



**CITY OF
BLOOMINGTON
COUNCIL MEETING
JANUARY 28, 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, JANUARY 28, 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**
 - A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers who have completed probation:
 - i. Ashley Stacey
 - B. Presentation of Bloomington Firefighters who have completed a one-year probation:
 - i. Derick Riordan
 - C. Appointments approved by City Council at the January 14, 2019 meeting.
- 6. Public Comment**
- 7. Consent Agenda**
 - A. 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.)*
 - B. 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.)*
 - C. 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.)

- D. 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.)*
- E. 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.)*
- F. 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.)*

- G. 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.)*
- H. 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.)*
- I. 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.)*

8. Regular Agenda

- A. 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. *(Recommend 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.) (Brief overview by Tim Gleason, City Manager; Presentation by Bob Mahrt, Community Development Director, 5 minutes; and City Council discussion, 5 minutes.)*
- B. 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.

*(Recommend 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.)
(Brief overview by Tim Gleason, City Manager; Presentation by Jim Karch, Public Works Director, 3 minutes; and City Council discussion, 3 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - *Cite Section*

- A. Claims Settlement - Section 2(c)(12) of 5 ILCS 120 (5 minutes)
- B. Collective Bargaining - Section 2(c)(2) of 5 ILCS 120 (30 minutes)

13. Adjournment

14. Notes

RECOGNITIONS



Council Date: January 28, 2019

COUNCIL AGENDA ITEM NO. 5

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

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

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



Appointments

*Amelia Buragas: Bloomington-Normal Economic Development Council
Board (reappointment)*

Robert B. Fazzini: Public Building Commission



CONSENT AGENDA

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the January 14, 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: Leslie Yocum, Interim City Clerk

Recommended by:


Tim Gleason,

City Manager

Attachments:

- CLK 1B - January 14, 2019 Regular City Council Meeting Minutes



MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, JANUARY 14, 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 14, 2019.

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

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

Staff Present: Tim Gleason, City Manager; George Boyle, Assistant Corporation Counsel; Jim Karch, Public Works Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were also present.

Recognition/Appointments

- A. Proclamation declaring January 23 as "ISU Mennonite College of Nursing Day".

A representative of ISU Mennonite College accepted the proclamation and briefly addressed Council.

- B. State of the City Address, Mayor Tari Renner

Mayor Renner addressed the City. He stated that the City is strong, but like any other City, has its' challenges. He recognized new members of staff and a variety of projects ongoing in the City. He acknowledged members of Council and Boards/Commissions that have helped to boost the City. He emphasized that Bloomington is on the move in the right direction and that he looks forward to the City continuing to gain strength. The presentation lasted 15 minutes.

Public Comment

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

Scott Stimeling

Consent Agenda

A motion was made by Alderman Schmidt, seconded by Alderman Bray that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Item 7C.

Item 7A. Consideration of approving the Minutes of the December 17, 2018 Regular City Council Meeting. *(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 \$12,406,884.23. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$12,406,884.23, and orders drawn on the Treasurer for the various amounts as funds are available.)*

Item 7C was pulled from the Consent Agenda by Alderman Buragas so she could recuse herself from the vote.

Item 7D. Consideration of the Purchase of Replacement Panasonic Toughbook Laptop Computers from CDS Office Technologies, at a price of \$260,870, through Bid #2019-21, as requested by the Information Services Department. *(Recommend the Purchase of thirty-eight (38) Replacement Panasonic CF-33 Toughbook Laptop Computers from CDS Office Technologies, through Bid #2019-21, in the amount of \$260,870 be approved, and the Purchasing Agent be authorized to issue a Purchase Order.)*

Item 7E. Consideration of an Ordinance approving a petition from Carl V. Thacker Jr., Travis Thacker, Randy Lenz and Travis Wieland, requesting to rezone the properties located at 802 North Morris Avenue, 1111 West Chestnut Street, 1109 West Chestnut Street, and 1107 West Chestnut Street from R-1C, High Density Single-Family Residential District to C-1, Office District, as requested by the Community Development Department. *(Recommend the Ordinance approving a petition from Carl V Thacker Jr., Travis Thacker, Randy Lenz and Travis Wieland, requesting to rezone the properties located at 802 North Morris Avenue, 1111 West Chestnut Street, 1109 West Chestnut Street, and 1107 West Chestnut Street from R-1C, High Density Single-Family Residential District to C-1, Office District be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*

Item 7F. Consideration of a Change of Ownership application from LKH, Inc. d/b/a Cheeks Bar & Grill, located at 1206 Towanda Avenue, currently holding a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership application for LKH, Inc. d/b/a Cheeks Bar & Grill be approved.)*

Item 7G. Consideration of a Change of Ownership Application from Penalty Box Restaurants, LLC d/b/a Baxter's American Grille, located at 3212 E. Empire Street, currently holding a Restaurant All Types with Package and Sunday Sales (RAPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Penalty Box Restaurants, LLC d/b/a Baxter's American Grille be approved.)*

Item 7H. Consideration of a Change of Ownership Application from Coppertop, Inc. d/b/a Coppertop Lounge, located at 1107 W. Locust St., currently holding a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Coppertop, Inc. d/b/a Coppertop Lounge be approved.)*

Item 7I. Consideration of a Change of Ownership Application for Roko's, Inc. d/b/a Pub I, located at 505 W. Market Street, currently holding a Tavern and Package Sales, All Types of Alcohol (TAP) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Roko's, Inc. d/b/a Pub I be approved.)*

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

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

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Buragas. She recused herself from voting at 6:27 p.m.

Item 7C. Consideration of approving appointments to various Boards and Commissions. *(Recommend Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board and Robert B. Fazzini be appointed to the Public Building Commission.)*

Motioned by Alderman Schmidt, seconded by Alderman Bray that Item 7C 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, Mwilambwe, Painter, Schmidt, Black and Bray.

Nays: None.

Recused: Amelia Buragas (6:27 p.m.)

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of (1) an Agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to \$580,080, depending upon the award option chosen and (2) an Ordinance amending the

Fiscal Year 2019 Budget, in an amount up to \$330,080, depending upon the award option chosen for Wayfinding Signage and Gateways Agreement, as requested by the Public Works Department.

City Manager Tim Gleason introduced the item and discussed the cost savings associated to the project thus far. City Engineer Kevin Kothe and Dave Park, chair of the Downtown Signage Committee, addressed Council. Mr. Park gave an overview of the Committee's involvement and Mr. Kothe gave an overview of signage plans, discussed the bids received, and reviewed the options presented.

Aldermen Mathy and Black showed support of the project.

Alderman Bray made a motion, seconded by Alderman Schmidt that (1) the Agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to \$580,080 and the City Manager and Interim City Clerk be authorized to execute the necessary documents; and (2) the Ordinance amending the Fiscal Year 2019 Budget, in an amount up to \$330,080, be approved and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of a Professional Services Agreement with Hanson Professional Services, for Phase II design of Hamilton Road, from Bunn Street to Commerce Parkway, in the amount of \$558,460.32, as requested by the Public Works Department.

City Manager Tim Gleason introduced the item, followed by a presentation from Public Works Director Jim Karch. Mr. Karch discussed the importance of finishing this project and the steps going forward should the project be approved.

Alderman Schmidt made a motion, seconded by Alderman Mwilambwe that the Professional Services Agreement with Hanson Professional Services, for Phase II design of Hamilton Road, from Bunn Street to Commerce Parkway, in the amount of \$558,460.32, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

City Manager Tim Gleason discussed where to find the upcoming Schedule of Events calendar, Historic Rt. 66 banners coming to the City, and the January 22, 2019 Committee of the Whole meeting being held on a Tuesday due to Martin Luther King day.

Mayor's Discussion

Mayor Renner welcomed Deputy City Manager Billy Tyus who will start in February.

City Aldermen's Discussion

Aldermen Schmidt and Mathy recognized the E-Sports events at the Arena as sold out and very successful.

Alderman Mwilwambe shared his experience of meeting a couple who had traveled from abroad to take Rt. 66 across the country.

Executive Session

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

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

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

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

Nays: None

Motion Carried.

Return to Open Session

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

Alderman Bray made a motion, seconded by Alderman Painter to return to the Open Session meeting.

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

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

Nays: None

Motion Carried.

Adjournment

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

Alderman Mwilambwe made a motion, seconded by Alderman Painter to adjourn the meeting.

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

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

Nays: None

Motion Carried (viva voce).

The meeting adjourned at 7:01p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

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, Electronic Transfers, and Procurement Card Purchases 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 \$5,429,363.22 (Payroll total \$2,542,811.06, Accounts Payable total \$2,571,609.55, Electronic Transfers total \$234,492.52, and Procurement Card Purchases total \$80,450.09).

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:

A handwritten signature in black ink, appearing to be "L. J. [unclear]", is written over a horizontal line.

Tim Gleason
City Manager

Attachment:

- FIN 1A - Summary Sheet Bills, Payroll, Electronic Transfers, and Procurement Card Purchases Bills & Payroll 012819

CITY OF BLOOMINGTON FINANCE REPORT					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
1/11/2019	\$ 217,719.58	\$ 66,009.39	\$ 283,728.97		
1/17/2019	\$ 1,532,171.24	\$ 419,203.42	\$ 1,951,374.66		
1/18/2019	\$ 231,739.31	\$ 81,071.85	\$ 312,811.16		
1/17/2019					
Off Cycle Adjustments	\$ (5,030.78)	\$ (72.95)	\$ (5,103.73)		
		PAYROLL GRAND TOTAL	\$ 2,542,811.06		
ACCOUNTS PAYABLE (WIRES)				PCARDS	
Date	Bank	Total		Date Range	Total
1/28/2019	AP General	\$ 2,000,568.84		12/01/2018-12/31/2018	\$ 80,450.09
1/28/2019	AP Comm Devel	\$ 41,625.17		PCARD GRAND TOTAL	\$ 80,450.09
	AP IHDA				
1/28/2019	AP Library	\$ 52,226.58			
1/28/2019	AP MFT	\$ 20,045.82			
1/11/2019-1/18/2019	Out of Cycle	\$ 457,143.14			
12/12/2018-1/17/2019	AP Bank Transfers	\$ 234,492.52			
	AP GRAND TOTAL	\$ 2,806,102.07			
		TOTAL			\$ 5,429,363.22
			Respectfully,		
			F. Scott Rathbun		
			Finance Director		



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Parks, Recreation & Cultural Arts

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

STRATEGIC PLAN LINK: Goal Five. Great place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 5.D. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND: In order to provide the customers at The Den at Fox Creek with golf carts that match the image of the course we are striving to reach, we need to provide up to date, properly running golf carts. At the end the 2018 playing season, only 31 of the 64 golf carts were able to go a full round of golf. This created significant operational issues and reflected poorly on the experience we wish to provide our customers. The current fleet has been in use for six seasons and is experiencing frequent breakdowns, primarily due to battery failure, which require customers to call in from the course with reports that their cart has died. This reflects quite poorly on the course as we currently charge \$34.00 per round to rent the cart for two riders. Battery failure is the death knell for a fleet of electric carts. Industry standards show that electric carts will provide consistent performance through a period of four to five years before the batteries will begin to fail. Beyond batteries, other expensive controllers in the carts that control the operation of the batteries are also beginning to fail.

The low bidder, Coker Family Inc, d/b/a Battery Specialists + Golf Cars, based out of Taylorville, Illinois, has been a long trusted golf cart provider in Central Illinois since 1985. They were the Club Car National Dealer of the Year in 2012 and currently service golf carts in 80 Illinois counties. They have 4 facilities in Illinois, a staff of 35 employees, 4 service vehicles, 12 delivery vehicles and 20 trailers. Their Club Car

Precedent golf cart is the industry leading golf cart. With an outstanding five year warranty on the batteries, staff is confident that the customer's expectations will be met for many years down the road following this purchase.

On Thursday, December 27, 2018, at 10:00 am, bids were publicly opened and read for the new golf carts at The Den at Fox Creek. Bid were accepted for both electric and gas golf carts. Two bids met the specifications for electric carts with one bid meeting specifications for gas carts. The bids meeting specifications were as follows:

Electric

Club Car Precedent - \$153,274.35

Yamaha Drive2 - \$200,689.92

Gas

Yamaha Drive2 - \$196,081.92

Coker Family Inc, d/b/a Battery Specialists + Golf Cars submitted the lowest bid that met our specifications at a price of \$153,274.35. This was the lowest bid by \$42,807.57 for a cart that met our bid specifications. With the lowest bid submitted, coupled with Coker Family Inc, d/b/a Battery Specialists + Golf Cars extensive fleet service experience in Central Illinois, staff would propose that Coker Family Inc, d/b/a Battery Specialists + Golf Cars be awarded the bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Purchasing Agent

FINANCIAL IMPACT: Funds totaling \$232,000 were included in the FY 2019 Capital Lease-Capital Outlay Equipment Other than Office account (40110139-72140) for this purchase. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 82, 83 and 88.

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

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

Respectfully submitted for Council consideration.

Prepared By:	Jason Wingate, Superintendent of Golf
Reviewed By:	Jay Tetzloff, Director—Parks, Recreation & Cultural Arts
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:

- PRCA 1B - Contract
- PRCA 1C - Club Car Precedent Information

CITY OF BLOOMINGTON
CONTRACT WITH
Coker Family Inc.. d/b/a Battery Specialists + Golf C
FOR
Golf Cars at The Den at Fox Creek Golf Course

THIS AGREEMENT, dated this 28th day of January, 2019, is between the City of Bloomington (hereinafter "CITY") and Coker Family Inc.. d/b/a Battery Specialists + (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of \$ _____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. **Initial:** _____ (City) _____ (CONTRACTOR)
- ☐ 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.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

☒ Until all of the services and/or deliverables required to provided within this Contract are completed.

☐ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☐ Other:_____

The Contract shall also be subject to the following renewal terms, if any:_____

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Coker Family Inc., d/b/a Battery Specialists + Golf Ca

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Coker Family Inc., d/b/a Battery Specialists + Golf Cars shall provide sixty-four (64) 2019 Club Car Precedent i2 electric golf cars.

All golf cars shall contain the features and equipment included and listed in the proposal from Coker (attached and incorporated herein to this Exhibit A), including, but not limited to standard suspension, custom nameplate, premium 4-ply tires, Precedent wheel covers, mold-in rear scuff guards, and sweater basket. Each golf car shall also include an E.R.I.C. self charger and single point watering system.

The golf cars shall each be Platinum (gray) body color and have a black canopy.

The delivery date for the golf cars is February 28, 2019.

All other services and work provided in the proposal from Coker (attached to and incorporated herein to this Exhibit A).

City of Bloomington, Illinois
Bid #2019-24

Golf Cars for The Den at Fox Creek

The City of Bloomington is requesting to purchase sixty-four (64) new 2018 or current production model electric or gas golf cars for The Den at Fox Creek Golf Course. All prices should include freight and assembly. We wish to receive bids on the following car models only: EZGO RXV, Club Car Tempo and Yamaha Drive2. All cars shall include all standard equipment and the following:

Proposed Year, Make, Model: 2019 Club Car Precedent i2 electric/EFI

List all standard equipment here: Platinum body color, black canopy,

Standard suspension, custom nameplate, Premium 4-Ply tires, Precedent

Wheel covers, Mold-in rear scuffguards, and sweater basket

ELECTRIC VEHICLES: E.R.I.C. shelf charger and single point watering system

Additionally, all golf cars shall include the following equipment (unless standard). NOTE ALL EXCEPTIONS:

1. Body Color: Gray preferred
Note: Please list all colors available at the price quoted in notes/exceptions space below
2. Canopy Tops – Color: Black
3. Front Custom Nameplate - “Bloomington Golf”
4. Number Decals
5. Information Holders
6. Dual USB Ports
7. Fold-Down Windshields (latches in place when lowered)
8. Sweater Basket
9. Wheel Covers
10. Two (2) Sand Bottles mounted. One on Driver and Passenger Side
11. Single Point Water Fill System – for lead acid electric cars
12. Energy Absorbing Front and Rear Bumpers up to 5 mph
13. Bag Well Protection

Notes and Exceptions:

NONE

Available Colors (please list): *Beige, white, Sapphire, Dark Green, Platinum and Cashmere*

Special Considerations:

- Provide Two (2) Tow Bars
- One (1) Hand held Diagnostic Tool with all necessary cables and software
- One (1) detailed technical service manual

Specifications for Electric Cars

Please specify which model being quoted

Model: 2019 Club Car Precedent i2 electric

Comply/Does Not Comply/Exceeds

- Motor: 48 Volt High Efficiency – AC preferred
- Batteries: Six, 8-Volt deep cycle storage batteries. Trojan batteries required.
- Chargers: Fully Automatic, DC output at 48 volts; UL Listed, CSA Certified (or equal)
- Brakes: Self adjusting brakes with cast iron drums;
- Suspension: Fully independent, automotive style suspension
- Steering: Self-Adjusting rack and pinion
- Tires: 18 x 8.5 x 8 standard (4-ply rated)

comply
comply
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comply

Notes and Exceptions:

25,000 EU Performance Warranty

Specifications for Gas Cars

Please specify which model being quoted

Model: 2019 Club Car Precedent EFI

Comply/Does Not Comply/Exceeds

- Fuel System: Electronic Fuel Injected
- Starting System: Starter/Generator
- Fuel Efficiency: 42 mpg minimum on paved flat surface
- Ignition System: Transistor
- Engine Type: Low emission, single cylinder
- Fuel Tank Capacity: 6.0 gallons or greater
- Decibels: Lower than 64db at 25 feet from start
- Batteries: One 12 Volt
- Brakes: Self adjusting brakes with cast iron drums;
- Suspension: Fully independent, automotive style
- Steering: Self-Adjusting rack and pinion and cargo
- Tires: 18 x 8.5 x 8 (4-ply rated)

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Notes and Exceptions:

Electric Car Guarantee

The successful vendor must provide electric golf cars that run 45 holes per day without being recharged. Vendor must maintain compliance with this requirement throughout a time no shorter than 48 months or 20000 energy units. When a car no longer meets the 45 holes per day standard due to battery life, the vendor must replace the batteries in that car within 48 hours of being contacted by city golf staff. The Vendor is responsible for

expense of the new batteries and the labor to install them.

Replacement

Cars, under warranty, that cannot be repaired within five (5) calendar days from notification will be replaced by a loaner cart at the vendor's expense.

