



CITY OF  
BLOOMINGTON  
SPECIAL SESSION  
COUNCIL MEETING  
MARCH 12, 2018

# AGENDA



**SPECIAL MEETING AGENDA  
OF THE CITY COUNCIL  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, MARCH 12, 2018; 5:00 P.M.**

1. Call to Order
2. Roll Call of Attendance
3. Public Comment
4. Consideration of approving the minutes of the Special Meeting of February 26, 2018.  
*(Recommend the reading of the minutes be dispensed and approved as printed.)*
5. Closed Session
  - A. Review of Minutes – Section 2(c) (21) of 5 ILCS 120/2 (10 minutes)
6. Adjourn Closed Session
7. Return to Open Session
8. Presentation and Discussion on a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship as requested by the Bloomington Center for the Performing Arts.  
*(Recommend discussion and direction by Council.) (Presentation by Jay Tetzloff, Director of Parks, Recreation & Cultural Arts, and Vicki Tilton, Friends of the BCPA President, 10 minutes, City Council discussion, 20 minutes.)*
9. Presentation and discussion regarding the Community Development Department Rental Inspection Program. *(Bob Mahrt, Interim Director, Community Development Department, 10 minutes, Council discussion 20 minutes.)*

10. Discussion and direction facilitated by GovHR USA, LLC regarding next steps for the recruitment of the permanent City Manager. *(Recommend the Mayor and City Council engage in discussion and provide direction regarding the next steps in the recruitment process for the permanent City Manager to include the following topics: Recruitment Schedule, Recruitment Profile, Job Announcement, and Recruitment Brochure.) (Presentation by Nicole Albertson Director of Human Resources 5 minutes, City Council discussion, 20 minutes.)*
11. Adjourn *(Approximately 6:55 p.m.)*

**SPECIAL SESSION CITY COUNCIL JOINT MEETING**  
**City Hall Conference Room**  
**109 E. Olive Street, Bloomington, IL 61701**  
**Monday, February 26, 2018; 5:00 PM**

**Call to Order**

The Council convened in Special Session in the Council Chambers, City Hall Building at 5:00 p.m., Monday, February 26, 2018. The meeting was called to order by Mayor Renner.

**Roll Call**

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

Aldermen Dave Sage, Mboka Mwilambwe, Karen Schmidt, Jamie Mathy (by phone), Scott Black, Kim Bray, Amelia Buragas, Diana Hauman and Mayor Tari Renner.

Staff Present: Steve Rasmussen, Interim City Manager; Jeffrey Jurgens, Corporation Counsel; Jim Karch, Eric West, Nicole Albertson,

**Public Comment**

Mayor Renner opened the meeting to receive Public Comment. The following citizen offered comments.

|                 |             |
|-----------------|-------------|
| Douglas Rutter  | Laura Baue  |
| Nancy Marcineac | Bruce Meeks |

Mayor Renner asked for a motion to approve Alderman Mathy attending the meeting by phone as he is away on business.

**Motioned by Alderman Black, seconded by Alderman Bray to approve Alderman Mathy attending the Council Meeting by electronic means.**

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

**Nays: None**

**Recuse: Alderman Jamie Mathy**

**Motion carried.**

**Consideration of approving the minutes of the Special Meeting of February 12, 2018.  
(Recommend the reading of the minutes be dispensed and approved as printed.)**

**Motioned by Alderman Mwilambwe, seconded by Alderman Painter to approve the Special Meeting of February 12, 2018.**

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

**Nays: None**

**Motion carried.**

**Closed Session**

**Motioned by Alderman Hauman second by Alderman Mwilambwe to enter into a Closed Session Meeting for the purpose of Collective Bargaining – per Section 2 (c) (2) of 5 ILCS 120, and Pending Litigation – per Section 2 (c)(11) of 5 ILCS 120.**

