sent: Tuesday, December 30, 2014 8:38 AM
Subject: Re: Lake Bloomington Lease Transfer Petition
Good morning Marilyn,

If the lot is vacant with no structures then it will not require an inspection.

Please feel free to reach out should you have further questions.

Thanks!

Leslie Yocum, JD
Clerk's Office
City of Bloomington, IL
309-434-2398

-----"Marilyn Kirkton, Law Office of Benjamin H. Roth" <marilyn@gridcom.net> wrote: -----

To: "Leslie Yocum" <lyocum@cityblm.org>
From: "Marilyn Kirkton, Law Office of Benjamin H. Roth" <marilyn@gridcom.net>
Date: 12/29/2014 03:39PM
Subject: Re: Lake Bloomington Lease Transfer Petition

Leslie,

The Lake Bloomington lot in question is a vacant lot with with no septic. Does it require an inspection to verify that?

Thank you,
Marilyn Kirkton
Law Office of
Benjamin H. Roth
205 E. Gridley Rd, Suite 2
Gridley, IL 61744
309-747-2230

----- Original Message -----

From: Leslie Yocum
To: marilyn@gridcom.net
Sent: Tuesday, December 23, 2014 1:44 PM
Subject: Lake Bloomington Lease Transfer Petition

Hello Marilyn,

Rather than look through Andrew's email, I just decided to send another copy of the Lake Bloomington Lease Transfer Petition. Please see the attached document.

Feel free to reach out should you have further questions or comments.

12/30/2014

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation,
of McLean County, Illinois, hereinafter called CITY and
LEZLEE K. DILLON

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of _____, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 26 in Block 2 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of 40¢ (\$. 40) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

LEZLEE K. DILLON
18340 KICKAPOO LANE
HUDSON, IL 61748

Lessee Billing Address

LEZLEE K. DILLON
18340 KICKAPOO LANE
HUDSON, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

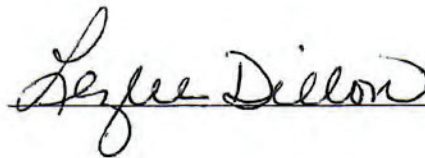
-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor



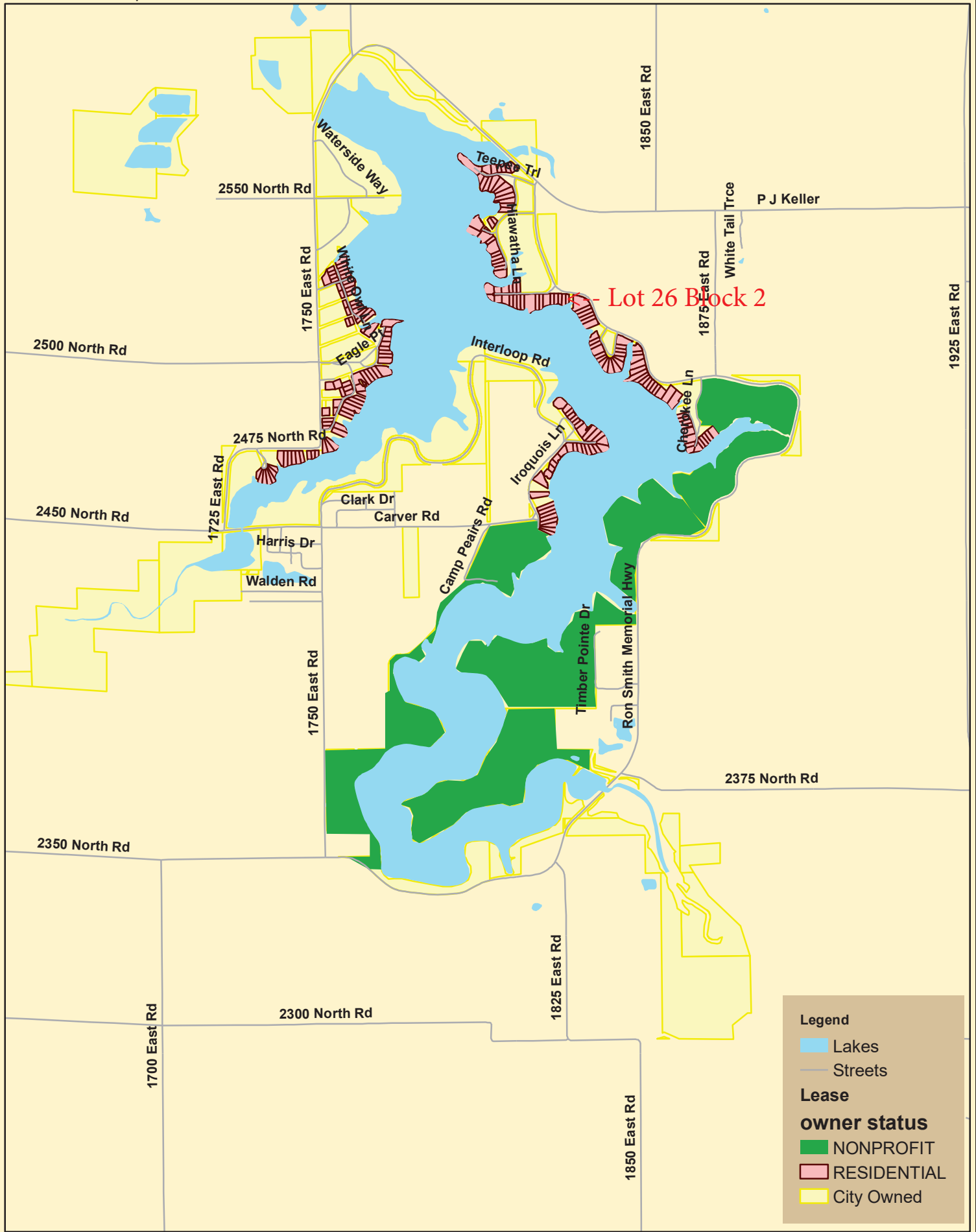
Attest:

City Clerk

Lake Bloomington Lease Map



0 1,000 2,000 Feet



Legend

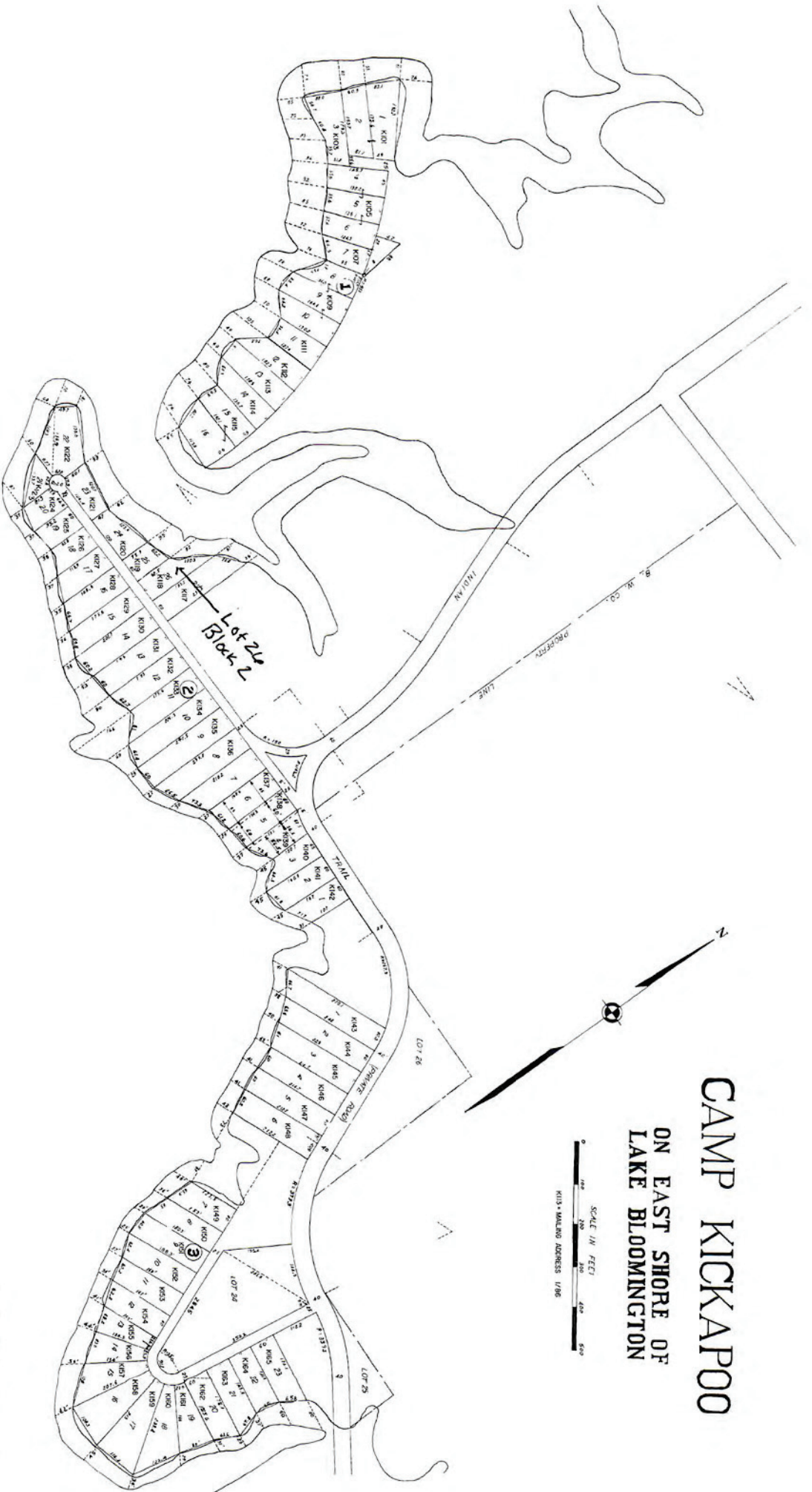
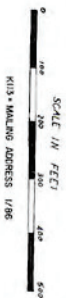
-  Lakes
-  Streets