Delivery

All units must be delivered by March 22, 2019 for review and acceptance. All units must be fully assembled, serviced and ready for operation as delivered. All cars shall be delivered to The Den at Fox Creek. If golf cars cannot be delivered by March 22, 2019, vendor must supply The Den at Fox Creek with 30 well-conditioned EFI gas rental cars at no charge until the time the new golf cars have been delivered.

Existing Golf Car Fleet

Responders shall provide as part of their proposal a comprehensive fair market trade value price for the existing fleet of 64 EZGO RXV electric cars (Include pricing on Proposal Form). Opportunities to view existing fleet of carts must be preceded by a notification to golf course staff.

Notes/Exceptions:

NONE

EXHIBIT B
FEES / COMPENSATION

As set forth in the attached bid, the City shall pay Coker Family Inc., d/b/a Battery Specialists + Golf Cars a total of **\$153,274.35** for the 64 golf cars purchased. The total for the golf carts is \$286,038.95, however the City will trade 64 used EZGO RXV Cars in exchange for \$132,764.60.

BID FORM

BID #20189-24

PRCA Golf Cars for The Den at Fox Creek

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

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

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

Description	Amount
BID A: Sixty-four (64) Electric Golf Cars	\$ <u>286,038.95</u>
Make and Model Bid A: <u>2019 Club Car Precedent iL</u>	
BID B: Sixty-four (64) Gas Golf Cars	\$ <u>297,112.50</u>
Make and Model Bid B: <u>2019 Club Car Precedent EFI</u>	
Trade-In Allowance: 64 Used EZGO RXV Cars	\$ <u>132,764.60</u>
BID A TOTAL Bid minus Trade-in Value – Electric	\$ <u>153,274.35</u>
BID B TOTAL Bid minus Trade-in Value - Gas	\$ <u>164,347.90</u>
Anticipated Delivery Date: <u>February 28, 2019</u>	

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

<u>Coker Family, Inc. dba Battery Specialists + Golf Cars</u>	<u>Ronald J. Kruetz</u>
Firm	Authorized Signature
<u>800 Springfield Road</u>	<u>Taylorville Illinois 62568</u>
Address	City State Zip
<u>217.530.1971</u>	<u>December 26, 2018</u>
Phone Number	Date
Email Address: <u>ron@bspqc.com</u>	

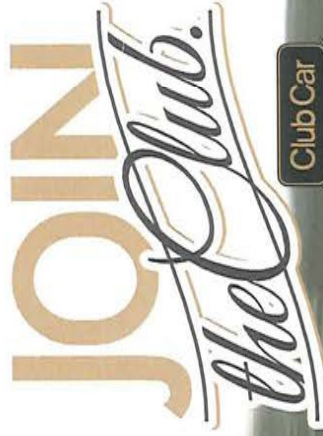


JOIN
the Club.

Club Car[®]

PRECEDENT

You've spent years taking care of everyone else as you built a home, family and career. Along the way you've cultivated a discriminating taste and learned the value of quality. So when it's time to reward yourself for a job well done, don't buy just any golf car. Invest in an automotive aristocrat: the legendary Club Car Precedent® golf car. It delivers best-in-class power, fuel efficiency, warranty and much more. Go ahead...



IT STARTS WITH GREAT DNA.

When the Precedent® golf car was introduced in 2004, it shook the industry, earning accolades and spurring imitations. And, over the years, we have refined the vehicle's elegant rendition. So when you buy a Precedent golf car you are buying a legacy of:

- **Unsurpassed durability.** Other golf cars are built on steel frames that can corrode. The Precedent golf car features the industry's only rustproof, corrosion-resistant aluminum frame engineered to resist impact better than steel frames.
- **A smoother ride and superior handling,** thanks to our SportDrive™ Steering and Suspension System.
- Electric vehicles with **best-in-class power and range.**
- **Monsoon Top™ canopy** with built-in drains that channel water straight to the ground, keeping you and your gear dry.
- **360° bumpers** with molded-in color that resists dings and scratches.

And if you need parts and service, our network of 600 Authorized Club Car Dealers and Distributors stands ready to meet your needs. To find a dealer near you, visit clubcardealer.com.

Electric Gas Club Car Smooth 2 Smooth 4 Diesel 2-Pass 4-Pass

Look for these vehicle specific features.



INTRODUCING A NEW GENERATION OF PERFORMANCE AND RELIABILITY

We overcame the challenge of taking the Precedent® golf car from good to great by integrating stunningly sophisticated automotive technology, virtually fail-safe chargers and optional solar drive panels that boost range and lower operating costs into its classic styling.

Aluminum Frames Stop Rust in its Tracks

Most golf cars are built on heavy steel frames that are subject to rust and corrosion. This affects appearance, performance and resale value. But the Precedent® golf car features Club Car's long-lasting AlumiCore™ frame. Made of aircraft-grade aluminum, the frame is rustproof, corrosion-resistant and lightweight. It uses less energy and preserves battery life, yet its ladder-style aluminum box-beam design makes it more impact resistant than a steel frame.

Monsoon Top™ Canopies

Some golf car canopies provide little more than sun protection. The Precedent® golf car's exclusive Monsoon Top™ Canopy does much more. It features built-in drain spouts that channel water off the top and straight to the ground, keeping you, your guests and your gear dry. Made of strong, molded polypropylene plastic, the canopy is designed exclusively for the Precedent golf car for an excellent fit and secure attachment.

Potent electric vehicles with virtually fail-safe charging systems

There are electric golf cars, then there is the electric Club Car Precedent® golf car.

Here's the difference. Our Excel™ electric system with regenerative braking delivers 10% more battery capacity and range than competitive vehicles. It works with our new solid-state, high-frequency charging system known as ERIC. (**Efficient. Reliable. Intelligent. Connected.**) ERIC works globally, keeps charging during power fluctuations and prevents common user errors by:

- Alerting you when charging begins, to the state of charge and when the car is charged.
- Warning you when the battery pack falls to 20% then 10% charge, so you can head for home.
- Monitoring the battery pack after charging and delivering power as needed. Your car will be ready when you are, even at your vacation home.

The electric Precedent® golf car also comes standard with a single-point watering system, making routine maintenance a breeze.



PRECEDENT® i2

Electric Gas 36Volt 2 3-year
Warranty



CELEBRATE YOUR SUCCESS.

From its handsome 360° wrap-around bumper to its cockpit-like interior...from its commanding powertrain to its spacious bagwell, the Precedent i2 golf car makes a real statement. It delivers good looks, performance and years of trouble-free service. Like all Precedent golf cars, it's built on our rustproof, corrosion-resistant AlumiCore™ frame.

Above: Beige Precedent with optional sand bottle.

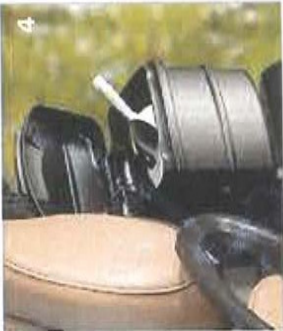




Red Precedent[®]2 shown with optional hinged windshield, deluxe headlight, taillights, and canopy-mounted storage pouch.

ACE IT!

Get your Precedent[®] golf car course-ready with these golf accessories: **1.** Ball and club cleaner **2.** CaddyMaster[™] Cooler **3.** Sand bottle **4.** Sand bucket **5.** Hinged windshield



SPECIFICATIONS



PRECEDENT i2		PRECEDENT STRETCH
	Electric	Gasoline with E.F.I.
POWER & PERFORMANCE		Electric
Source	48-volt Excel™ with 250 Amp, Solid State Controller	48-volt DC with 500 Amp, Solid State Controller
Power	3.3 hp (2.4 kW) rated, Peak 13 hp (9.6 kW)	3.7 hp (2.7kW) rated, Peak 20 hp (14.9 kW)
Steering	SportDrive™	SportDrive™
Suspension	SportDrive™	Heavy-duty rear suspension
Batteries	Six 8-volt	Six 8-volt
STYLE & AMENITIES		
Frame	AlumiCore™	AlumiCore™
Canopy	Monsoon Top™	Monsoon Top™ XL
Body	Dupont Surlyn® Reflections	Dupont Surlyn® Reflections
Finish	Molded-in color	Molded-in color
SAFETY & SECURITY		
Brakes	Self-adjusting, rear mechanical drum	Self-adjusting, rear mechanical drum
Park Brake	Foot actuated, 3-position	Foot actuated, 3-position
Speed	7 speed settings: 5-19 mph (8-31 kph)	8-12.4 mph (13-20 kph) maximum
DIMENSIONS		
L x W x H	92 x 47 x 69 in (232 x 120 x 174 cm)	144 x 47.25 x 69 in (366 x 120 x 174 cm)
Wheelbase	66 in (166 cm)	101 in (257 cm)
Total Vehicle Weight	909 lb (412 kg)	1176 lb (533.4 kg)
Ground Clearance	5 in (11 cm)	5 in (11 cm)
Fuel Tank	18 x 8.50 - 8 Tubeless	18 x 8.50 - 8 Tubeless
Tires	35/39 in (88/98 cm)	35/39 in (88/98 cm)
Front/Rear Tread		
WARRANTY		
Limited 4-year	Canopy, electronics, pedal group, seats, suspension	Canopy, electronics, pedal group, seats, suspension
Limited 3-year	Body panels, powertrain	Body panels, powertrain
Limited 2-year	Solenoid, GCOR, Club Car supplied options and accessories	Solenoid, GCOR, Club Car supplied options and accessories
Limited Lifetime	Frame	Frame

©2014 Club Car LLC. Club Car believes the information and specifications in this piece of literature were correct at the time of printing. Specifications, standard features, options, fabrics and colors are subject to change without notice. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. The company reserves the right to make design changes without obligation to make these changes on previously sold units or systems.



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Community Development - Office of Grants Administration

SUBJECT: 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.

RECOMMENDATION/MOTION: The 2019 John M. Scott Health Trust Grants Program Policies and Procedures be approved.

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

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

BACKGROUND: 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. These policies will guide the

implementation of the Grants Program beginning with FY2020 awards. The Commission voted to approve the recommended draft Grants Program Policies and Procedures at the December 19, 2018 meeting for final approval by Council, as Trustee.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: John M. Scott Health Trust Commissioners

FINANCIAL IMPACT: Award of the grants through the John M. Scott Health Care Trust will have no impact on the City General Fund. Awards are made from net proceeds of Trust investments.

COMMUNITY DEVELOPMENT IMPACT:

Consolidated Plan Goals Addressed:

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;

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:



Tim Gleason
City Manager

Attachments:

- CD1B - John M. Scott Health Care Trust Grants Program Policies and Procedures
- CD1C - Petition to Amend Declaration of Trust
- CD1D - Order Approving Petition to Amend Declaration of Trust
- CD1E - John M. Scott Health Care Amended Declaration of Trust
- CD1F - December 19, 2018 Draft John M. Scott Health Commission Meeting Minutes

**John M. Scott Health Care Trust
Grants Program Policies and Procedures**

John M. Scott Health Care Trust

Grants Program Policies and Procedures

GRANT PROGRAM POLICIES

Program Overview

John M. Scott was an Illinois Supreme Court Justice who resided in McLean County from the mid- to late-1800s. Although John M. Scott married and had children, he survived his heirs. At his passing in 1898, his Last Will and Testament directed his estate be used to ensure health care in the community, specifically for those with limited financial means. John M. Scott envisioned a community where everyone would have access to quality health care without regard to the person's sex, age, nationality, religious beliefs, or ability to pay. In 1981, the City of Bloomington was named Trustee for the John M. Scott Health Care Trust, created to further John M. Scott's mission.

Program Purpose

The John M. Scott Health Care Trust (Trust) (amended on July 2, 2018) states "the primary purpose of the Trust is to provide grants to financially support organizations and initiatives that prevent illness and promote the health and well-being of McLean County residents who have limited access to health care or inability to pay for needed health care services".

The purpose of the John M. Scott Health Care Trust Grant Program is make grants to qualified organizations that support the health care needs of income-qualified individuals who 1) are underserved by the mainstream health care system and 2) reside in McLean County (see "Eligibility"). The Trust does not provide funds directly to individuals. Grants funded through the Trust will address health care needs that are demonstrably underfunded or unfunded by resources, and are not intended to supplant existing funds. Proposals that address priority areas of the most recent McLean County Community Health Needs Assessment (CHNA) and/or demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Funding Availability

The total amount of funding available for annual grant awards is based on Trust income, which varies year to year. The funds available for grants will be recommended annually by the Commission and approved by the Trustees based on fiscal year budget recommendation from the Finance Committee.

Funding Cycle

The fiscal year for the John M. Scott Health Care Trust Grant Program is May 1 – April 30.

Policy Review

This grant policy will be reviewed by the Trustees at least every five years.

Types of Grants

Organizations can apply for funding under one or more of the following grant categories:

Category I - General Operating Grants

Organizations that provide health care services to traditionally underserved populations should apply for funding under this category. Organizations can request funding for up to three years to support their general operating costs, including overhead. Multi-year grants will be distributed in installments on an

John M. Scott Health Care Trust Grants Program Policies and Procedures

annual basis (based on the John M. Scott Commission's fiscal year, May 1 - April 30). Continued funding of a multi-year grant will be based on the grantee's compliance with reporting and other requirements in the previous year, success with outcomes, and availability of funds.

Category II – Community Health Priority Program Grants

Organizations seeking funding for on-going or emerging programs addressing the top priority areas identified in the most recent McLean County Community Health Needs Assessment (CHNA) and the subsequent McLean County Community Health Improvement Plan (CHIP) should apply for funding under this category. Proposals that demonstrate meaningful collaboration among more than one qualified organization are strongly encouraged.

Funding is limited to one year of program support through this category, but recipients may reapply annually if they remain in good standing and have met all related reporting requirements.

Copies of the McLean County CHNA and CHIP can be found at: <https://health.mcleancountyil.gov/ArchiveCenter/ViewFile/Item/386>.

Category III – Emergent Need Grants

Organizations or community initiatives seeking funding for unexpected needs or emergency events may apply for funding under this category. Grants in this category are typically smaller and non-renewable.

Distribution of Funds Among Categories

Based on recommendations from the Grant Committee, the percentage of funding for each category will be determined annually by the Commission prior to the beginning of the grant cycle.

Disbursement of Unspent Funds

Budgeted, unspent funds within any fiscal year may be allocated to the subsequent fiscal year or returned to the Trust.

John M. Scott Health Care Trust

Grants Program Policies and Procedures

GRANT PROGRAM PROCEDURES

Eligibility

Organizations

Grant recipient(s) awarded funding through the Trust must:

- Be a tax-exempt organization per Section 501(c)3 of the Internal Revenue Code (including faith-based organizations) or a local or county unit of government;
- Align with the funding goals of the John M Scott Health Commission;
- Have sound financial management policies in place and demonstrate good stewardship of resources;
- Ensure John M. Scott Grant Program funds are used to serve clients that meet the following qualifications:
 - McLean County residency;
 - Annual income at or below 185% of the annual Federal Poverty Guidelines found at: <https://aspe.hhs.gov/poverty-guidelines>
- Comply with the John M Scott Health Commission's non-discrimination policy that includes 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 military service, criminal record, or any other basis prohibited by federal state or local law. The organization should also have a procedure for handling discrimination complaints.
- Proposals for a collaboration among more than one organization should plan to designate a single fiscal agent to receive John M. Scott Grant funds. The fiscal agent will be responsible for allocating funds among collaborative partners and submitting reports to the Commission.

Expenses

Eligible expenses funded through the Trust may include but not be limited to:

- Overhead costs
- Personnel costs
- Medication, and medical supplies including durable medical equipment
- Program costs for prevention, education, and intervention programs
- Costs for services targeting social determinants of health such as defined by the Centers for Disease Control (see <https://www.cdc.gov/socialdeterminants/research/index.htm>) as agreed upon by Commissioners.

Grant Committee and Review Process

Grant Committee

The Grant Committee will be chaired by the Health Care Commission Vice-Chairperson or a designee and be responsible for recommendations to the Commission on funding policies, community needs, and allocation of grant funds. The Committee shall be comprised of no less than 4 Commissioners. Ad Hoc Committee members may be added as needed for additional expertise. The Grant Committee will provide oversight for the annual grant program.

John M. Scott Health Care Trust

Grants Program Policies and Procedures

All members of the Grant Committee will review all grant requests. Committee members will recuse themselves as needed to avoid any conflicts of interest. A standardized rubric will be used to review and score applications. The Committee will review the rankings and develop a grant funding proposal to present to the full Commission for recommendation to the Trustees.

Grant Procedures Review

The Grant Committee will be responsible for annual review of the grant procedures and funding timelines prior to the beginning of the grant cycle.

Funding Guidelines

When developing parameters for the annual grant program, the following guidelines should be considered:

After budget approval, the Grant Committee will recommend to the Commission the percentage of funding for each grant category for the new fiscal year. This will generally occur at the first meeting after adoption of the new fiscal budget by the Trustees.

Funding Timeline

July 31	Application window opens via the approved grants management software.
August 31	Applications due at 4pm <i>Applications must be submitted via the approved grants management software. Paper applications will not be accepted. Technical assistance will only be provided on issues related to the online submission process.</i>
September 1 - 30	Grant Committee review period <i>The Committee will develop a final grant funding proposal for presentation to the full Commission at the October meeting.</i>
October 31	Full Commission review complete <i>The Commission-approved annual grant funding proposal will go to the Trustee for final approval no later than November 30.</i>
November 30	Trustee final approval complete
January 15	Grant recipients notified/ Grant Agreements sent
April 1	Grant Agreements due
May 1	Funding year begins
December 15	Mid-year report due by 4pm

John M. Scott Health Care Trust

Grants Program Policies and Procedures

Each recipient of Trust funding is required to submit a mid-year progress report for the May 1 – October 31 time period by December 15 via the approved grants management software.

April 30

Funding period ends.

June 15

Final report due by 4pm

Each recipient of Trust funding is required to submit a final year-end report via the approved grants management software for the May 1 – April 30 time period by June 15.

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:

Thomas E. Herr

Subscribed and sworn to before me this 15 day of May, 2018.

Andrew J. Coffey
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 that this my last will and testament as follows:

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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 P. 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.

Page 8 It is my will and I do hereby invest my wife Charlotte A. 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.

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

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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 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 be 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 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 any way 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

and in the presence of each other have hereunto set their names as witnesses to the due execution of said last will and testament by said testator and this we do on the date last above written. We hereby certify that at the time of making signing sealing and acknowledging and publishing his said last will and testament we believe that said testator was and is of sound mind and memory.