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

**Nays: None**

**Motion Carried.**

A. Collective Bargaining – per Section 2 (c)(2) of 5 ILCS 120 (15 minutes)

B. Pending Litigation – per Section 2 (c)(11) of 5 ILCS 120 (15 minutes)

**Adjourn Closed Session**

**Motioned by Alderman Painter, second by Alderman Mwilambwe to Adjourn the Close Session Meeting.**

**Motion carried: Viva Voce.**

**Return to Open Session**

**Motioned by Alderman Hauman, second by Alderman Black to Return to the Open Session Meeting.**

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

**Nays:**

**Motion Carried.**

**Presentation and discussion of the Connect Transit Downtown Transfer Center Site location needs and conceptual design as requested by the Administration Department. (*Recommend presentation and discussion only.*) (*Presentation by Tricia Stiller, Downtown Division Manager, and the Farnsworth Group (Isaac Thorne, Aaron Quick, Chad Frankeberger, and Jeff Gastel), 15 minutes, City Council discussion, 20 minutes.*)**

Mr. Thorne provided an overview of the Connect Transit Transfer Station. In 2016, Connect Transit conducted a comprehensive operational analysis where we restructured our bus route network. For many years, Connect Transit used four transfer locations throughout Bloomington, Normal, and the recommendations based had narrowed those to two locations, and those of the Uptown Station and Downtown Bloomington.

Downtown Transfer Center location of Front Street has 1,500 passengers a day that use that bus stop, and we've been using it for the last 30 years. Right now, approximately eight buses use that Transfer Center location, but it only sits six on the north side and south side of Front Street. After those six buses leave, two more buses come in and make transfers as well. We are trying to be able accommodate all eight buses at the same point and time, to make transfers very easy for our customers. We want to encourage the use of the bus system here. We're also making appropriate amenities for customers to allow them to make the bus connections easy.

Conceptually, Connect completed a program as based on a conceptual design to determine the size and location that we needed for a future downtown location. This report is a high level lume of Connect Transit's needs to sit at least eight, and maybe up to 10 buses, at one off street location. It is important to note that Connect Transit and Farnsworth Group did not look at specific sites in downtown Bloomington. Basically, that will be looked at in the future feasibility study.

Aaron Quick reviewed the PowerPoint. Farnsworth was contracted by Connect Transit to look at a really high level programming and spaces, both the building itself for a transfer center, and the outdoor aspect, meaning the buses and the whole aspect. This is just the very beginning of a long process. The next step in this process is a feasibility study that Connect Transit would undertake. Connect Transit received a grant to conduct that feasibility study from the Department of Transportation. The feasibility study will go through a long process, probably a six month process or more. It will have a public involvement plan. There will be stakeholder meetings. It will get into a route analysis, and will identify sites.

It will start to look at sites, and then it will identify sites, and the work will be done on sites to adapt them to the plan. There is a funding analysis, there's cost estimates for not only the construction, but also for the O&M, operations and maintenance. I is a long process, but it's the next step.

Before Connect Transit undertakes that next step, they wanted to come to Council to inform them of the progress to date, as there would be considerable data that will be collected for that feasibility

study, and Council, City staff will need to be involved, as this is a joint effort.

Mr. Murray, Chad, Frank & Berger has worked with Isaac and his team on several intensive charrettes, or discussion sessions to arrive at what he would need for the transfer facility in terms of buildings. It has four elements, three elements plus the site features.

First of all, we would like to have some patron spaces, waiting areas, restrooms, lobby, etc., to make the experience for the patrons of Connect Transit an enjoyable one. We would like to have some staff areas for those who are working at Connect Transit, the drivers and so forth, locker area, break room, etc. The building would need some support spaces in terms of mechanical, electrical, and so forth. The intention is that this facility could have some outdoor amenities for when there is good weather. There could also be outdoor waiting area, and so forth.

In total, you see about 7,500 square feet up here, grow square feet. Actually, the building itself is probably just shy of 6,000, and then we have another 1,500 square feet possible for outside amenities. So that is really the essence of the building itself that would be a part of this transfer facility.

Mr. Gastel, one of the driving factors of the site layout, site design, echoed in the work sessions with Connect Transit's staff was safety, safety to the patrons and safety to those who would be visiting the facility. The facility has not only envisioned for the transfer operations, but there was also some discussion about possibly having a community area inside the building for meetings.

This layout encompasses 10 buses, which is what they had asked for. It is a standard saw-tooth design, which in a linear fashion gives us the smallest compacted space. It's the safest way to get a lot of people in these buses. There's no crossing of the roads. There is no crossing the roads from off-site parking, will be allowed. The gray areas that you're looking at is all covered. That would be a covered area, and it will have PID boards in them to show where the buses are and what time they would be coming and going. One of the amenities that staff wanted to see was possible location or incorporation into a bike path, bike route, and pedestrian route. Although specific sites weren't contemplated in this early process the bike amenities is part of the program, and there will be a substantial bike rack, possibly bicycle repair pieces as part of the facility.