Lease

owner status

-  NONPROFIT
-  RESIDENTIAL
-  City Owned

CAMP KICKAPOO ON EAST SHORE OF LAKE BLOOMINGTON



APPROVED ON JULY 23, 1913 FROM A PLAN OF A TRADING VESSEL MOORED AT THE SHORE OF THE ORIGINAL P.A.T.
THE DATE AVAILABLE FOR THE CHARTER.

CAMP KICKAPOO			
LAKE BLOOMINGTON			
CITY OF BLOOMINGTON, ILLINOIS			
DATE	1/23/13	BY	LB-1
REU	1/23/13	BY	LB-1
FILE	1/23/13	BY	LB-1

Lot 26 Block 2 Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: February 11, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of approving an Ordinance Amending Chapters 2 and 22 of the Bloomington Municipal Code creating a Technology Commission.

RECOMMENDATION/MOTION: The Ordinance Amending Chapters 2 and 22 of the City Code to Create a Technology Commission be approved and authorize the Mayor and Interim City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: At the January 22, 2019 Committee of the Whole meeting, the City Council discussed establishment of a Technology Commission to increase transparency and community involvement in government and encourage the sharing of best practices. This discussion was born from a Mayor and Aldermanic Agenda Initiative Proposal Form submitted by Alderman Mathy in late 2018. City staff drafted a proposed ordinance, based on comments from the Council at the meeting, and is bringing the ordinance forward for formal consideration.

It has been the City's practice to use citizen boards, committees, and commissions as a tool to increase transparency and encourage greater citizen participation. Additionally, this Technology Commission will encourage the sharing of best practices in the area of technology.

The City of Bloomington is committed to adopting policies, practices and procedures that increase transparency and encourage citizen involvement. The purpose of the Technology Commission will be to assist, inform, and serve in an advisory capacity to the administrative and elected officials of the City on matters pertaining City technology. .

Furthermore, creation of the Technology Commission, which will be subject to the OMA, will provide increased transparency and citizen involvement by establishing an annual meeting schedule, opening all meetings to the public, and allowing for public comment.

Therefore, based on the Aldermanic request, Council discussion, and the City's commitment to transparency and citizen engagement, the City Manager is recommending the approval of the ordinance creating the City of Bloomington Technology Commission.

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: Nora Dukowitz, Communication Manager

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- ADMIN 1B - ORDINANCE Amending Chapters 2 and 22 of the City Code to Create a Technology Commission

ORDINANCE NO. 2019 - ____

AN ORDINANCE AMENDING CHAPTERS 2 AND 22 OF THE CITY CODE TO CREATE A TECHNOLOGY COMMISSION

WHEREAS, the City of Bloomington is committed to adopting policies, practices, and procedures that increase transparency and citizen involvement; and

WHEREAS, the City of Bloomington uses citizen boards, committees and commissions as a tool to increase transparency and to encourage greater citizen participation, as well as to draw on the expertise of those within the community on specific issues; and

WHEREAS, the City Council desires to create a Technology Commission to ensure the City remains a leader in the use of technology and to advise City leaders on technology matters; and

WHEREAS, advisory commissions are a tool used by some municipalities to increase transparency and community involvement in planning activities and best practices.