M. W. Packard

R. E. Williams

I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the last will and testament of the within and foregoing testator as the same appears from the records of the probate court of the county of [] State of []

my share was [] and of fifty dollars for the use of Bradford [] who is my nephew and a son of my deceased brother William H. Barty so long as said Bradford may live and the same is hereby revoked and annulled and shall be null for aught.

I, the undersigned, do hereby declare that the within and foregoing is a true and correct copy of the last will and testament of the within and foregoing testator as the same appears from the records of the probate court of the county of [] State of []

Charlotte A. Barty in her distribution to George B. Barty in case of the death of her said nephew George H. Barty and the same is hereby revoked and annulled and shall be null for aught.

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.

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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.

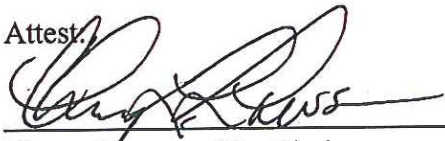
Signed on May 15, 2018.

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.

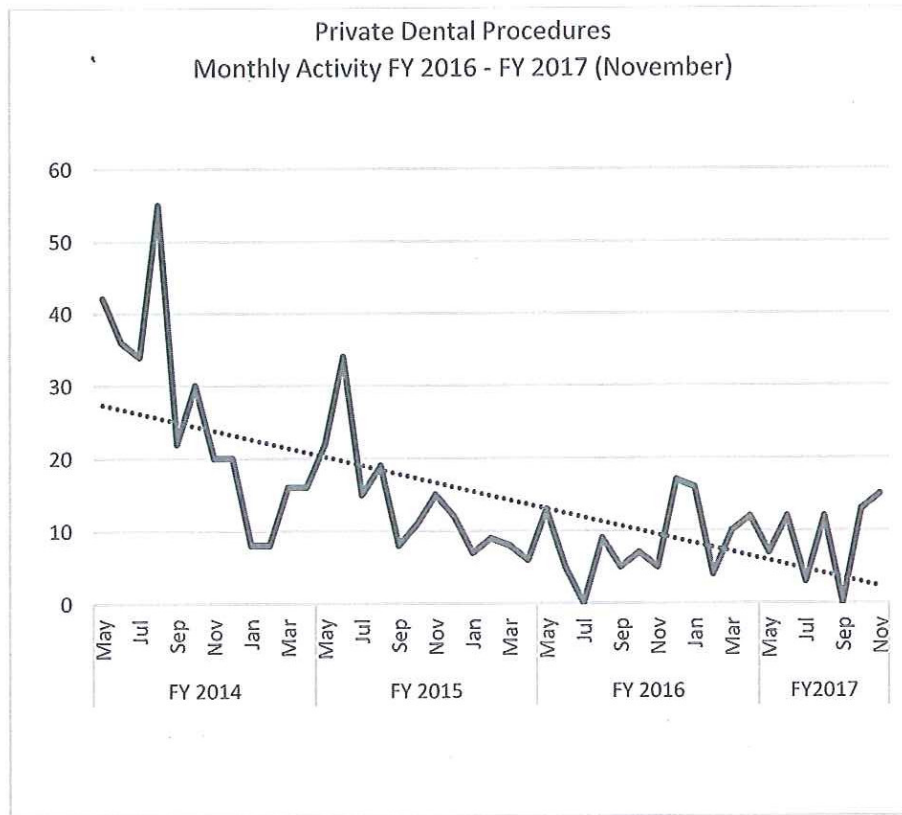


Figure 4

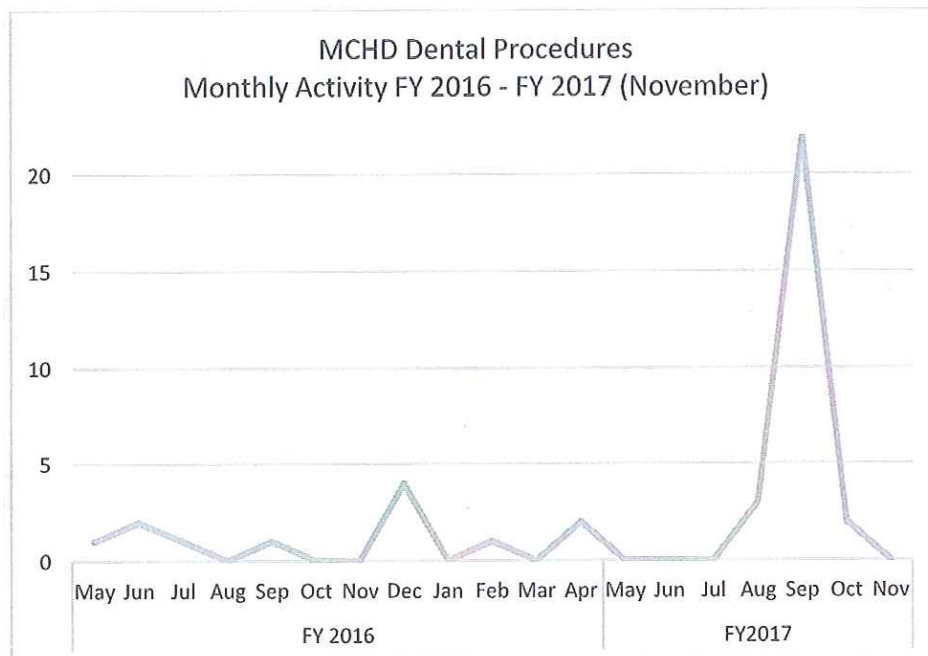


Figure 5

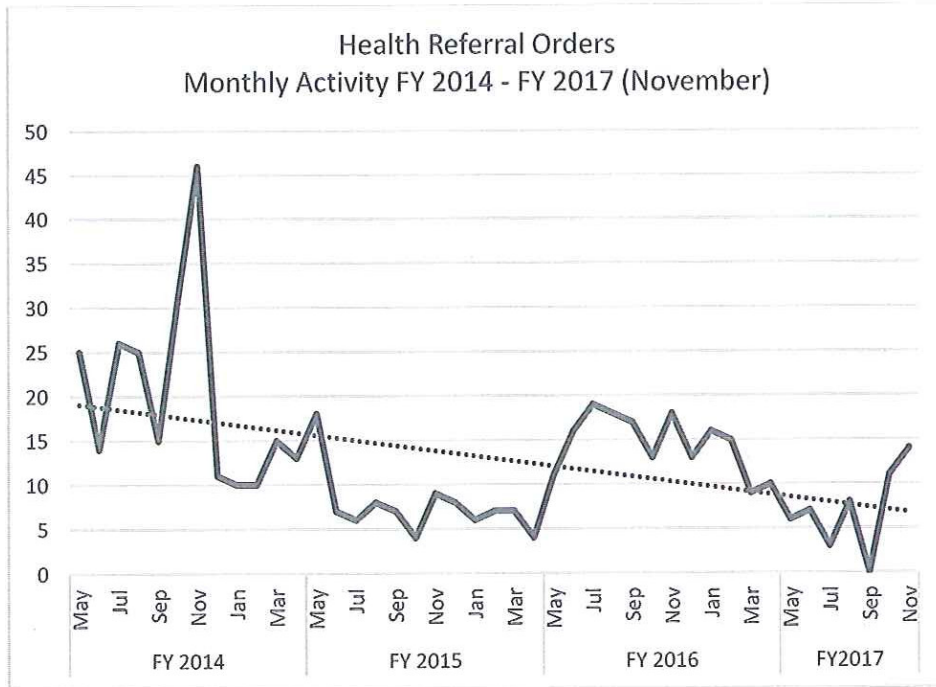


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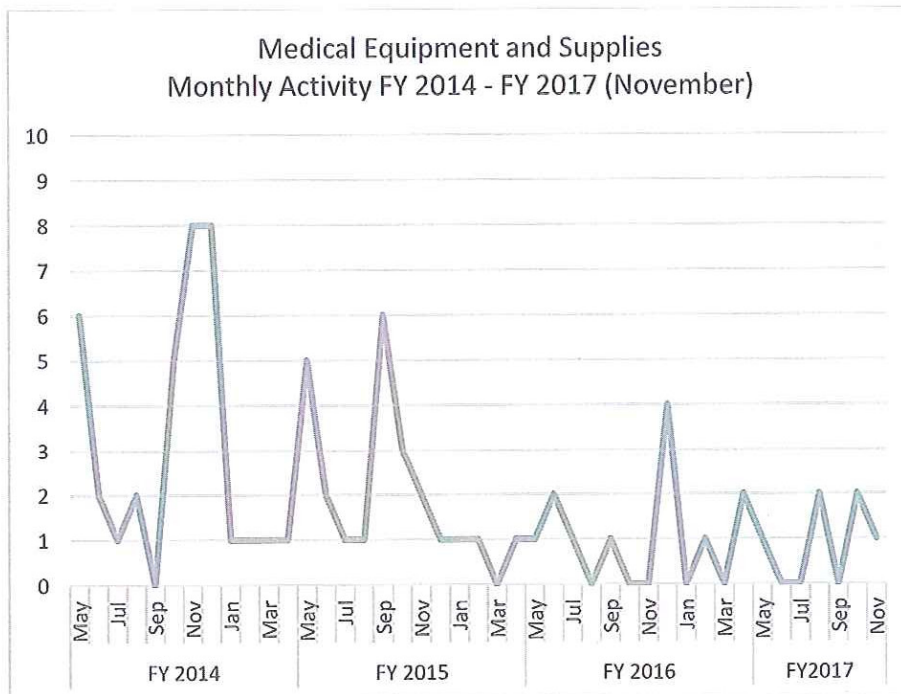


Figure 7

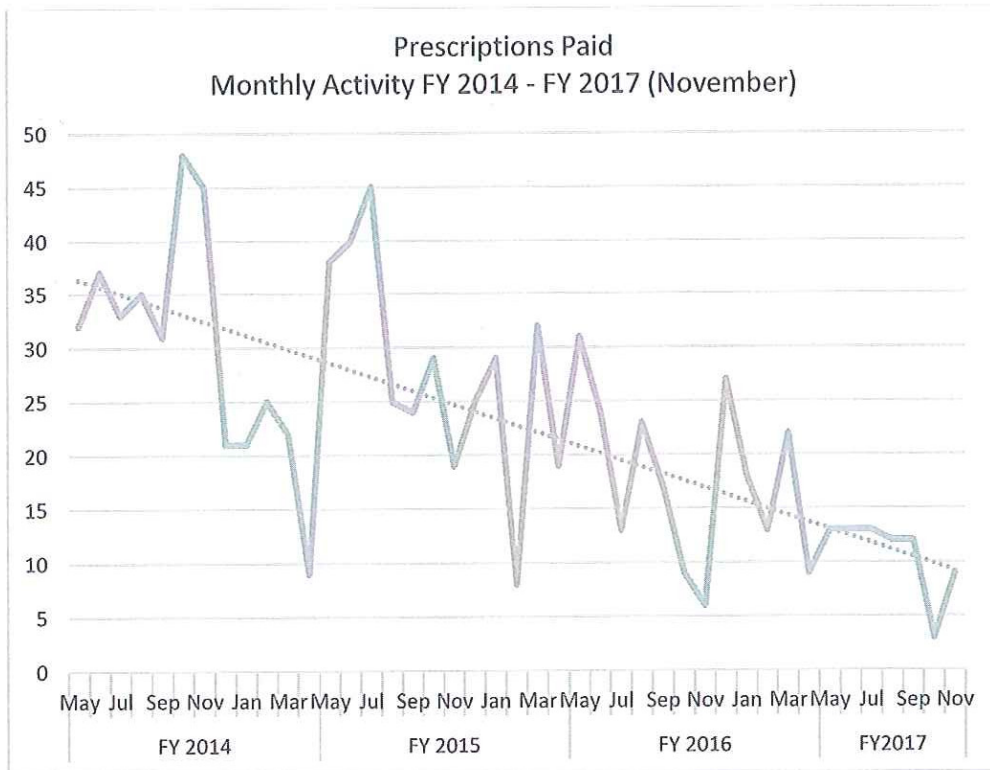


Figure 8

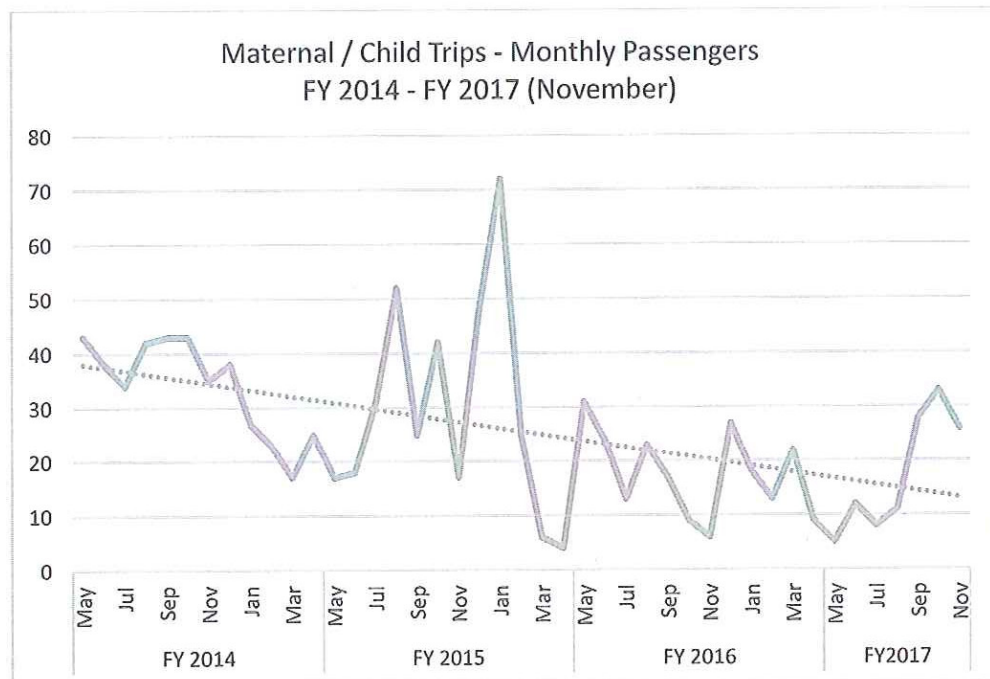


Figure 9

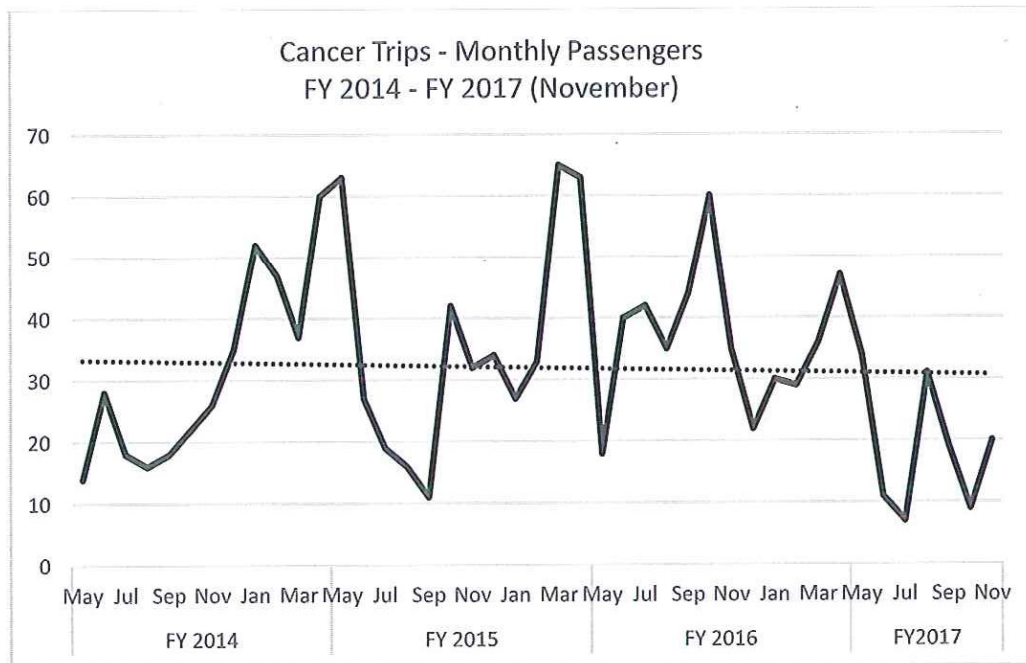


Figure 10

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 JMS Trust 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	
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.

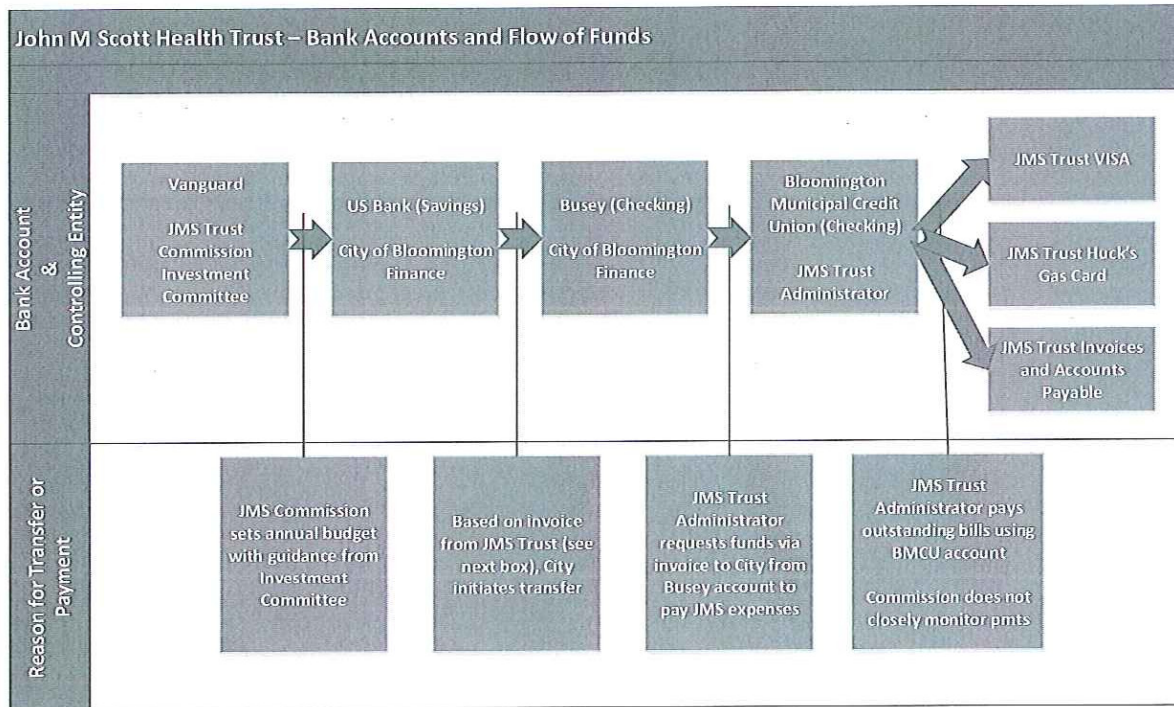
Marketing and Promotion of JMS Trust

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.