Alderman Hauman, it's early in your planning process, but possibility for parking and or other uses, a mixed-use type facility for this? Mr. Gastel, when I talked about joint development, that's where if the city, for example, would want to participate in a parking deck along with this, that would be a perfect example of joint development.

Alderman Schmidt, asked why Connect Transit has such big buses.

Mr. Thorne, Connect use a mixture of buses. Some routes have up to 70 passengers per hour, some have 12 passengers per hour. We are trying to do is standardize our fleet over all our buses. There's no difference between operating a 30-foot bus operational-wise cost as opposed to running a 40-foot bus. The most expensive cars are running that bus is the operator, it's that way nationwide. When we're talking about transit service, the bus driver is the most expensive part of that bus, their wages, and benefits.



We're looking at it from a procurement standpoint, you go out to bid and you're trying to buy buses. A 35, 40 and 30 foot bus shows only \$7,000 difference between them. So your capital cost is very minimal.

Alderman Buragas asked, what Connect Transit is asking for from City Council this evening? Mr. Thorne stated Connect Transit is seeking to continue its partnership with the City Council and City staff. Moving forward feasibility, we have to look at candidates sites, and that's where we want the council's and staff's input on what are candidate sites in Bloomington that Transit should be looking at that fits your guys, the council's needs, and the staff's needs in downtown Bloomington.

Alderman Buragas expressed concern over fitting a transfer station into downtown in a way that works well for Connect as well as the cities needs in a comprehensive plan. Working together to do that is the only way as partners we will have the opportunity to do that in a way that benefits everyone; collaboration is key. She asked for more information on the grant that Connect Transit received. Mr. Thorne stated, the grant was provided by the Department of Transportation to Connect received was \$250,000 to do a feasibility study. It may not likely cost \$250,000 to do this feasibility study. They will have some additional money to do more A&E work, architectural and engineering work.

Alderman Sage asked about the square footage of city blockage is needed for the proposed transfer station.

Mr. Gastel stated the downtown blocks in Bloomington vary. There is not a standard. Most blocks are 300 by 300. Bloomington has blocks that are 350 by 250, and towards the east side of the downtown, it's 450 by 250, or 450 by 300.

Alderman Bray asked the representatives from whether there is a project of similar size and layout in another community where we could visit and see this, kind of get in that special piece? Mr. Gastel stated, there are a lot of examples around, and I can get you a list of some and we could, yeah, absolutely look at them. Alderman Bray asked whether the ridership is the appropriate for Bloomington-Normal population size.

Mr. Thorne stated, last year we did 2.2 million rides. Right now, we're year to date we're at 7%, I believe we're going to hit 10% year to date increase in ridership, which should put us at 2.4 million. We are seeking to work with staff where some of the candidates sites in downtown Bloomington that we can look at as part of a feasibility study. As Aaron said, this is a very long process. The next step, is conducting a feasibility study. They would likely apply for state and federal grants as well as look for private partners.

Alderman Black asked whether Connect Transit has the funds in their budget for a project like the one that is being proposed. Mr. Thorne stated, there is.

Alderman Mwilambwe, in an ideal circumstance, what would be the timeframe that Connect Transit is looking at? Mr. Thorne, idealistic timeline would be three to five years.

Alderwoman Painter asked whether Connect has reached out to the county now. Mr. Thorne stated

he would follow-up with the County.

Mayor Renner asked, in terms of downtown, how close are you interested in being in the downtown area? Mr. Thorne stated, we would be somewhere in the buckle between East Street and Madison.

**Presentation, discussion and direction on pursuing a cost-sharing agreement with Lutheran Life Communities for the Lutz Road from Morris Ave. to Luther Oaks Project** (*Recommend Presentation, discussion, and direction, including consideration of the following sample motion:*

***Motion:*** *That City staff pursue a cost sharing agreement with Lutheran Life Communities for the improvement of a portion of Lutz Road and bring it back to the Council for further discussion and action.*

*(Presentation by Jim Karch, Director of Public Works, 5 minutes, City Council Discussion, 20 minutes.)*

Mr. Karch provided a brief overview of this item and introduced Doug Rutter, Executive Director of Luther Oaks. He stated this is a hybrid design and worked hard with other stakeholders to find some alternative ways to access that site either from the north or the west; that is cost effective. However they were not able to achieve a good compromise to be able to get to that. We found that was this 1,700 foot long road that needed to be transitioned from a 15 foot wide existing pavement.