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

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

SECTION 2. Article III of Chapter 2 shall be amended by adding “Technology Commission” in Section 30 to the list of enumerated City Boards and Commissions.

SECTION 3. A new Section 75 shall be added to Chapter 22 of the City Code establishing a Technology Commission as set forth in Exhibit A.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. 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 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective immediately after the date of its publication as required by law and the appointment of the members to the Technology Commission.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 11th day of February, 2019.

APPROVED this ____ day of February, 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner

Leslie Yocum, Interim City Clerk

EXHIBIT A

Chapter 22, Article III, Section 75 - Technology Commission

Section 75 Technology Commission

(A) Purpose & Creation. There is hereby established a Technology Commission to assist, inform and advise the administrative and elected officials of the City on technology matters, including: (1) the City's internal use of technology; and (2) the use of and incorporation of technology as it relates to the City as a whole.

(B) Membership & Meetings. The following shall apply regarding the membership and meetings of the Commission:

1. The Commission shall consist of seven (7) members, appointed by the Mayor with the advice and consent of City Council. The appointments to the Commission should have a demonstrated interest, knowledge, or experience in technology matters.
2. The Commission shall establish an annual meeting schedule, which shall include at least one meeting per month to be held at a regular time and place. All meetings shall be open to the public and must comply with the Illinois Open Meetings Act. All meetings shall provide opportunity for public comment pursuant to local ordinances. Meeting minutes shall be prepared and maintained in accordance with local and state law.
3. A chairman and vice chairman of the Commission shall be selected to preside over meetings in accordance with the procedure set forth for the City's boards and commissions.
4. Items shall be placed on the Commission agenda by the Chairman of the Commission, the City Manager or his/her designee, Information Services Director, or the Mayor. City Council members may also request items be referred to the Commission by utilizing the agenda request process, which shall include formal approval of referral by the City Council.

(C) Preliminary Reviews. The City Manager or City Council may require any matter that significantly impacts the technological operations of the City, whether internally or externally, to first go to the Technology Commission for consideration and review. All such reviews and recommendations shall be non-binding. After consideration by the Technology Commission, the technology matter to either the City Manager or City Council, whichever is applicable, for final consideration,

evaluation, and approval. If the matter involves another City commission, it shall be forwarded to said commission prior to being sent to the City Manager or City Council for final approval.

(D) Powers & Duties. In addition to the reviews set forth in Subsection C, the Technology Commission shall also have the general authority to:

1. Make recommendations to ensure the City remains a leader in technology and innovation, including recommendations to improve the use of technology internally within the City, for those doing business with the City, and the citizens of the City;
2. Review and make recommendations on the technological component of master plans involving the City, including developing a technology master plan for the City and keeping the plan current;
3. Receive feedback having to do with technology matters and make recommendations on same;
4. Conduct public hearings on proposed policies and plans when considered necessary by the Commission, the City Council, or as required by City, State, or Federal law or regulation, except where a hearing on the same subject is planned or required to be conducted by another body and where the Board finds that said hearing will be an unnecessary duplication; and
5. To review, suggest, and coordinate policies, programs, outreach, and strategies for technology.

(E) Assistance & Cooperation from City Officers. City staff shall work with and assist the Commission as follows:

1. In the conduct of the work of the Technology Commission, it is anticipated that certain City employees will be required to advise and otherwise support the activities of the Commission in carrying out the obligations as provided herein. To that end, the City Manager may designate staff to provide technical support and recommendations to the Commission. Based on the subject matter of the issue before the Technology Commission, the City Manager shall designate representatives from the appropriate City departments. In addition, the City's Information Services Director, or his/her designee, shall serve as the staff liaison to the Commission and be responsible for OMA compliance.
2. City staff, as designated by the City Manager, shall be entitled to attend and participate in all Commission meetings. In addition,

designated City staff shall provide recommendations to the Commission on the matters before it and shall be entitled to make recommendations separate and apart from the Commission to the City Manager and City Council on final action items.

3. City staff designated by the City Manager shall assist and cooperate with the Technology Commission and, upon request of the Commission, shall furnish information and advice on subject matters as the Commission may reasonably require in order to fulfill its functions as set forth herein. The City shall provide clerical services to the Commission where possible.