Type of Service	Agency	Population	Scott Grant Recipient	Resources:
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) Case No. 1981CH000135
THE JOHN M. SCOTT HEALTH)
CARE TRUST)

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, December 19, 2018
IL Prairie Community Foundation @ the Foundry
921 E. Washington Street, Bloomington

Commissioners Present: Holly Ambuehl, Dr. John Couillard, Sue Grant, Dr. Scott Hamilton, Deborah Halperin, Donna Hartweg, Dr. James Swanson, Brandi Sweeney,
Staff Administrator: Jennifer Toney, City of Bloomington
Members Absent with regret: Deb Skillrud

I. Call to order

Sue Grant called the meeting to order at 5:30 p.m.

II. Approval of minutes

Minutes of the November 28, 2018, meeting were reviewed. Dr. Hamilton moved approval; Dr. Couillard seconded; motion passed. Ms. Toney will make minor spelling corrections and post on the website as approved minutes.

III. Staff Administrator's report

Ms. Toney presented the December Staff Administrator report.

- a. The Grant Management Neighborly software: A demonstration of the software was held on Dec. 14th for the City Finance staff and available JMScott Commissioners. Approval of an agreement with Neighborly has been forward to the legal department and will be signed by the City Manager.
- b. Grant Program: The policy and procedure documents will be presented for approval at this meeting and will be forwarded to the JM Scott Trustees. Next steps will include developing the application and a scoring rubric. These documents will need approval prior to the use of Neighborly software.
- c. Court Report: Ms. Toney presented the FY18 Court report for approval. After review by Tom Herr, the Trust Attorney, and John Yoder, Guardian ad Litem, the report will return to the Commission for vote and recommendation to the Trustees. Ms. Hartweg pointed out some internal inconsistencies in the document and will forward those to Ms. Toney.
- d. Budgets: Ms. Toney attached the FY19 YTD budget. Expenses to date are \$35,930.23. on a total budget of \$354,027. The Commission expects a remainder of approximately \$130,000 unspent funds available for grants in FY19 after projected approval and distribution of FY18 matching grants. **A proposed FY2020 budget was briefly reviewed. The Commission previously approved a total budget of \$500,000 at the November meeting.**
- e. Vanguard Reports: Ms. Toney distributed the Vanguard reports from September, October, and November, 2018. The November 30 account showed \$12, 901,840.68.
- f. Finance Director: Ms. Toney reported that Scott Rathburn, the City of Bloomington Finance Director asked to attend the January meeting. One point of discussion is the required signatures for the Vanguard account. The Commissioners welcomed his attendance.
- g. Van: Ms. Toney reported that the city is keeping the JMScott van and will dispose of it; the cost for repair is greater than its value.

- h. Webpage: Ms. Toney has worked with city staff to create a John M. Scott Commission webpage that will include all meeting dates, membership, application for the Commission, all reports, such as minutes, etc. This will also be the link for organizations to access grant information, application, and reports.
- i. Invoices: Ms. Toney presented invoices for Oct and Nov. for her time; These were approved by consensus. After brief discussion on such routine items, Ms. Ambuehl suggested a consent agenda within each agenda. Only items requiring Commissioner action will be printed. Commissioners agreed to try this approach.

Commissioners thanked Ms. Toney for her very thorough reporting.

IV. Grant funding for FY2019

Ms. Hartweg summarized the outcomes from FY18 grant recipients, with comparisons to FY17 outcomes. (See attached). After review of all outcomes and discussion of needs, Ms. Ambuehl moved to approve the same level of funding as FY18; Ms. Halperin seconded; motion approved unanimously. The amounts are as follows:

Community Health Care Clinic (CHCC): \$60,000.

Community Health Care Clinic Pharmacy: \$15,000

Center for Human Services: \$55,000.

Center for Youth and Family Solutions (CYFS): (Counseling for CHCC patients): \$10,000.

Center for Youth and Family Solutions: (Telepsych): \$10,000.

Peace Meal for low income seniors: \$10,000.

McLean County Health Department Dental Clinic: \$15,000.

Two agencies requested flexibility in use of the funds. The McLean County Health Department requested use of the funds for their Children's Clinic; CYFS requested their funds be used to care for patients beyond CHCC patients, as long as CHCC patients needs were the priority. Discussion ensued on the impact of United Way's decreased funding on these agencies and programs. Dr. Swanson moved to approve flexible use of grant funds as requested; Dr. Hamilton seconded, motion passed. Agencies will be asked to include all funding sources for these additional funded programs in the future. Ms. Toney will notify agencies prior to the holidays, with funds distributed in the future.

V. FY2020 Budget

Ms. Sweeny indicated her follow up with John Concklin and Ruth Ann Fraker on the available income available for this budget for FY2020.

VI. Grant Policy and Procedures

Ms. Hartweg presented a revised draft grant policy and procedures document discussed at the last meeting to reflect that conversation. Ms. Ambuehl moved approval; Ms. Sweeney seconded; with all Commissioners voting approval. The document will now be forwarded to the John M. Scott Trustees.

VII. Open seats on the Commission

Ms. Grant reported Angela McLaughlin, past CEO of the Community Health Care Clinic, will be submitting her application in the next few days. Ms. Hartweg and Ms. Grant continue to seek a Commissioner with finance expertise.

VIII. Next meeting date

The next meeting will be Wednesday, January 23, 5:30 pm at the Foundry in the Illinois Prairie Community Foundation conference room.

IX. Adjournment

Dr. Hamilton moved to adjourn; Ms. Sweeny seconded; the meeting adjourned.

Respectfully submitted by Donna Hartweg, Scribe of the Day



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgraded City infrastructure

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and levels of services; Objective 1 d. City services delivered in the most cost-efficient manner; and Objective 2a. Better quality roads and sidewalks.

BACKGROUND: Public Works is recommending the approval of a Resolution waiving the formal bidding process so that the Department can contract with Infrastructure Solutions, Inc. (ISI) of Mississauga, Ontario for Decision Optimization Technology Roads (DOT Roads) software and associated services and execute a purchase of the software, in the amount of \$33,700, to develop an optimized, multi-year plan to address street maintenance needs for the City of Bloomington. The Contract, which is renewable for up to two additional years, has an Annual Software Maintenance License, in the amount of \$12,500, for years two (2) and three (3) should the City decide to renew the agreement. The agreement would have no other costs beyond the Annual Software Maintenance License after year one (1).

Pay Item	Year 1 Fees
Commercial Road Network Optimization Software License	\$19,000.00
Database Review, Organization, and Upload	\$3,000.00
Initial Client Training	\$2,500.00
GIS Mapping	\$4,200.00
Analysis Modeling and Default Scenario Setup	\$5,000.00
TOTAL	\$33,700.00

Pay Item	Year 2 and 3 Fees
Annual Software Maintenance License (Year 2)	\$12,500.00
Annual Software Maintenance License (Year 3)	\$12,500.00
TOTAL	\$25,000.00

Why DOT Roads?

Public Works currently utilizes in-house expertise to evaluate, rate, and prioritize City streets for inclusion in upcoming resurfacing and pavement preservation projects. Though this method is utilized by many municipalities, it lacks the benefits of incorporating current software technology in the process.

Commercially-available pavement management software systems provide various roadway network analysis and optimization features. These systems often provide municipalities with features and scenario analysis that would not be efficient for staff to perform without the assistance of the software.

Public Works staff has been reviewing industry available software and performed an evaluation to determine the best solution for our roadway system and associated capital planning efforts. Staff conducted due diligence through review of industry research, attending presentations at conferences, reviewing State of Illinois Department of Transportation information, discussing features and capabilities with vendors, reviewing letters of recommendation, and participating in multiple on-line software demonstrations. Staff evaluated providers based on software capabilities and features, including, but not limited to, the following:

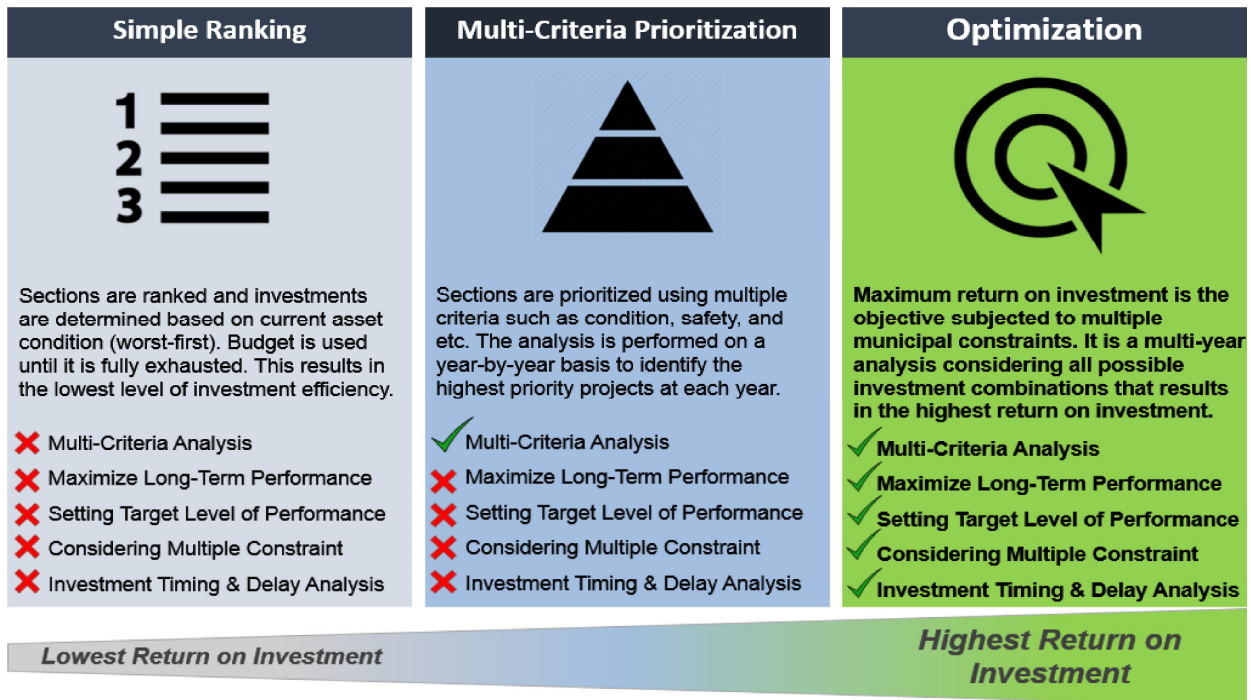
- Data storage options and location
- Pavement rating method supported
- Community benefit factors
- Preservation treatment types
- Specific segment inclusion
- Capital planning and budgeting
- Prioritization and optimization
- Reporting, mapping, graphing output
- GIS interface
- Operational efficiency analysis
- Degradation curve availability
- Roadway condition rating flexibility
- Network priority factors
- Scenario building and evaluation
- Scenario comparison

In addition, Public Works discussed the effort with the Information Systems Department to ensure any concerns regarding system integration and security were incorporated into the evaluation process. Software solutions evaluated by Public Works staff includes the following vendors:

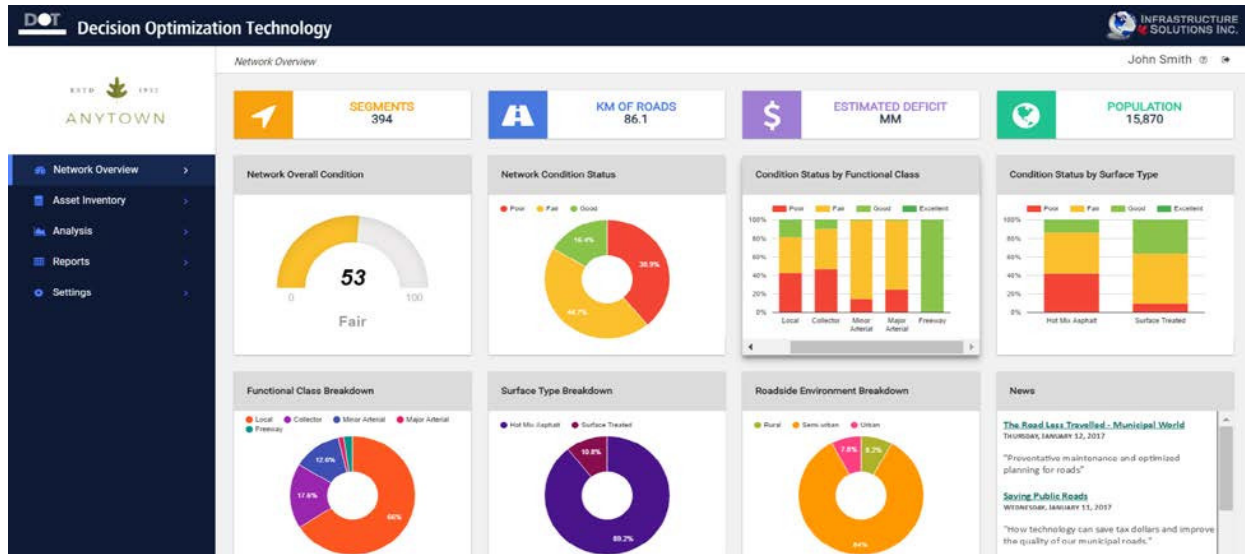
- Infrastructure Solutions, Inc.
- Cartegraph
- Cityworks
- Roadsoft
- Deighton
- StreetSaver
- AgileAssets
- PAVER
- MicroPAVER
- Utah LTAP-TAMS

Proposal

Public Works staff has identified DOT Roads from ISI as the software that will most appropriately meet the needs of the city. ISI provided Public Works a proposal for DOT Roads (see attached) that explains the benefits of the software and how it can be used for planning. Highlights of this proposal are included in this section.



Road network capital planning requires that the most cost-effective and realistic decisions are made regarding the maintenance, rehabilitation and reconstruction of its infrastructure assets. Capital planning also involves strategic prioritization to obtain the best decision-making concerning the timing and utilization of investments, which includes a comprehensive and achievable financial strategy.



Building a credible and implementable road network prioritization and optimization program requires both civil engineering and financial planning. ISI is an “accountineering” company, half civil engineers, half long range financial planners, that is able to provide their experience, through DOT Roads software, required to assist the City’s delivery of quality roadway network capital planning.



ISI’s capital planning tool with optimization capability will maximize the overall performance of a network in terms of physical condition (or any other criteria) over a multi-year analysis horizon. It will provide the City with the best possible course of action in terms of timing and selection of different maintenance, rehabilitation, or reconstruction treatments considering all municipal goals and constraints. The DOT Roads optimization technology provides:

- A technology to achieve the highest level of asset performance;
- An optimizer engine utilizing next generation mathematical programming;
- An extremely powerful, robust, and fast data analysis;
- An architecture to attain maximum speed while performing multiple optimizations for scenario comparison;
- Upload through Excel or Shapefiles;
- Protected user identity and login process for different levels of authority;
- Continual data backup at Microsoft data center;
- Operational efficiency analysis / gap analysis;
- Comprehensive road network treatments for maximum life cycle gain;
- Unique community benefit settings including a wide variety of social, environmental, and economic policies;
- Ability to conduct multiple scenario setting and comparisons;
- Comprehensive target setting and budget recommendations;
- Robust capital planning reports;

- Easy-to-manage asset repository to safely store, maintain, add, and analyze data;
- Multi-year and multi-constraint analysis;
- Reporting, mapping, and graphical output for analysis and presentations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds in the amount of \$33,700 are included in the Engineering Administration-Engineering Services (10016210-70050) account. Stakeholders can locate this in the FY 2019 Adopted Budget Book titled “Budget Overview & General Fund” on pages 331 and 333. If approved, Public Works will budget \$12,500 for annual maintenance licensure costs in future year budgets.

COMMUNITY DEVELOPMENT IMPACT: The City’s Comprehensive Plan 2035 (Adopted August 24, 2015) includes goals and objectives related to this item:

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

TAQ-1 A safe and efficient network of streets, bicycle pedestrian facilities and other infrastructure to serve users in any surface transportation mode

TAQ-1.2 Data-driven transportation infrastructure policy and management

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant
Robert Yehl, PE, Asst. Director of Public Works

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: Katie Simpson, City Planner

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B RESOLUTION
- PW 1C CONTRACT
- PW 1D PROPOSAL

RESOLUTION NO. 2019- _____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING
REQUIREMENTS AND APPROVING A CONTRACT WITH
INFRASTRUCTURE SOLUTIONS, INC. TO PROVIDE DECISION
OPTIMIZATION TECHNOLOGY ROADS ROAD SOFTWARE AND ASSOCIATED SERVICES**

WHEREAS, the City desires to purchase pavement management software to assist the Public Works Department with analysis and optimization of roadway resurfacing and pavement preservation projects; and

WHEREAS, City staff from the Public Works Department identified top providers of pavement management software and has identified Decision Optimization Technology Roads Road Network Capital Planning Software from Infrastructure Solutions, Inc. as the software that will most directly meet the needs of the City; and

WHEREAS, as software solutions are unique and difficult to bid, City staff requests the formal bidding process be waived and the Procurement Manager be authorized to issue a Purchase Order to Infrastructure Solutions, Inc. for Decision Optimization Technology Roads Road Network Capital Planning Software.

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

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, and City Manager, or designated representatives, are authorized to purchase and secure Decision Optimization Technology Roads Road Network Capital Planning Software from Infrastructure Solutions, Inc. in the amount of \$33,700.00 with future annual maintenance license costs in the amount of \$12,500.00, and are authorized to execute any necessary documents to effectuate the purchase, including the contract with Infrastructure Solutions, Inc.