The Wittenberg Woods developer, are closer to Morris Avenue on the north side. Because of the annexation agreement, they have some obligations that they have to contribute to us from a substandard road fee perspective. We would receive almost \$24,000 from them should we move forward, that's by 2024.

Lutheran Life Communities is interested in partnering with the City on \$150,000 cost sharing agreement. The City would be responsible for \$800,000, which relates to the preliminary engineering estimates. Reports and design have been done, and no further movement has been taken. But the \$626,000, that's all approximate. This is all preliminary engineering. But when you narrow that down, it's important to note that there are also costs for us for maintaining what we have now. There also are costs should we resurface. If you estimated \$150,000 for us to asphalt some of that existing pavement that does bring the cost of that road to the City even, you know, because of the cost difference. You know, under that \$500,000 mark you can even do some creative things of stretching it over a couple of different fiscal years. You're trying to break up the sections.

Staff is seeking direction to start discussing this, that doesn't commit you to the fiscal 2019 construction.

Mayor Renner, just to clarify, that's the proposed motion, that city staff pursue cost sharing agreement with Lutheran Life Community. Mr. Karch, that is correct.

**Motion by Alderman Sage, seconded by Alderman Hauman that city staff pursue a cost**

**sharing agreement with Lutheran Life Communities for the improvement of the portion of Lutes Road and bring it back to the council for further discussion to the action.**

Alderman Hauman asked where Lutes Road is on the master plan. Mr. Karch, there is a draft Streets Master Plan that we have gone through and worked toward. The reality is it actually is fairly low from a priority standpoint on that. The reason being is that from an impact of an ADT, Average Daily Traffic, it's not high on the average daily traffic meter, so to speak. There are different metrics you have, and then there is the road conditions that we see and how we deal with that. So we're not saying from a reconstruction standpoint the metrics that were used, it was lower than many of the other, you know, Hamilton bend to Commerce, Fox Creek, GE Road, and keep in place the traffic signals. From a staff perspective, if we continue to move this project out, we'll have to try to make some other decisions on how we prioritize and keep that road going, so.

Alderman Buragas stated that she will support this item and asked, why this is becoming a higher priority than all of those other things you just talked about that need to be done. We run into this consistently, and it's worth continuing to note how frustrating this is. Hopefully, Council can commit to be better in the future not to allow development to move forward when we have no idea how we're going to pay for infrastructure in that area, and to follow the recommendations in our comprehensive plan which say infill.

Alderman Sage stated there is robust development in Wittenberg Woods where that subdivision has now opened up a new entrance off of Lutes Road. There is construction in that subdivision starting to build out now to Lutes Road from Wittenberg Woods. That will over time also add traffic volume to Lutes Road as well.

Alderman Bray stated she favors the public private approach. It is a very reasonable manner in which to proceed. She appreciates the sensitivity here that we've taken over a road that doesn't meet our standards, yet we are seeking to bring it to current day standards. We're not trying to create something that replicates something from yesteryear. We're coming forward into a space where we're looking at public safety and access. She asked about the numbers in terms of growth.

Mr. Karch stated, the average daily traffic along this road has ranged over the past few years, from 350 to 500 cars.

Alderman Bray, do you have any idea of the growth that's this going on in some of the communities there? Mr. Karch stated, we have noticed that between 350 to 500 ADT. There has been an increase in traffic with their skilled care unit. The door they put on that building on the west side that did increase some of the volume. In addition, we are seeing a lot from Handle. Handle is the north south road connecting into Wittenberg Woods, west of Morris Avenue. There is a section that's about halfway between Luther Oaks and Morris Avenue that Handle is, and so that is obviously increasing, significantly, the traffic on that section. And so what I anticipate is that's going to really degrade a lot of that pavement very quickly, and that's what staff is, you know, coming and saying that because of the construction traffic, heavy construction traffic on a more of a county township road, we do expect that to be more difficult to maintain moving forward.

Alderman Hauman, if we enter into a public-private partnership and Lutes Road kind of jumps ahead of some of the other roads that we have, are we setting any kind of a precedent for...?

Mr. Rasmussen stated, yes but it will form a precedent for a policy of the Council

Alderman Black, the preceding concern is a fair one. But I think this is such a unique circumstance that it warrants this conversation.

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

**Nays:**

**Motion Carried.**

**Adjourn (*Approximately 6:30 p.m.*)**

**Motioned by Alderman Hauman, seconded by Alderman Bray to adjourn the meeting. The meeting adjourned at 6:25 PM.**

**Motion carried.**

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk



**SPECIAL SESSION MEETING  
AGENDA ITEM NO. 4**

**FOR COUNCIL:** March 12, 2018

**SUBJECT:** Consideration of approving the minutes of the Special Meeting of February 26, 2018.

**RECOMMENDATION/MOTION:** That the reading of the 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 Special City Council Meeting Minutes have been reviewed and certified as correct and complete by the City Clerk.

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

Respectfully submitted for Council consideration.

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

Recommended by:

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

Steve Rasmussen  
Interim City Manager

**Attachments:**

- February 26, 2018 Special Session Meeting Minutes



**SPECIAL SESSION MEETING  
AGENDA ITEM NO. 8**

FOR COUNCIL: March 12, 2018

**SPONSORING DEPARTMENT:** Parks, Recreation, and Cultural Arts

**SUBJECT:** Presentation and Discussion on a Memorandum of Understanding with the Friends of the Bloomington Center for Performing Arts to establish, define, and coordinate a mutually beneficial relationship as requested by the Bloomington Center for the Performing Arts.

**RECOMMENDATION/MOTION:** Discussion and Direction by Council

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

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

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

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

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

The MOU addresses in detail Friends' fundraising, sponsorships, use of BCPA Facilities, financial assistance, financial contributions to the Development Manager position, as well as, rules, goals, and purposes of the Friends and City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Friends of the BCPA

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

**COMMUNITY DEVELOPMENT IMPACT:** N/A

Link to Comprehensive Plan/Downtown Plan Goals: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Contract Administrator

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

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

Legal review by: Angela Fyans Jiminez, Deputy Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- 1B EXHIBIT Friends of the BCPA MOU

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) made this 8th day of January, 2018 (the “Effective Date”), by and between the CITY OF BLOOMINGTON, a municipal corporation (the “CITY”), and the FRIENDS OF THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS (BCPA), an Illinois 501(c)(3) non-profit organization (the “FRIENDS”).

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

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

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

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

### **I. AUTHORITY OF THE PERFORMING ARTS MANAGER**

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



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

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

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

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

## **III. FRIENDS USE OF BCPA FACILITIES**

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

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

### **A) INVITATIONAL EVENTS**

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

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

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

#### B) COMMUNITY OUTREACH EVENTS

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

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

#### C) CONCESSIONS AND MERCHANDISE

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

#### D) DEVELOPMENT MANAGER, FRIENDS EMPLOYEES & OTHER KEY PERSONNEL

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

- \$20,000 by April 30, 2020

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

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

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

#### E) FRIENDS MEETINGS

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

#### F) SPONSORSHIPS

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

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

#### G) CARE AND USE OF CITY PROPERTY BY THE FRIENDS

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

#### IV. CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

## **V. FINANCIAL ASSISTANCE**

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

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

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

## **VI. FINANCIAL RECORDS**

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

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

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

## **VII. HOLD HARMLESS**

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

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

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

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

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

## **VIII. ASSIGNABILITY**

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

## **IX. TERM**

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

## **X. TERMINATION**

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

## **XI. COMPLIANCE WITH LAWS**

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

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

## **XII. NON-DISCRIMINATION**

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

## **XIII. ILLEGALITY**

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

## **XIV. ENTIRETY**

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

## **XV. LAW GOVERNING MOU**

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

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

**Adopted this 12<sup>th</sup> day of March, 2018.**

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Director of Parks, Recreation, and Cultural Arts

\_\_\_\_\_  
Performing Arts Manager  
Bloomington Center for the Performing Arts

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary





**SPECIAL SESSION MEETING  
AGENDA ITEM NO. 9**

FOR COUNCIL: March 12, 2018

**SPONSORING DEPARTMENT:** Community Development Department

**SUBJECT:** Presentation and discussion of the City of Bloomington Rental Property Inspection Program.

**RECOMMENDATION/MOTION:** Presentation and discussion only.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4.A – Residents feeling safe in their homes and neighborhoods. Objective 4.C – Preservation of property/home valuations.