PASSED this 28th day of January 2019.

APPROVED this ____ day of January 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

CITY OF BLOOMINGTON
CONTRACT WITH
Infrastructure Solutions (Software) Inc.
FOR
DOT Roads Road Network Capital Planning Software

THIS AGREEMENT, dated this 28th day of January, 2019, is between the City of Bloomington (hereinafter "CITY") and Infrastructure Solutions (Software) Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: ☐ a lump sum amount of \$ _____; or ☒ the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

~~**Section 6. General Liability Insurance.** CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.~~

Section 6 deleted per coordination with City of
Bloomington Legal Department. RDY 01.11.2019

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

- ☒ This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)
- ☐ 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.
Initial: _____ (City) _____ (CONTRACTOR)

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

☐ Until all of the services and/or deliverables required to provided within this Contract are completed.

☒ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☐ Other:_____

The Contract shall also be subject to the following renewal terms, if any: City may purchase
additional annual maintenance license for amount in proposal for 2 additional 12 month
periods on same terms & conditions upon giving notice 30 days prior to expiration.

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Infrastructure Solutions (Software) Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

- A. SERVICES. ISI shall provide the following application to the City of Bloomington:
1. **DOT (Decision Optimization Technology) Roads software:** A robust software application delivered over the internet, which will provide a City with a capital plan for its road network to attain its highest community benefit and return on investment over a 10-year period.
 2. **Gravel Network Management Optimizer**
 3. **Extensive GIS Mapping capability**
- B. SERVICES DESCRIPTION. ISI shall provide, and commit to, services in accordance with the following specifications:
1. Designated account management and technical support resources;
 2. All online client training requirements as agreed to between the Client and ISI;
 3. All updates and enhancements to the Road Network Optimizer, as they become available;
 4. Proactive support assistance with prescriptive advice and guidance on IT issues;
 5. Online information services for your IT staff to remain up to date on latest enhancements;
 6. Problem resolution support designed to provide rapid response and solutions for operational problems anytime they arise by telephone and e-mail during business hours of 8:00 AM to 5:00 PM, Monday through Friday (not including statutory holidays), Eastern Standard Time. Pager support is provided outside regular business hours.
- C. SPECIAL CONSIDERATIONS.
1. ISI acknowledges that the City of Bloomington stores its GIS data in polygon format and will demonstrate that the DOT Roads application can upload and fully utilize this polygon format in its application.
 2. ISI acknowledges that the City of Bloomington utilizes a PASER system in determining road condition. ISI primarily utilizes Pavement Condition Index (PCI) in its analytical process, as well as a wide range of other indices. ISI will demonstrate to the City of Bloomington how the PASER data can be fully utilized through the optimization process.
- D. ISI PROPOSAL. ISI will provide all other services and products as set forth in its proposal, dated October 3, 2018, for DOT (Decision Optimization Technology) Road Network Capital Planning Software, which is incorporated herein.

EXHIBIT B

FEES / COMPENSATION

The costs for the services are as follows:

Commercial Road Network Optimization Software License: \$19,000

Database Review, Organization and Upload: \$3,000

Initial Client Training: \$2,500

GIS Mapping: \$4,200

Analysis Modeling and Default Scenario Setup: \$5,000

Total Fees: \$33,700

Notes

1. Annual Maintenance License in the amount of \$12,500, paid annually in advance, includes ongoing customer support, post-setup training, hosting, data storage, data backup, client service, upgrades, and all technology enhancements for DOT (Decision Optimization Technology) Roads including a separate module for gravel road management
2. Annual Maintenance fees allow for unlimited user licenses.
3. Initial training and all subsequent training covered by the Annual License will be provided to the client by webinar and is free. Onsite training is available on request but is billed at an hourly rate of \$100/hr. plus travel and expenses.
4. All funds are in US dollars, and there are no hidden fees

Proposal for:

DOT (Decision Optimization Technology) Roads Road Network Capital Planning Software



Prepared for:

Kevin Kothe, City Engineer
Jim Karch, Director of Public Works
Public Works Department
115 E. Washington Street
Bloomington, IL 61702-3157
P 309-434-2225



Prepared by:

Neil Roberts
President
Infrastructure Solutions (Software) Inc.
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Cell (647) 801-6401
neil@infrasol.ca
www.infrasol.ca

Date of Issue: October 3, 2018
Expiration Date: February 15, 2019

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Appendix A – ReNew Canada Magazine Nov 2016 – Saving Public Roads

Appendix B – ReNew Canada Magazine Apr 2018 – Saving Public Roads II

Appendix C – Municipal World Magazine Jan 2017 – The Road Less Travelled

1. INTRODUCTION

Infrastructure Solutions (Software) Inc. (ISI) is pleased to present the City of Bloomington with a proposal for our DOT Road Network Capital Planning Optimization Software. Road network capital planning requires that the most cost effective and realistic decisions are made regarding the maintenance, rehabilitation and reconstruction of its infrastructure assets. The City requires an in depth understanding of the characteristics and condition of its road network, as well as the cost and strategy for attaining the service levels they are expected to meet. Capital planning also involves strategic prioritization to obtain the best decision-making concerning the timing and utilization of investments, which includes a comprehensive and achievable financial strategy. ISI brings the experience and capability required to deliver quality capital planning, as follows:

1.1 “Accountineering” Capability

Building a credible and implementable road network prioritization and optimization program requires both civil engineering and financial planning expertise. Civil Engineers are generally challenged when it comes to making long range financial projections. Accounting firms have minimal understanding of degradation curves, lifecycle gains, and condition assessments. Infrastructure Solutions is an “accountineering” company, half civil engineers, half long range financial planners.

1.2 Capital Planning Expertise

We are recognized leaders in the field of municipal capital planning:

2018

- Featured in the July 2018 American Public Works Association Magazine, Page 72/73, https://www.apwa.net/MyApwa/Apwa_Public/Resources/APWA_Reporter_Magazine-issue_index.aspx?year=2018&month=07&an=5795
- Invited to do a podium presentation, “**Maximizing Investment Efficiency in Municipal Pavement Preservation Programs**”, National Conference on Transportation Asset Management, Transportation Research Board (TRB), San Diego, CA, US;
- Featured in ReNew Canada article (March/April Issue), “**Saving Public Roads II**”, including interviews with Town of Tillsonburg and City of Sarnia regarding the positive impact of preventive maintenance and optimization software; As attached, [Appendix B](#)
- Invited to present, “**Defining Needs for Optimized Road Asset Management for Gravel Road Networks**”, Transportation Association of Canada (TAC) Conference, Saskatoon
- Invited to present, “**Managing Paved and Unpaved Roads at Minimum Cost**”, at the Canadian Network of Asset Managers Annual Conference, Windsor, ON;

2017

- Introduced DOT (Decision Optimization Technology) Roads software, based on input from Golder Associates engineering team and contributions from municipal clients across Canada
- Presented, “**Unleashing the Cost Savings of Optimized Road Asset Management to Municipalities**”, at the Canadian Society for Civil Engineering (CSCE) AGM, Vancouver, BC;
- Presented, “**Substantial Road Capital Budget Savings**” at the Canadian Network of Asset Managers Annual Conference, Calgary, AB;
- Featured in Municipal World magazine (Jan. 2017) that published “**The Road Less Travelled**”, and headlined ISI’s work to build better capital planning tools for Canadian municipalities; As attached, [Appendix C](#)

2016

- Featured in ReNew Canada magazine (Nov. 2016), that published “**Saving Public Roads**”, which described the work done by ISI, supported by Dr Maher at Golder Associates. As attached, [Appendix A](#)
- Presented, “**Optimized Pavement Capital Planning**”, Municipal Engineer Association of Ontario (MEA) Annual Fall Workshop, St. Catharines, ON;
- Presented, “**Optimized Pavement Capital Planning**”, Transportation Association of Canada (TAC) Conference, Toronto, ON;

- Conducted the most comprehensive survey of road maintenance practices ever undertaken in Canada;
- Forged a strategic alliance with Golder Associate Ltd. to refine and rigorously verify and validate our software models through detailed engineering analysis;

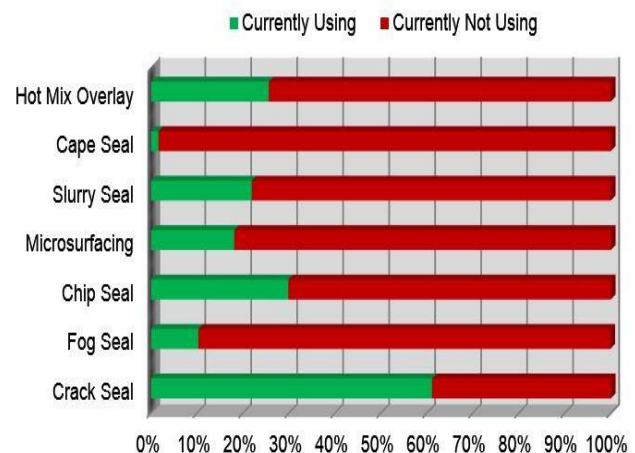
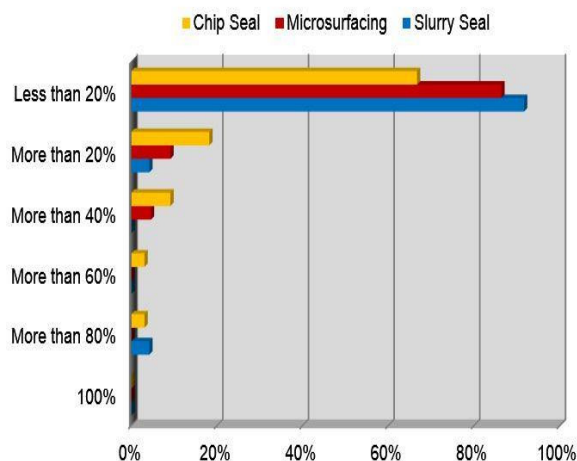
1.3 We Understand Municipalities

Working with municipalities is our only business. We understand that every City is unique with its objectives and priorities. The DOT Roads software gives you a capital plan that is implementable, something that your Public Works and Treasury will concur with, your Council can embrace, and your community will support. The software recommendations are reasonable and attainable because they take into consideration what is achievable, what your engineers require, what are best practices and how to attain the highest return on investment from **both** a financial and community benefit perspective.

In 2015, we completed a comprehensive survey to determine which non-financial factors influenced road network capital planning. In 2016, we completed the most comprehensive survey of paved road maintenance practices ever undertaken in Canada, with 171 municipalities participating representing 15% of Canada's population. Municipalities report that only 20% or less of their road network is currently maintained based on what respondents perceive to be best practices for preventive maintenance.



This contradiction between the clearly appreciated benefits of preventive maintenance and the inadequate application of preventive treatments in practice has deep roots. Municipalities may be overly reactive to community requests. Councils surely follow the advice of Roads Condition Assessments, where engineering companies recommend repairing worst roads first for safety and other reasons, assuming an unlimited municipal budget. Deteriorated water or wastewater lines might necessitate road reconstruction for line replacement and take precedence over maintenance. Municipalities often use Excel or simplistic pavement management programs which typically recommend projects based on a simple ranking process. More comprehensive solutions used dated information when it comes to degradation curves and lifecycle gains or provide an “optimized” solution based on dated optimization strategies. Whatever the circumstance, tax dollars are being poured into pot holes unnecessarily.





In 2017, we completed an extensive survey of Gravel Road Management and Best Practices to build an extension to the DOT (Decision Optimization Technology) Roads program with the objective of improving gravel road management. Municipalities spend millions of dollars every year on various gravel road maintenance and rehabilitation activities. In some more remote communities, a comprehensive gravel road management system can have a significant positive impact on an operating and capital budget.

Based on the survey results, any gravel management system requires simplicity in updating historical information and can provide value and cost savings without a current pavement condition. The ability to determine a City's strategy is built by utilizing the local knowledge of road managers and maintenance operators in combination with supplementary gravel deterioration models within a road management system. Such an approach helps road managers to manage inventory data of their road network, visualize and determine the overall performance of the network and individual road sections, determine short-term and long-term needs, establish network priorities, and evaluate the impact of different managerial decisions to find the best possible course of action. The DOT Roads Gravel Module gives you that.

1.4 ISI History

In 2013/2014, ISI completed 60 Asset Management Plans for municipal governments. In presenting our AMP work, we got frustrated telling Councils that they had big deficits, an over-taxed population, and no hope of getting their infrastructure deficits under control without tapping into grant programs. To promote municipal self-sufficiency, we decided that better capital planning tools were needed to help municipalities spend money more wisely.

In 2014, we conducted over 40 webinar interviews with companies from across the world who claimed they could help municipalities do better capital planning... including those solutions offered to Canadian municipalities. I personally flew to Australia, England and into the US to meet with those companies who appeared to have a solution. We found software that was either very expensive, very complicated, too simplistic, not suitable for harsher climates, applied questionable engineering methodology and/or did not incorporate optimization for highest return on investment. No software system had incorporated community benefit into the analysis.

Early 2015, our extensive research led us to a white paper published by Dr. Roozbeh Rashedi at the University of Waterloo, defining 10 years of doctorate level research on optimization algorithms which could be used for building municipal capital plans. We immediately met with staff at the University to better understand their requirements for utilizing optimization on a City's largest single asset, its road network. Since then, we have worked creatively and effectively to build the most advanced road capital planning prioritization and optimization software in the marketplace.

The lack of quality capital planning is a world-wide problem, for all sizes of municipalities. Today, over 50 municipalities have stepped forward as beta clients to help building capital planning software fit for our climate, using best maintenance, rehabilitation and reconstruction practices. Our objective, now successfully reached, has been to build an affordable, easy to use, yet rich and comprehensive analytical tool.



To design and program a comprehensive tool, our surveys and research provided critical information. We identified the lack of and need for preventive maintenance, the importance of being able to include community benefit in the capital planning process and set up a process of network prioritization driven by both macro and micro considerations prior to optimization. The response to our DOT (Decision Optimization Technology) Roads road capital planning initiative has been substantial, and we are getting significant support from our clients, and both federal and provincial grants to support continued development of the applications.

We are now partnered with Ryerson University's Institute for Infrastructure Innovation to build out DOT Water, Wastewater and Storm Water, and this development is well underway. Our beta clients will receive this software in 2018. We project that the DOT program will provide advanced analytical capability for all municipal asset types by Y/E 2019, with the ability to do cross-departmental optimization at that time.

2 ISI COMPANY BACKGROUND, EXPERIENCE AND QUALIFICATIONS

2.1 Mission Statement

Our mission at Infrastructure Solutions (Software) Inc. is to provide high quality engineering and consulting services focused on assisting municipal governments manage the lifecycle of their assets including the capture, maintenance, and analysis of data and decision support for effective and realistic asset management. We have built a substantial reputation for a high level of Client service and quality work. Additionally, we offer a wide range of software, reasonably priced IT, financial consulting services, and civil engineering specifically tailored to municipal government needs. Our objective is to provide municipalities with a range of solutions to improve accuracy, efficiency and integration.

2.2 Corporate Values

As a company, and as individuals, we value integrity, honesty, openness, personal excellence, constructive self-criticism, continual self-improvement and mutual respect. We are committed to our Clients and have a passion for technology. We take on big challenges and pride ourselves on seeing them through. We hold ourselves accountable to our Clients and fellow employees by honouring our commitments, providing results, and striving for the highest quality.

2.3 The ISI Organization

Infrastructure Solutions Inc. has been operating as an incorporated company in the Province of Ontario for 10 years. Its key employees include team members who are responsible for client support delivery to the City. Further expertise can be drawn from other departments.

Dr. Roozbeh Rashedi, Vice-President of Technology and Software Development

Roozbeh has received his Ph.D. and Master's degree in civil engineering from the University of Waterloo with a focus on developing municipal decision support tools using computational intelligence and advanced mathematical programming. He is the author of numerous technical articles on decision support tools using computational intelligence and advanced mathematical programming. He has been directly involved in the development of University of Waterloo's optimization technology over the past 7 years.

Hans-Juergen Hens, Director of Project and Program Management

Hans holds an MBA from Richard Ivey School of Business, a Master's degree in civil engineering from M.I.T., and a Bachelor's degree in civil engineering from University of Waterloo. He brings more than two decades of general management experience and has a reputation for effective organizational management, integrity in business, and meeting/exceeding Client expectations.

Hemendra Sharma, Financial Analyst

Hemendra holds an MBA (Finance), and Advanced Management Program (Finance & Strategy and Business Management) from Ohio State's Fisher College of Business. He has experience in corporate strategy and planning, efficiency models, advanced corporate finance, financial modeling, annual planning and budgeting review and forecasting. His focus is on data intelligence and financial analysis.

3 DOT (Decision Optimization Technology) ROADS SOFTWARE

A capital planning tool with optimization capability can maximize the overall performance of a network in terms of physical condition (or any other criteria) over a multi-year analysis horizon. It will provide a City with the best possible course of action in terms of timing and selection of different maintenance, rehabilitation, or reconstruction treatments considering all municipal goals and constraints. The DOT Roads optimization technology provides you with:

- A technology to achieve the highest level of asset performance at minimum cost with the assurance that public funds are spent wisely and effectively;
- An optimizer engine utilizing next generation mathematical programming;
- An extremely powerful, robust, and fast data analysis as, substantially advance beyond excel-based models;
- An architecture to attain maximum speed while performing multiple optimizations for scenario comparison;
- Current upload through Excel or Shapefiles (automated GIS upload under development);
- Protected user identity and login process for different levels of authority;
- Continual data backup at Microsoft data center;
- Comprehensive road network treatments for maximum life cycle gain;
- Unique community benefit settings enabling you to include a wide variety of social, environmental, and economic policies in your decision-making process;
- Ability to control cross-departmental project alignment (e.g. water/wastewater);
- Ability to conduct multiple scenario setting and comparison online;
- Comprehensive target setting and budget recommendations
- Robust capital planning reports;
- Easy-to-manage asset repository to safely store, maintain, add, and analyze your data;
- Multi-year and multi-constraint analysis & handles "Big Data";
- Optimized capital plan reviewed and approved by Golder Associates (optional)

3.1 Software Architecture

We provide a SaaS service hosted at a data center with the most comprehensive list of security certifications of any cloud service provider, fully complying with Canadian Privacy Laws. The capital planning optimization software has been designed with the latest user experience and interface design technologies. It has a user-friendly design despite the very sophisticated and complex analytical back-end. The software is designed in such way to be able to serve less sophisticated users as well as large and complex municipalities). The software is designed to work from a minimum amount of data and inputs, all the way to utilizing extensive data and advanced settings for a more refined analysis, depending on the needs of the user.