**BACKGROUND:** The City Council adopted the Rental Property Inspection Program on July 28, 2003. The program generally applies to non-owner occupied apartments, duplexes, condominiums and single family dwellings which are rented or available for rent. There are approximately 12,000 residential rental units within 3,000 buildings in the City. All residential rental units are to be annually registered in the Program. Registration fees are \$65 for the one/two family dwellings and \$5 per each additional unit.

Buildings in the rental inspection pool are inspected on a rotating basis, with priority given to those buildings that have not received a rental inspection for the greatest length of time. The Community Development Director is authorized to allow for a building inspection earlier in the rotation based on the number and/or serious nature of complaints received. The Code Enforcement Division employs two Rental Inspectors, with the intent to achieve a three year cycle for on-site inspections. The Rental Inspectors primarily utilize the 2012 International Code Council Property Maintenance Code, as the standard for residential rental unit inspections.

The Code Enforcement Division works to maintain positive relations with property owners and residents throughout the inspection process. When violations are identified during an inspection, the Division provides a Violation Notice and establishes appropriate timelines for compliance. The Division strives to achieve compliance with the property owner through consistent monitoring. Failure of the property owner to bring a dwelling unit into compliance may result in a Summons to Appear in Administrative Court.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** For discussion purposes only.

**COMMUNITY DEVELOPMENT IMPACT:** Comprehensive Plan Goal: H1 Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington. Comprehensive Plan Objective: H-1.1g Evaluate, update, and enforce the “Rental Property Program,” “Neighborhood Preservation Ordinance,” and the “Nuisance Abatement Ordinance.”

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

Respectfully submitted for Council consideration.

Prepared by: Bob Mahrt, Interim Community Development Director

Reviewed by: Carey Snedden, Code Enforcement Division Manager

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

Community Development review by: Katie Simpson, City Planner

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager



**SPECIAL SESSION MEETING  
AGENDA ITEM NO. 10**

FOR COUNCIL: March 12, 2018

**SUBJECT:** Discussion and direction facilitated by GovHR USA, LLC regarding next steps for the recruitment of the permanent City Manager.

**RECOMMENDATION/MOTION:** The Mayor and City Council engage in discussion and provide direction regarding the next steps in the recruitment process for the permanent City Manager to include the following topics: Recruitment Schedule, Recruitment Profile, Job Announcement, and Recruitment Brochure.

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

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

**BACKGROUND:** On February 12<sup>th</sup>, 2018, Council approved the City to move forward with the use of GovHR USA, LLC, a professional executive recruitment firm, to assist with the staffing of the permanent City Manager vacancy. This discussion will entail the next steps of the recruitment process.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A Discussion only.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Nicole R. Albertson, Director of Human Resources

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

Legal Review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with the first name "Steve" written in a larger, more prominent script than the last name "Rasmussen".

Steve Rasmussen  
Interim City Manager

**Attachments:**

- 1B - Draft Job Description
- 1C - Recruitment Profile Questionnaire
- 1D -Roles and Responsibilities Document

## City Manager

**Reports to: Mayor – City Council**

**FLSA Status: Exempt**

**Grade: W-EX**

**Department: Administration**

**Summary:** To plan and develop diverse City Service Programs to meet community needs. Organize and direct the operation of City Departments and the implementation of City Policy. Perform related work as required.

The budget goals and policies are set by the Mayor and City Council. The City Manager is responsible for organizing and supervising City operations to attain required objectives and is held accountable for results. The work is usually checked through the review of reports.

The City Manager supervises directly or indirectly through Department Heads, all City employees and functions as the appointing authority in matters related to the selection, development and disciplining of City staff.

**Essential Functions.** The City Manager may be called upon to do any or all of the following (These examples may not include all of the tasks and/or knowledge which may be expected of the employee, nor do they cover all of the specific duties which may be required).

Plan and develop diverse City service programs to meet community needs.

Initiate and participate in studies to establish or revise City services and facilities to best meet the needs of the community and to improve the efficiency of City operations.

Supervise the development of budget forecasts. Compile the annual budget requests for consideration by the Mayor and City Council. Develop proposals for funding through City funds and supplement grants and aid from other sources. Assist the Mayor and City Council in its budget deliberations and coordinate the printing of the budget as approved by the Mayor and City Council.

Advise and assist the Mayor and City Council in deliberations. Compile agendas and related background materials. Schedule hearings and meetings with individuals. Research information and data. Recommend policy and courses of action as requested.

Represent the City at important meetings and conferences related to the negotiation of contracts and agreements, and presentation of the official City position on financial and controversial issues.

Investigate or follow up on complaints related to basic City policy and services. Recommend or initiate remedial action as required.

Coordinate City support in community events and activities.

Organize and direct the operation of City departments and the implementation of City policy.

Participate in the organization and staffing of City departments. Initiate or evaluate proposals to reorganize staff and revise operational systems to reduce costs or improve services. Develop

leadership skills in Department Directors, via education opportunities and assignments of responsibility.

Supervise and participate in the selection, training and evaluation of staff. Supervise the administration of employee compensation and benefit programs.

Administer the City budget as approved by the Mayor and the City Council. Control receipts and expenditures and recommend courses of action to resolve budget imbalances.

Advise and assist Administrative staff and Department Heads in resolving difficult operational problems. Evaluate progress and performance of departments through periodic conferences and the review of reports.

Coordinate City operations with those of other governmental agencies in the area. Participate in the negotiation and administration of mutual assistance agreements and contracts for the delivery of municipal services.

Supervise and participate in the investigation and resolution of complaints regarding City services.

## **QUALIFICATIONS**

### **1) Education/Experience:**

Bachelor's degree in public administration, business administration or a related field required. Master's degree in public administration, business administration or a related field desired. Five years' experience as a City Manager or Assistant City Manager required.

### **2) General Skill Levels**

#### **Knowledge of:**

- Professional principles and procedures of City Management to effectively and efficiently plan, organize and control the delivery of city services.
- Law, ordinances and policies governing municipal management to administer City services within such legal framework.
- Public relations procedures and practices to effectively publicize City services and policies and to gain the support of the community.
- Principles and practices of municipal planning.

#### **Ability to:**

- Compile and evaluate complex data to effectively formulate policy and program recommendations.
- Establish and maintain effective working relationship with elected officials, representatives of business and community groups, fellow employees and the general public.
- Make effective oral and written presentations.

### **3) Certificate or Licenses:**

**4) Physical Requirements/Working Conditions:** Work is performed primarily in a standard office environment; frequent interaction with City staff and the general public.

The essential functions of this job require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull objects of light weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to hear and verbally communicate to exchange information.

DRAFT

## RECRUITMENT BROCHURE DISCUSSION OUTLINE

### **CANDIDATE EXPERIENCE AND BACKGROUND:**

- Type of Experience Required/Preferred:
- Management Style:
- Qualities and Traits:
- Necessary Skills:







**OTHER COMMENTS**

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

Phone number or email for follow up: \_\_\_\_\_

**(As approved at Council Retreat--11-4-16) ~ DRAFT**

**CITY MANAGER**

**ACCOMPLISHED THROUGH APPROPRIATE  
DELEGATION/ACCOUNTABILITY/RESPONSIBILITY:**

- Carry out the policies adopted by elected officials.
- Oversee enforcement of city ordinances.
- Provide policy alternatives to support governing body action.
- Manage all local services assuring continuity of standards and policy implementation across all City departments.
- Adhere to national, state and local requirements for financial management, purchasing, public meetings, public records and ethical conduct.
- Prepare the annual operating budget and CIP for governing body action.
- Ensure fiscal responsibility and adherence to modern accounting practices.
- Direct the recruiting, hiring, training and supervising of City employees.
- Research and prepare materials to advise the governing body and for the governing body meeting agenda.
- Develop long-range operating plans with guidance from elected officials.
- Oversee local economic development including negotiation of development and revenue deals.
- Coordinate/research information sharing and action among elected officials, employees and citizens.
- Participate in and represent the local government at local, State, regional and national events.
- Anticipate municipal needs, conduct appropriate research and make recommendations to the local governing board accordingly.