3.2 Microsoft Partner

As a Microsoft partner, our software has been developed using the latest and most secure cloud-based technologies and platforms provided by Microsoft. Microsoft provides cloud services for a wide range of enterprise and government customers. Microsoft, with its unique experience and scale, delivers these services to many of the world's leading enterprises and government agencies. Today, the Microsoft cloud infrastructure supports over 1 billion customers across enterprise and consumer services in 140 countries. Drawing on this history and scale, Microsoft has implemented software development with enhanced security, operational management, and

threat mitigation practices, helping it to deliver services that achieve higher levels of security, privacy, and compliance than most customers could achieve on their own. Microsoft shares best practices with government and commercial organizations and engages in broad security efforts through the creation of centers of excellence, including the Microsoft Digital Crimes Unit, Microsoft Security Response Center, and Microsoft Malware Protection Center.

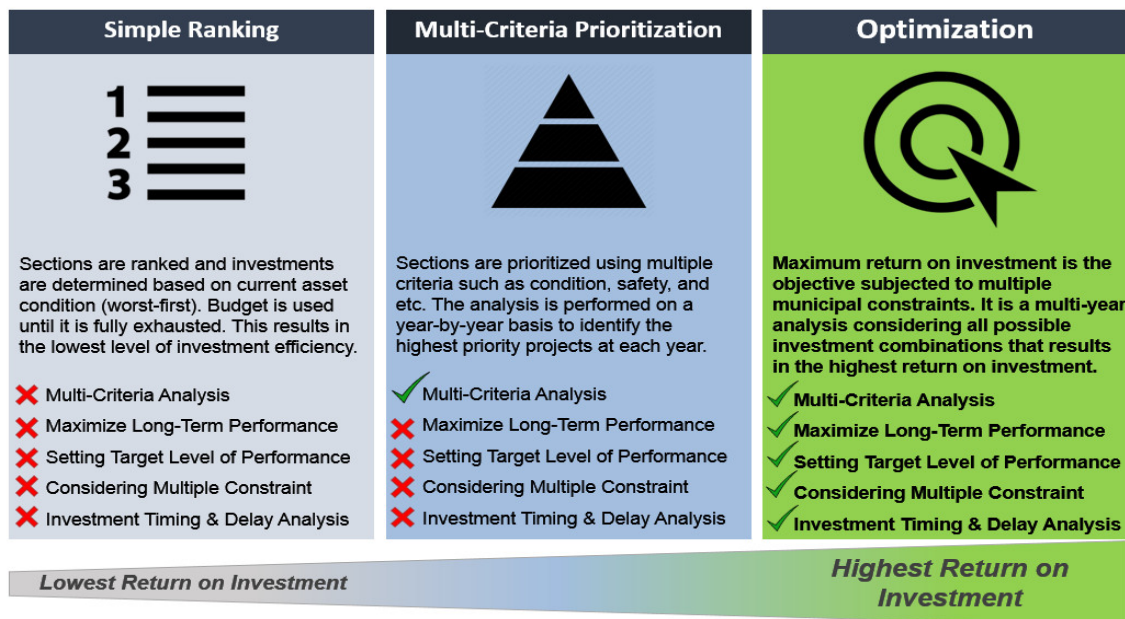
3.3 Underlying Engineering Models

Extensive decision trees, performance models, cost models, life cycle gain and condition improvement matrices have been developed covering a wide spectrum of road classifications based on traffic, surface type, subgrade, environment, and maintenance history. These models are developed by the Infrastructure Solution (Software) Inc. with the help of Golder Associates, Miller Paving, and other experts from municipalities and industry. The DOT Roads software currently uses over 30 different degradation curves and a complex matrix of lifecycle gains based on road treatment type and road condition and distresses at the time of treatment.

3.4 Prioritization vs. True Optimization

Many people do not appreciate the huge difference between prioritization and optimization. A priority listing is nothing more than a ranking. In pavements, it is often a “worst-first” list which starts out with the most distressed pavement and ranks them in terms of their distress level to the best pavement section. Some Pavement Management Systems (PMS) use this list to fund the first 10, 20, etc. items on the ranked list. Some software may combine two or three factors like roughness and distress and then loosely call their priority ranking “optimization.” There are also PMS systems that provide what is called an incremental benefit analysis, which is one step better than prioritization methods. In it each pavement section is examined and tested for the incremental benefit that will be added to your network for the same cost. The section that provides the biggest incremental benefit is then selected for work to be done.

Neither prioritization and incremental benefit analysis will give the City of Bloomington the best possible capital plan. For the City's road network, the DOT optimizer starts with a network-wide prioritization process. A unique community benefit capability ensures that roads of higher service to the community receive greater attention by way of an incremental benefits analysis. Finally, the DOT Roads application conducts a true multi-constraint, multi-year (10 years) optimization. The advantages are demonstrated below.



4 USER FRIENDLY SOFTWARE WITH POWERFUL ANALYTICS

The DOT (Decision Optimization Technology) Roads software first provides you with a network overview, a detailed and editable list of assets, and a data verification process. When you are satisfied that you have all of your assets accurately portrayed, the system walks you through a macro-prioritization process, where you establish the respective importance of higher volume traffic, commercial/industrial over residential, urban over rural, paved over surface treated roads, etc. Next, you are led through a micro-prioritization, where you can increase or decrease the priority of individual roads based on their community benefit, safety, alignment with water/waste water projects, wishes of Council, access to services or facilities, etc. Prior to running your optimization, you will need to confirm available treatments and costs in your geographic area.

Finally, when you have set up a base "scenario", you can run your optimization with the objective of determining your best possible spend, the cost of attaining a level of service for each road classification, determining the overall network condition over time, and a range of other statistical information. The optimization software gives a user the capability to run multiple scenarios with different policy and budget strategy setting to analyze both the short-term and long-term impact of various strategies. The optimization software has other advanced features that let a City to minimize its life cycle cost and recommends budget strategies to achieve a target level of performance or to eliminate infrastructure backlog. Please refer to the following graphics:

4.1 DOT Software Screen Shots



Figure 1: NETWORK OVERVIEW DASHBOARD

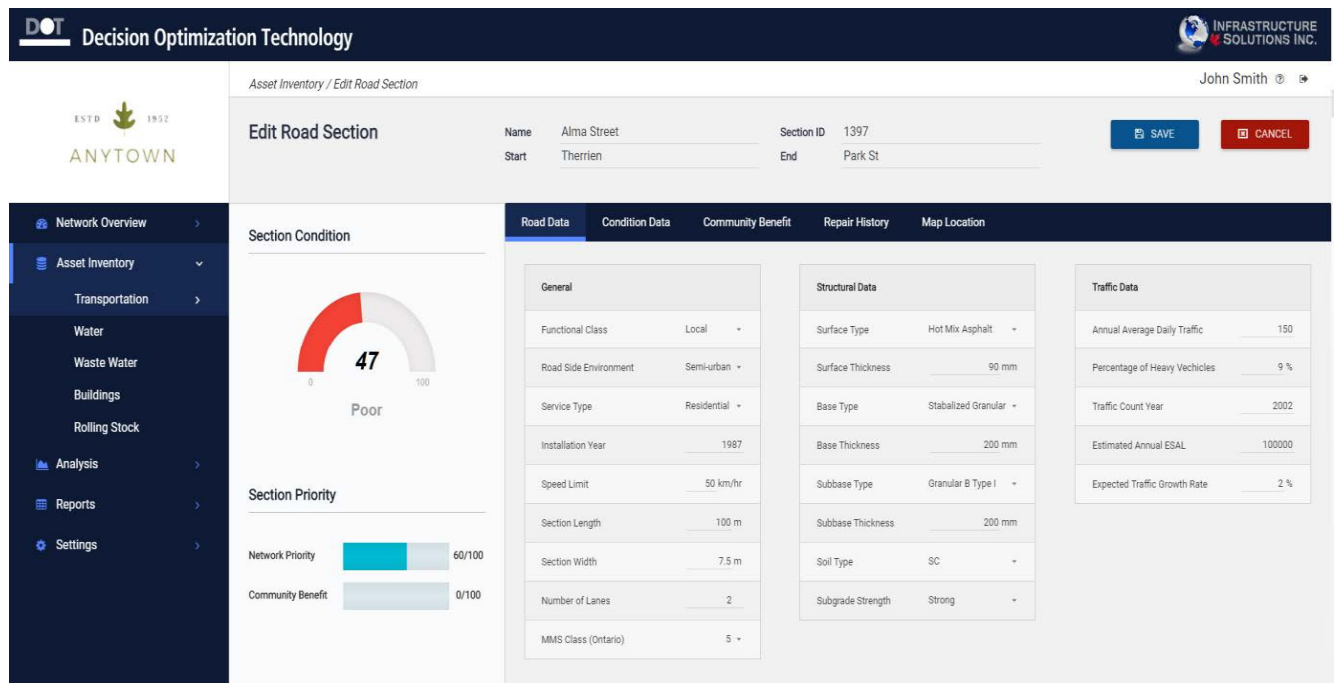


Figure 2: INDIVIDUAL ROAD MANAGEMENT

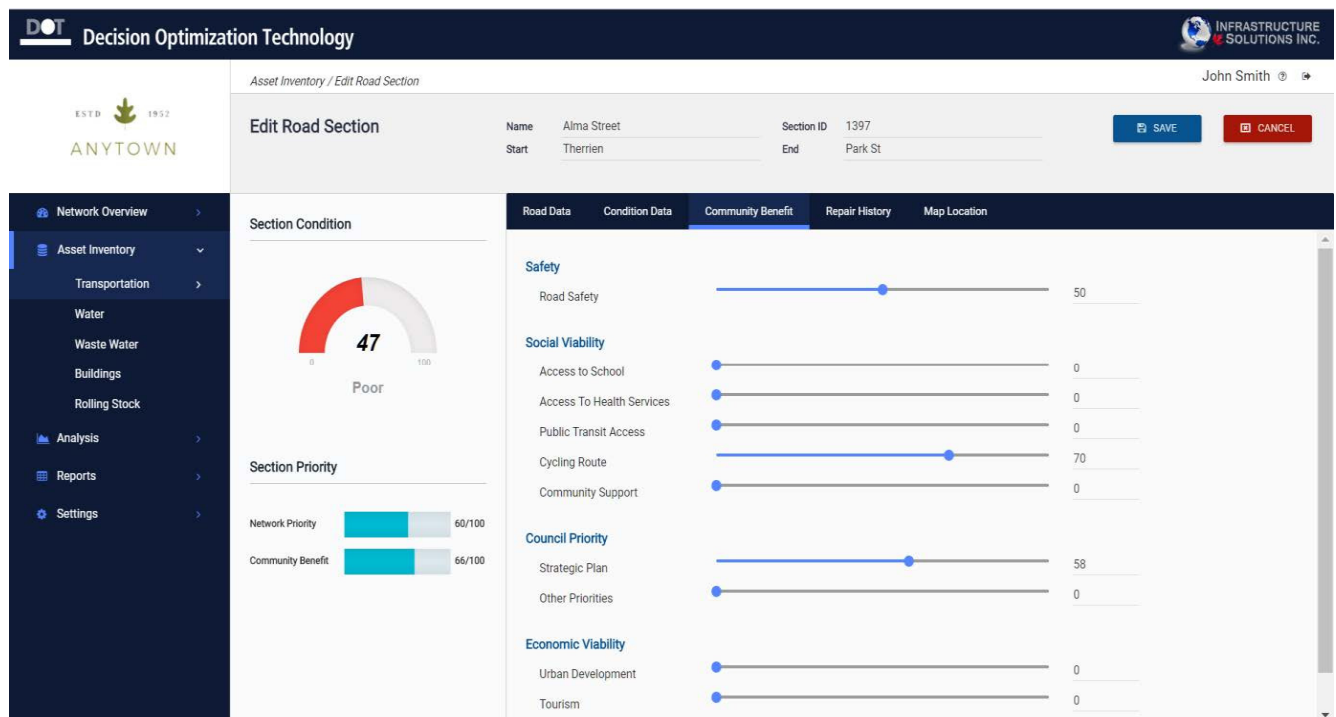


Figure 3: COMMUNITY BENEFITS ASSIGNMENT

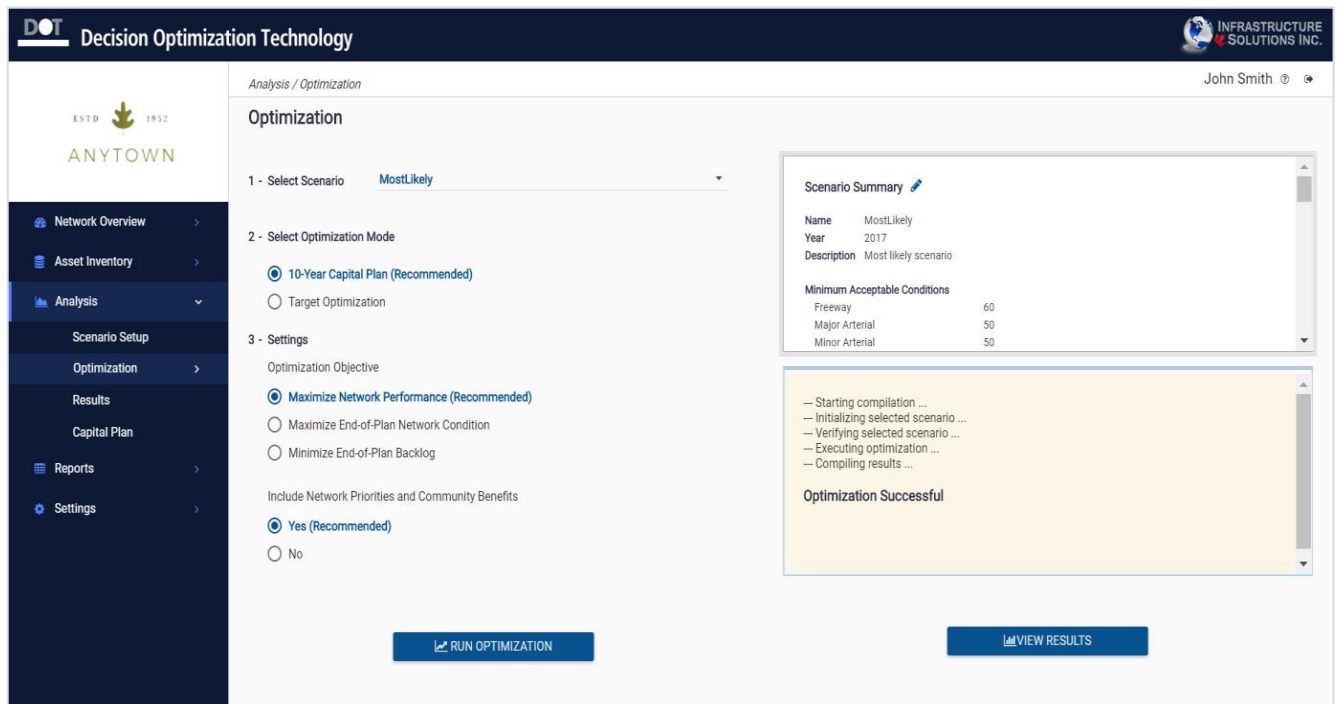


Figure 4: OPTIMIZATION ENGINE

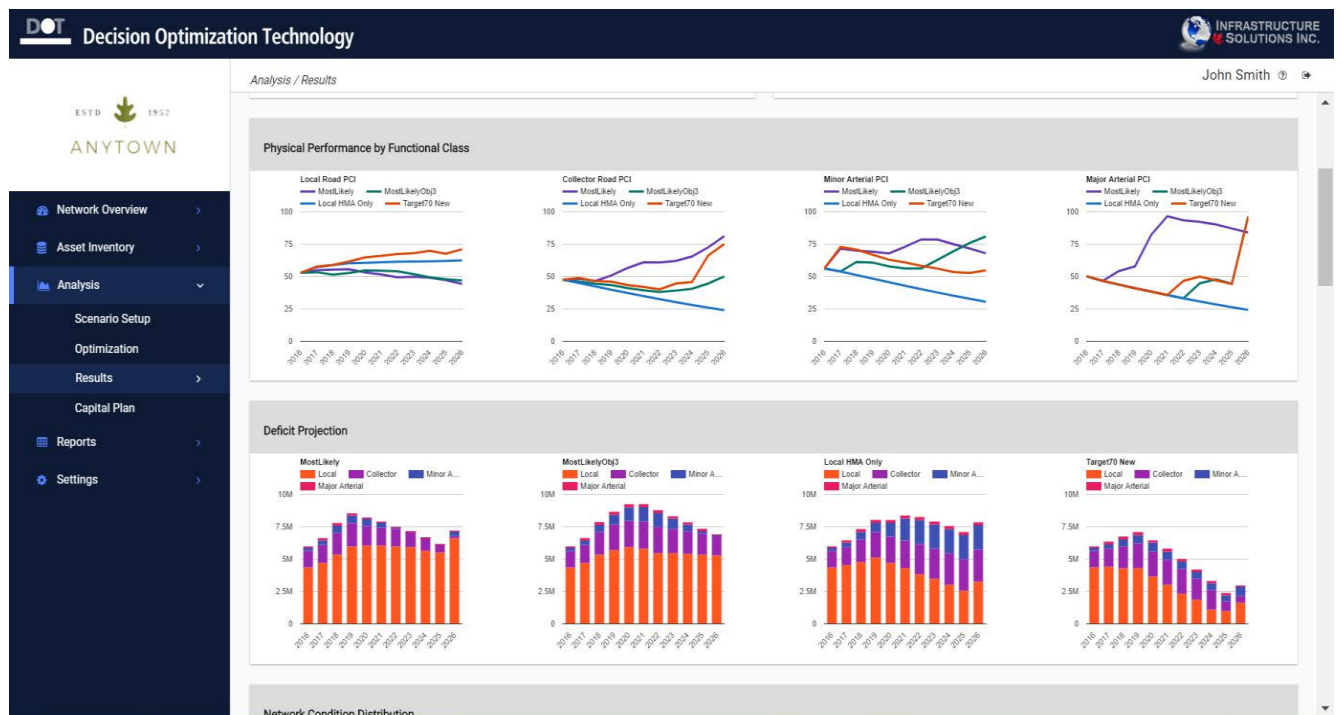


Figure 5: SCENARIO COMPARISON, GRAPHS, CHARTS AND REPORTS



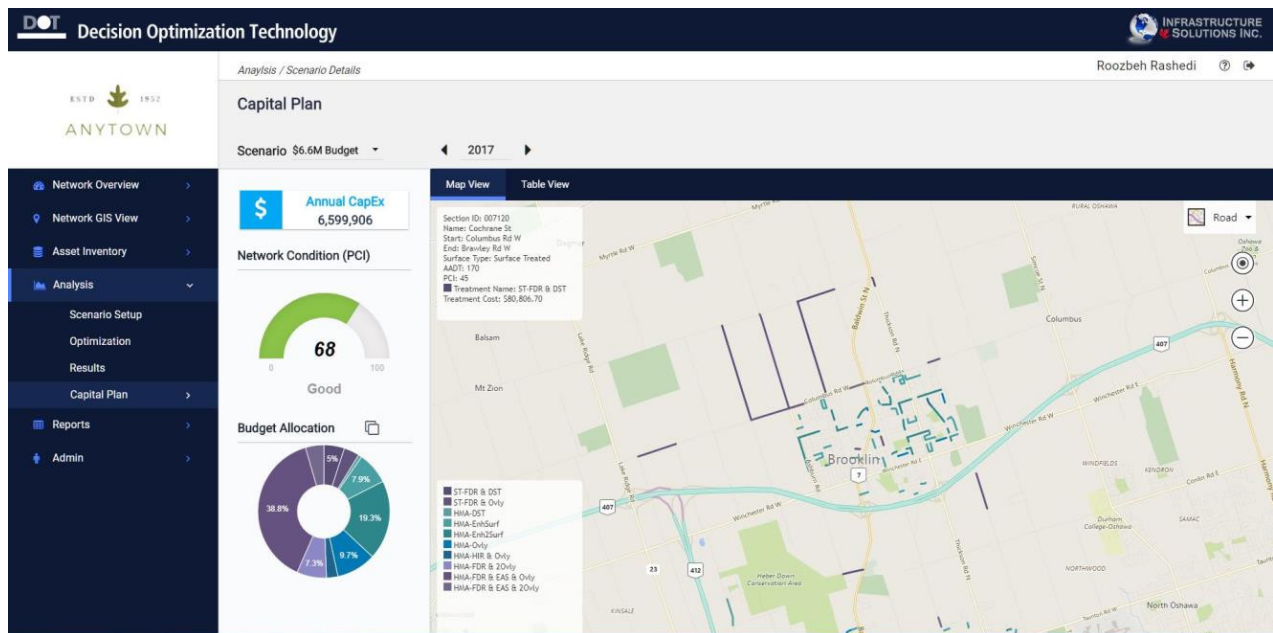


Figure 8: DOT ROADS GIS ROAD NETWORK TREATMENT RECOMMENDATION

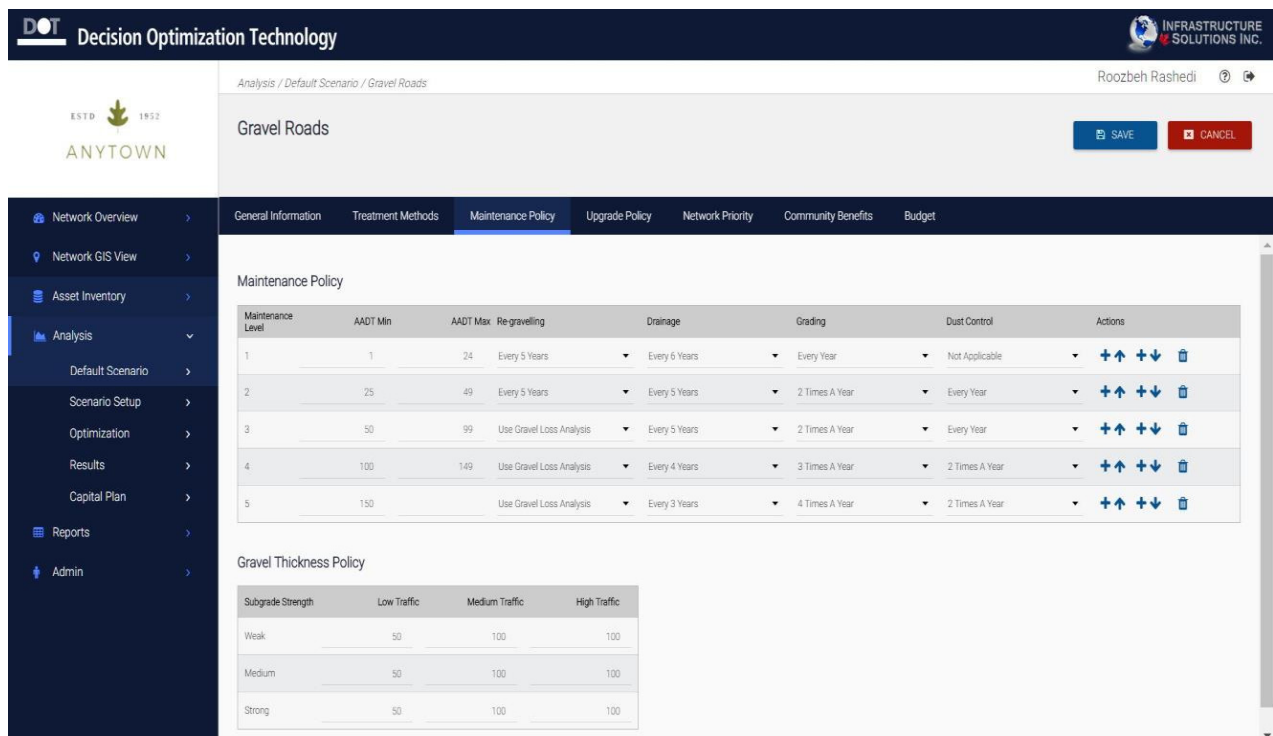


Figure 9: DOT ROADS GRAVEL MANAGEMENT MODULE - MAINTENANCE POLICY

5 SERVICES

ISI shall provide the following application to the City of Bloomington:

- ☒ **DOT (Decision Optimization Technology) Roads software:** A robust software application delivered over the internet, which will provide a City with a capital plan for its road network to attain its highest community benefit and return on investment over a 10-year period.
- ☒ **Gravel Network Management Optimizer**
- ☒ **Extensive GIS Mapping capability**

6 SERVICES DESCRIPTION

ISI shall provide, and commit to, services in accordance with the following specifications:

1. Designated account management and technical support resources;
2. All online client training requirements as agreed to between the Client and ISI;
3. All updates and enhancements to the Road Network Optimizer, as they become available;
4. Proactive support assistance with prescriptive advice and guidance on IT issues;
5. Online information services for your IT staff to remain up to date on latest enhancements;
6. Problem resolution support designed to provide rapid response and solutions for operational problems anytime they arise by telephone and e-mail during business hours of 8:00 AM to 5:00 PM, Monday through Friday (not including statutory holidays), Eastern Standard Time. Pager support is provided outside regular business hours.

7 FEES

We have run numerous road network scenarios internally at ISI for many existing clients. We are consistently proving 7-17% capital cost savings as compared to prioritization or incremental benefits analysis.

	Fee Schedule
Commercial Road Network Optimization Software License	\$19,000
Database Review, Organization and Upload	\$3,000
Initial Client Training	\$2,500
GIS Mapping	\$4,200
Analysis Modeling and Default Scenario Setup	\$5,000
Total Fees	\$33,700

Notes

1. **Annual Maintenance License** in the amount of **\$12,500, paid annually in advance**, includes ongoing customer support, post-setup training, hosting, data storage, data backup, client service, upgrades, and all technology enhancements for DOT (Decision Optimization Technology) Roads including a separate module for gravel road management
2. Annual Maintenance fees allow for unlimited user licenses.
3. Initial training and all subsequent training covered by the Annual License will be provided to the client by webinar and is free. Onsite training is available on request but is billed at an hourly rate of \$100/hr. plus travel and expenses.
4. All funds are in US dollars, and there are no hidden fees

8 SPECIAL CONSIDERATIONS FOR THE CITY OF BLOOMINGTON

1. ISI acknowledges that the City of Bloomington stores its GIS data in polygon format and will demonstrate that the DOT Roads application can upload and fully utilize this polygon format in its application.
2. ISI acknowledges that the City of Bloomington utilizes a PASER system in determining road condition. ISI primarily utilizes Pavement Condition Index (PCI) in its analytical process, as well as a wide range of other indices. ISI will demonstrate to the City of Bloomington how the PASER data can be fully utilized through the optimization process.

9 CONFIDENTIALITY

ISI acknowledges their position of trust and confidence regarding the Customer's data. ISI acknowledges and agrees that:

- (a) All Confidential Information which is provided to ISI by or with the concurrence of Customer will be kept by ISI in the strictest confidence.
- (b) ISI shall only disclose the Confidential Information to those of its employees and its professional advisors who will be involved in the optimization process, or assisting those who will be involved in the optimization process, and all such persons shall be instructed to maintain the Confidential Information in the strictest of confidence;
- (c) Upon Customer's request, ISI shall immediately return all Confidential Information furnished to it by Customer or its agents, without retaining any copies (all such copies having to be destroyed), and shall destroy such of the Confidential Information as may be contained in a computer memory or data storage device maintained by or on behalf of ISI;
- (d) ISI specifically agrees and understands that the Confidential Information is and shall remain the exclusive property of Customer.

10 CONCLUSION

The vast majority of municipal governments are facing significant infrastructure deficits and need to build a strategy for self-sufficiency. By working together, administrators, politicians and members of the community can collectively endorse practical and implementable asset management plans, stem their infrastructure deficit, maintain a quality of life and plot a course for the future with confidence.

Today, many municipalities undertake capital planning utilizing Excel spreadsheets, or have acquired asset management software with limited analytical capability. We respect these systems and the service they continue to provide to municipalities as asset repositories, integrators between various programs like accounting and GIS. We also recognize their limitations. It is impossible to build an asset management plan without a depth of engineering and serious consideration to preventive maintenance. Because every tax dollar needs to be allocated as efficiently as possible, optimization algorithms are needed to provide you with your highest return on investment. A capital plan which includes community benefit in the analytical process properly represents how a municipality makes its decisions and stays true to your primary objective, that of maintaining or improving the level of service you deliver to your community.

ISI's DOT (Decision Optimization Technology) Roads capital planning software represents the next generation in capital planning capability. We are the "icing on the cake" to any asset repository currently in use. Our applications incorporate current engineering research and analytical depth, 10 years of doctorate level research in the development of true multi-constraint, multi-year optimization, and socio-economic considerations in one sophisticated, yet easy-to-use software.

**SOCIAL
ENTREPRENEURSHIP**

**An organization led
by people who create
innovative ways to
address challenges in
today's society.**

As a company, we started out as consultants helping municipalities to build asset management plans. We became social entrepreneurs when we recognized how serious municipal infrastructure deficits were and decided to do something about it. Working collectively with a wide range of municipalities, we have now built faster, smarter, and friendlier software. A small investment for the DOT Roads software will provide you with a capital plan you can believe in, a comprehensive, implementable program, and a powerful tool for justifying your long-range transportation network management strategy.

With the trust and support of our many municipal beta clients, we are now building DOT Water, Wastewater and Storm Water capital planning software in partnership with Ryerson University's Institute for Infrastructure Innovation. We invite you to participate in our quest to build the highest quality of capital planning software. Like you, we want to protect our communities and way of life.

Appendix A

“Saving Public Roads I”

Dr. Michael Maher, Golder Associates

ReNew Canada Magazine (July 2018)



Credit: Actual Media

How technology can save tax dollars and improve the quality of our municipal roads. *Dr. Michael Maher*

Data from the Association of Municipalities of Ontario (AMO) indicates that 67 per cent of the roads in the province are under municipal jurisdiction, amounting to 140,000 km of public roads. It is estimated that the combined operating budget for these municipalities is in the range of \$40 billion per year. Transportation is the single largest item, accounting for approximately 23 per cent of the budget. If we conservatively assume that of this 23 per cent, 15 per cent is spent on road maintenance, then each one per cent in savings attained provides an extra \$60 million to be re-invested into our roads or other municipal assets. When determining the cleverest way to spend an annual road budget, consideration must be given to the full toolbox of road preservation and rehabilitation treatments, in conjunction with capital planning optimization strategies. Beyond financial savings, a good road capital plan can simultaneously deliver a higher level of service to the community and a safer road network.

The value of preventive maintenance for any expensive asset is well understood, and we would never dream of running our cars without periodic oil changes and other regular maintenance. In this context, it is disturbing to learn the results of a

recent Canada-wide survey of municipal road maintenance practices. The 171 municipalities that responded to the survey represented 45,000 km of paved road, 15 per cent of Canada's population, and a wide range of municipalities by region and population. The survey established that while 98 per cent of respondents perceive preventive maintenance as an important and cost-effective approach to extend the service life of their pavements, a majority of the municipalities do not apply preventive maintenance treatments and have no clear understanding of when these treatments should be applied.

The policy of reconstructing "worst roads first" appears ingrained in our capital planning process, with serious cost consequence. Watching a municipality pour capital into its worst roads while allowing preventive maintenance to lapse is like watching a dog chase its tail. While the worst roads are being reconstructed at huge expense, the good roads are rapidly deteriorating due to lack of maintenance and will become the worst roads in a few years. It is clear that the vast majority of municipal councils have insufficient funds to do everything, but the overriding question is why they would give road reconstruction a priority over preventive maintenance.

In some cases, councils respond to public pressure for road reconstruction and to not have an effective communication strategy to defend why they would work on good roads while bad roads continue to deteriorate. Even within my own profession, engineers need to take some of the responsibility for the current situation. As engineers we like to design things, and most preservation treatments don't require any engineering design. It should also be noted that there is inertia within every industry and many practitioners have failed to keep up to date with the extent of new road preservation treatments that have been introduced within the last 10 to 15 years and their proven efficacy in extending pavement life.

We can illustrate the financial folly of the pervasive road management practices with a simplified example. If we assume that it costs about \$1 million to build one kilometer of road. Without any maintenance it will probably last about 20 years. At that stage it will need major rehabilitation, costing about \$500,000. Thus by year 20, the municipality has spent \$1.5 million in providing this one-kilometre of road. If we consider an alternative scenario where timely preservation treatments are applied, we again start with the same initial cost of \$1 million. Then in years five, 10, 15 and 20 we

apply out pavement preservation treatments comprising, for example, crack sealing and microsurfacing.

A municipal asset is not solely based on its intrinsic value, but also on its ability to deliver a cost effective service to the public. In Scenario 1 above, after about year 12, the road condition is in rapid decline with extensive cracking, rutting, and probably potholes. The more frequent renewal of a road surface, also improves safety and reduces accidents, especially in wet weather. Studies have also shown that vehicle operating costs increase significantly as road condition deteriorates. Preservation maintenance treatments can be applied very quickly and can even be done overnight without significant disruption to traffic flows whereas major rehabilitation requires lane closures and detours that are highly disruptive. From an environmental perspective, a study by the Ministry of Transportation Ontario (MTO) also demonstrated that thin preservation treatments, such as microsurfacing and seal coats, use only about 15 per cent of the energy and produce only 15 per cent of the carbon emissions of more expensive rehabilitation treatments involving

conventional hot mix asphalt.

For municipal governments to achieve the greatest possible financial and socio-economic benefit, a reorientation in favour of preventive maintenance is only part of the equation. Municipalities need better capital planning tools which recognize the vast array of preservation and rehabilitation treatments currently available, model the full complexity of any road network from the point of view of age and condition and realistically predict how each potential treatment will perform under those conditions. Exciting and groundbreaking research undertaken at the University of Waterloo's civil engineering department over the past 10 years, now provides linear and non-linear optimization and a patent-pending process for analyzing "big data." The process uses non-linear algorithms, powerful computing processes that can find optimized solutions for complex problems involving a large volume of data. Alan Turing of "The Imitation Game" fame, pioneered the concept in the 1950s and called it a "learning machine".

Recently, a strategic alliance has been forged between the University of Waterloo, Golder Associates Ltd., Miller Paving, and Infrastructure Solutions Inc. (ISI), to employ

this technology to advance development of a municipal road network capital planning tool. For such a tool to be widely adopted, it needs to incorporate advanced mathematics, and be based on sound engineering principles and real-world road construction expertise. ISI, having completed some 60 asset management plans for Ontario municipalities, is building the user-friendly interface for the University's optimizer and defining user requirements. Fifty Canadian municipalities have stepped forward as beta clients to assist in the evolution of this road network capital planning tool.

Golder Associates was drawn to this initiative by the prospect of helping to develop a revolutionary approach to road capital planning and ensuring that its planning incorporated robust models of how road preservation and rehabilitation treatments perform in practice, based on variable road condition, traffic mix and past performance history. Miller Paving, with 75 years of construction experience, is providing data on geographic price variations and preventive maintenance treatment availability as input to the optimizer's decision tree. From trial applications using real municipal data, the optimizer is proving able to

Road Asset Management. There is a better way.

Infrastructure Solutions Inc. and Golder Associates Ltd. have teamed up to help municipalities deliver better outcomes from their road investments. By combining advanced optimization capabilities into an industry-leading capital planning tool, we've created a next-generation solution that shows you how to fix the right road, with the right treatment, at the right time... and save money.

To learn more about our optimization solutions:
ISI
647 801-6401

Golder
289 200-1137

Asset
Management
Strategic Alliance



INFRASTRUCTURE
SOLUTIONS INC.



Golder
Associates

identify 7-17 per cent in capital savings when a municipality is already engaged in preventive maintenance strategies. If a municipality is still trapped in a “worst roads first” approach, the savings can be substantially higher.

The University of Waterloo’s optimization engine is now fully functional. The resulting capital planning tool provides a robust decision-making process, identifying the best possible course of action, and considering both the short-term needs and the long-term goals of a municipality. It includes an advanced decision-making process called optimization or prescriptive modelling, which is the most powerful and effective way of finding the best possible solution to a decision-making problem. A capital planning tool with optimization capability can maximize the overall performance of a network in terms of physical condition (or any other criteria) over a multi-year analysis horizon and provides municipalities with the best possible course of action in terms of timing and selection of different maintenance, rehabilitation, or reconstruction treatments considering all municipal

goals and constraints. The improvements achieved through an optimized solution, which highlights the critical importance of preventive maintenance, can be translated into substantial savings or increased socio-economic benefit or both.

Within the context of a comprehensive capital planning methodology, the results of periodic condition assessment and data collection will be used by engineers to develop adequate models of time-dependent pavement performance. These engineering models alongside long-range financial and socio-economic analyses are used to perform a multi-year and multi-constraint optimization that provides municipalities with the most cost-effective capital plan possible considering their budget limits and organizational policies. The optimized plan is then verified through rigorous engineering analysis to confirm practicality and adequacy of the selected treatments. The implementation of the optimized plan is also monitored to ensure municipalities achieve maximum benefits and to record data for model calibration in subsequent years.

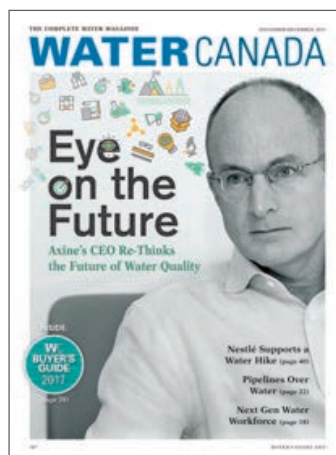
We believe that the worst-first approach to road capital planning has significantly magnified our Canadian road network

infrastructure deficit, and will continue to do so without corrective action. As Canadian municipalities build asset management plans which assist in attaining financial self-sufficiency, a focus on road preventive maintenance over reconstruction will provide significant savings. The University of Waterloo’s new and powerful analytical tools will also help cash-strapped municipalities to achieve practical, implementable and defensible road network capital plans based on the municipality’s budget, and service level objectives. The objective of our asset management strategic alliance is to help our communities gain control over their infrastructure deficit, improve prospects for municipal self-sufficiency by spending road maintenance dollars more wisely, and protect the safety and life quality of our citizens. ✱



Dr. Michael Maher is a principal and specialist pavement and materials engineer with **Golder Associates Ltd.**, based in their Greater **Toronto Area office in Whitby, Ont.**

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From the publisher of ReNew Canada and Water Canada magazines.

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Appendix B

“Saving Public Roads II”

Dr. Michael Maher, Golder Associates

ReNew Canada Magazine (July 2018)

ReNew

March / April 2018

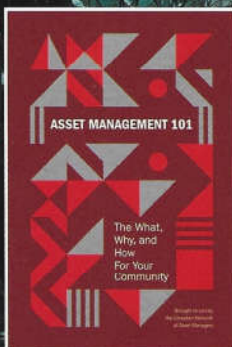
C A N A D A

The Infrastructure Magazine

- + Are All P3s Created Equal?
- + Valuing Natural Assets
- + Top 100 Projects Celebrating \$199 Billion

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The What,
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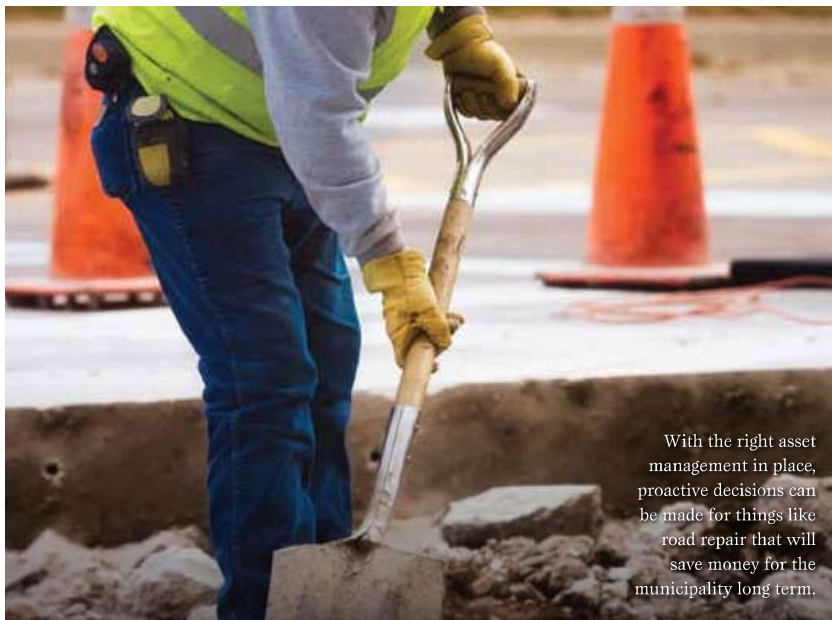
\$8⁰⁰

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SAVING PUBLIC ROADS II

Capital planning tool pays off for municipalities.

By Michael Maher



With the right asset management in place, proactive decisions can be made for things like road repair that will save money for the municipality long term.

A recent Canada-wide survey of municipal road maintenance practices found that while 98 per cent of respondents perceive preventive maintenance as an important and cost-effective approach to extend the service life of their pavements, a majority of the municipalities do not apply preventive maintenance treatments, and have no clear understanding of when these treatments should be applied.

Infrastructure Canada is providing grants through the Federation of Canadian Municipalities to assist Canadian municipalities in improving their asset management expertise and process. It is a much-needed program. Municipalities have limited sources of revenue to work with, and need to build strategies around attaining the highest return on investment. In the Nov./Dec. edition of ReNew Canada, I wrote an article on the long-term consequence of ignoring road network preventive maintenance, the pervasive practice of ‘worst first’ roadway rehabilitation, and the need for better capital planning tools based on sound engineering and the latest in decision optimization technology. Providing an implementable, defensible road network capital plan can stretch dollars, removes politics from the equation, and maximizes the level of service to the community.

As a social entrepreneurial project to help municipalities build road network capital plans, Golder Associates Ltd. and Infrastructure Solutions Inc. (ISI) formed a strategic partnership to develop a capital planning tool, built on a depth of engineering research and analysis. The resulting road deterioration models, life cycle gains and inventory of available road maintenance

treatments are weighted in favour of preventive maintenance. A major component of the challenge of building a better road capital planning tool was to incorporate the latest research in optimization algorithms that could quickly determine the best spend from a financial and community benefit perspective. The result is the creation of DOT (Decision Optimization Technology) Roads. DOT Roads was built with the support of 50 Canadian municipal beta clients, Natural Sciences and Engineering Research Council of Canada (NSERC), and Ontario Centres of Excellence grants.

The DOT Roads software can maximize the overall performance of a road network in terms of physical condition (or any other criteria) over a multi-year analysis horizon, and provides municipalities with the best possible course of action in terms of timing and selection of different maintenance, rehabilitation, or reconstruction treatments considering all municipal goals and constraints. The improvements achieved can be translated into substantial savings or increased socio-economic benefit or both.

Tillsonburg

“The town was looking for a technology solution that would aid in the selection of asset management best practices for road renewal,” explains Anthony Tomlin, asset management technologist for the Town of Tillsonburg, a two-hour drive southwest of Toronto. “In the past, road segments were selected by the municipalities’ institutional knowledge or fueled by concerns from the public. This method resulted in some segments being selected for maintenance that did not fully maximize a cost-benefit ratio. As a municipality that adheres to

asset management best practices, we were intrigued by the idea of a software program that removed a large portion of the subjective nature of selecting the right treatment method for the right road segment at the right time in its lifecycle.

It is known that during the lifecycle of a roadway, there are certain trigger points that call for preventative and/or routine maintenance to help extend and fully maximize the lifecycle of the road. This is what asset management is all about: managing your municipality’s assets in the most cost-effective way, to fully maximize their lifecycles and maintain a level of service designated by the municipality. Using the DOT software, municipalities can run multiple optimization cases with different objectives and policy settings to perform a detailed ‘what-if’ scenario analysis. For example, a municipality can use the software to determine the minimum cost required to maintain the current level of service or to achieve a certain performance level based on long-term community objectives. At the same time, a user can define multiple constraints, such as minimum serviceability criteria or annual budget limits to run an optimization analysis with the objective of maximizing network overall performance. This enables municipalities to run multiple scenarios and perform a detailed comparison using various visual outputs to arrive at the best possible solution that satisfies their objectives and policy considerations.

Utilizing this software has helped the town achieve its road asset management goals. Decisions made are now optimized and we are confident that the road segments selected and the applied treatment methods have the greatest cost-benefit to the town and its residents.

“We still look at our own data spreadsheets regarding the condition of our roadways and cross-reference our data with the software. More often than not, many of the roads we’ve selected for maintenance are also selected by the software. This is valuable evidence that the software is working by looking at the same factors that we, and most municipalities look for when determining which roads should be prioritized for maintenance. Having software to determine which preventive maintenance method to use on which roadway really maximizes the cost-benefit of allocating funds to these segments.”

Tillsonburg has been using the software for about two years, during which they have witnessed its evolution, including the addition of the GIS road segment visualization capability. “We have experienced the strength and versatility of this tool,” said Tomlin. “The software really helps stretch the dollar to keep a good level of service or Pavement Condition Index (PCI) which is used to rate the condition of a paved road surface. Tillsonburg likes to maintain a PCI of 75 or above. We can give the software parameters, such as how much money we have to spend this year, and run the scenario. The software identifies the best places to

allocate these funds to maximize the road lifecycle and the value. The software really helps us make sound decisions.”

Sarnia's solution

“The challenge has always been to determine what rehabilitation strategy do we need to apply to fix the road,” explains Lydia Fisher, municipal engineering specialist for the City of Sarnia.

“One person can look at a road and might think we can patch it, others say it’s best to crack seal it, another point of view says completely replace it. However, when it comes to important infrastructure decisions, only science can truly tell us the best approach for the safety and cost-benefit.”

The software provides something that has never been available before: a system that considers all of the factors a municipality has to work with, plus the road asset management science. Based on user input, the software models a scenario for each point in a road’s life and tells what needs to be done in five years, 10 years, and so on. It can take into consideration factors including soil conditions, road conditions, traffic, etc., and generate a highly specific action plan based on science plus a municipality’s unique needs and budget.

“I really appreciate that it provides an accurate cost-per-meter for the suggested maintenance activities,” said Fisher. “It’s [...] saving Sarnia time and money, while pointing us in the right direction for road asset management. Being able to identify different kinds of technology solution that we can apply to our roads that are cheaper or last longer, is extremely beneficial.”

“All municipalities want to know how much money is needed to keep roads at a certain quality level. We can run those scenarios through the software and quickly get the answers we’re looking for.”

Thanks to technological developments such as the solution we have helped to create, municipalities across Canada are afforded better opportunities to spend their limited resources on the right maintenance for the right projects at the right time. ♣



Dr. Michael Maher is a principal and specialist pavement and materials engineer with **Golder Associates Ltd.**, based in their Greater Toronto Area office in Whitby, Ont.

Road Asset Management. There is a better way.

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To learn more about our optimization solutions:
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Appendix C

“The Road Less Travelled”

Dr. Roozbeh Rashedi

Municipal World Magazine

January 2016

Municipal World

CANADA'S MUNICIPAL MAGAZINE SINCE 1891

DECEMBER 2016



Celebrating Community Success

*Plus: Preventive maintenance and
optimized capital planning for roads*

The Road Less Travelled

Road Network Preventive Maintenance and Optimized Capital Planning

This year saw the completion of the most comprehensive Canadian survey of municipal road maintenance practices ever undertaken. The 171 survey participants represented 45,000 kilometres of paved road, 15 percent of Canada's population, and a wide range of municipalities by region and population. The survey was designed to identify the extent to which municipalities apply preventive maintenance treatments, to attain practical observations about treatment options and lifecycle gains, and clarify user perceptions about what constitutes best road maintenance practices. The results are truly disturbing.

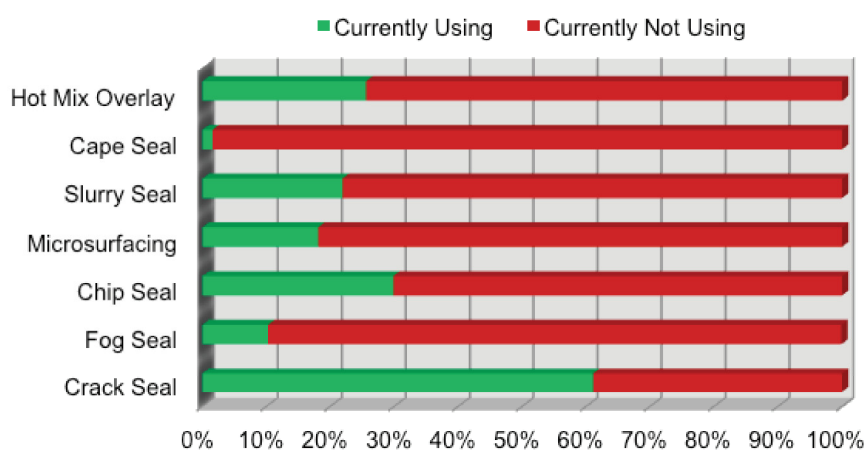
Preventive Maintenance State of Practice in Canada

The survey established that 98 percent of respondents perceive preventive maintenance as an important and cost-effective approach to extend the service life of their pavements and to save the municipality significant capital investment in the long term. The survey further established that a majority of the municipalities do not apply preventive maintenance treatments (as shown in Figure 1) and have a widely varied understanding of when these treatments should be applied.

Respondents were asked what percentage of their municipality they believe is currently being maintained according to best practices. Figure 2 shows the survey's cumulative

Figure 1

Current application of preventive maintenance across Canadian municipalities



response on the application of chip seal, microsurfacing, and slurry seal to paved roads. For every major surface treatment type, less than 20 percent of municipal road networks are maintained in accordance with what respondents believe to be best practices.

This contradiction between the clearly appreciated benefits of preventive maintenance and the inadequate application of preventive treatments in practice has deep roots. Municipalities may be overly reactive to community requests. Councils surely follow the advice of roads needs studies, where engineering companies recommend repairing worst roads first for safety and other reasons, assuming an unlimited mu-

municipal budget. Deteriorated water or wastewater lines might necessitate road reconstruction for line replacement and take precedence over maintenance. Smaller municipalities often use spreadsheets or simplistic pavement management programs that typically recommend projects based on a simple ranking process. Finally,



DR. ROOZBEH RASHEDI is the Vice-President of Technology and Software Development at Infrastructure Solutions Inc. (ISI). He received his Ph.D. and Master's degree in civil engineering from the University of Waterloo, with a focus on artificial intelligence and advanced decision support tools for structural engineering and programming. He can be reached at lr.ca.

The analytical models used in the system are flexible, able to adjust to regional variances, and reflect the behaviour of assets verified through a rigorous engineering analysis.

many municipalities still operate on an “ad hoc” basis, arbitrarily selecting roads that need rehabilitation or reconstruction work without undertaking any analytical process whatsoever. Whatever the circumstance, tax dollars are being poured into pot holes unnecessarily.

Without a capital planning tool to determine optimum allocation of capital, some municipalities will continue to use a “worst roads first” approach, or struggle with an ineffective ranking process. Ranking or prioritization analyses are typically done on a yearly basis, dismiss the time dimension of the analysis, and do not have the capability to analyze the impact of time delays on the overall allocation of budget and network performance. Another key limitation of ranking (or cost-benefit analysis) is its inability to incorporate multiple constraints into the analysis. In reality, municipalities deal with fluctuating annual budgets, shifting strategic objectives, minimum levels of service objectives, safety considerations, services access, a requirement for alignment with water/wastewater projects, and many other factors. Financial return on investment is only one component of an analytical process that needs to take into consideration a wide range of socio-economic factors.

Working with the University of Waterloo, Infrastructure Solutions Inc. has forged a strategic alliance with Golder Associates Ltd. as a social entrepreneurial undertaking to create greater awareness around the advantages of preventive maintenance and to advance development of a municipal road network capital planning tool. Miller Paving is also providing input into this initiative.

Packaging an effective capital planning tool requires advanced mathematics, in-depth civil engineering knowledge, road construction expertise, the flexibility to handle regional variances, and strategic capital planning expertise. The University of Waterloo’s civil engineering department brings 10 years of research into linear and non-linear optimization and a patent-pending process for analyzing “big data”; Golder Associates, one of Canada’s best known consulting engineering companies, brings a depth of knowledge around degradation curves and road lifecycles by axle weight, traffic volume, and construction process. Miller Paving, with 75 years of construction experience, is providing geographic price variations and preventive maintenance treatment availability into the optimizer’s decision tree. ISI, having completed 60 asset management plans for Ontario municipalities, is defining user requirements and building the user-

friendly interface for the university’s optimizer.

Road Network Optimized Capital Planning

The resulting capital planning tool provides a robust decision-making process, identifies the best possible course of action, and considers both the short-term needs and the long-term goals of a municipality. It includes an advanced decision-making process called optimization or prescriptive modelling, which is the most powerful and effective way of finding the best possible solution to a decision-making problem. A capital planning tool with optimization capability can maximize the overall performance of a network in terms of physical condition (or any other criteria) over a multi-year analysis horizon and provides municipalities with the best possible course of action in terms of timing and selection of different maintenance, rehabilitation, or

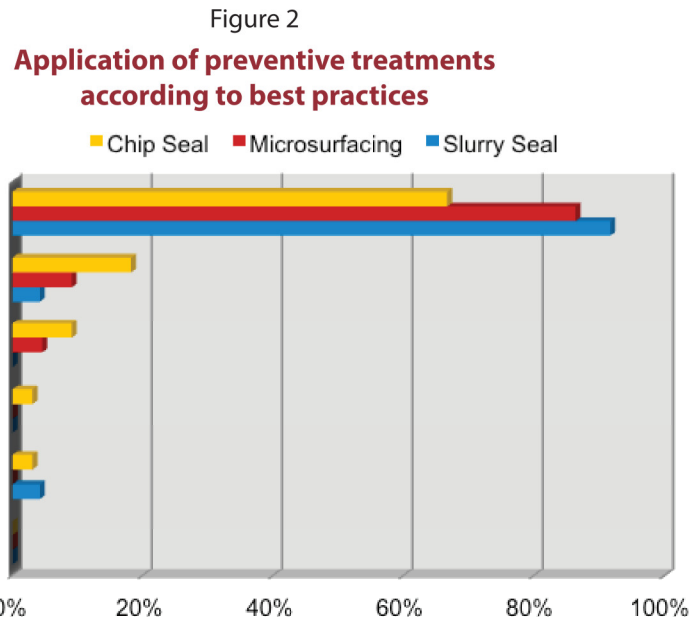
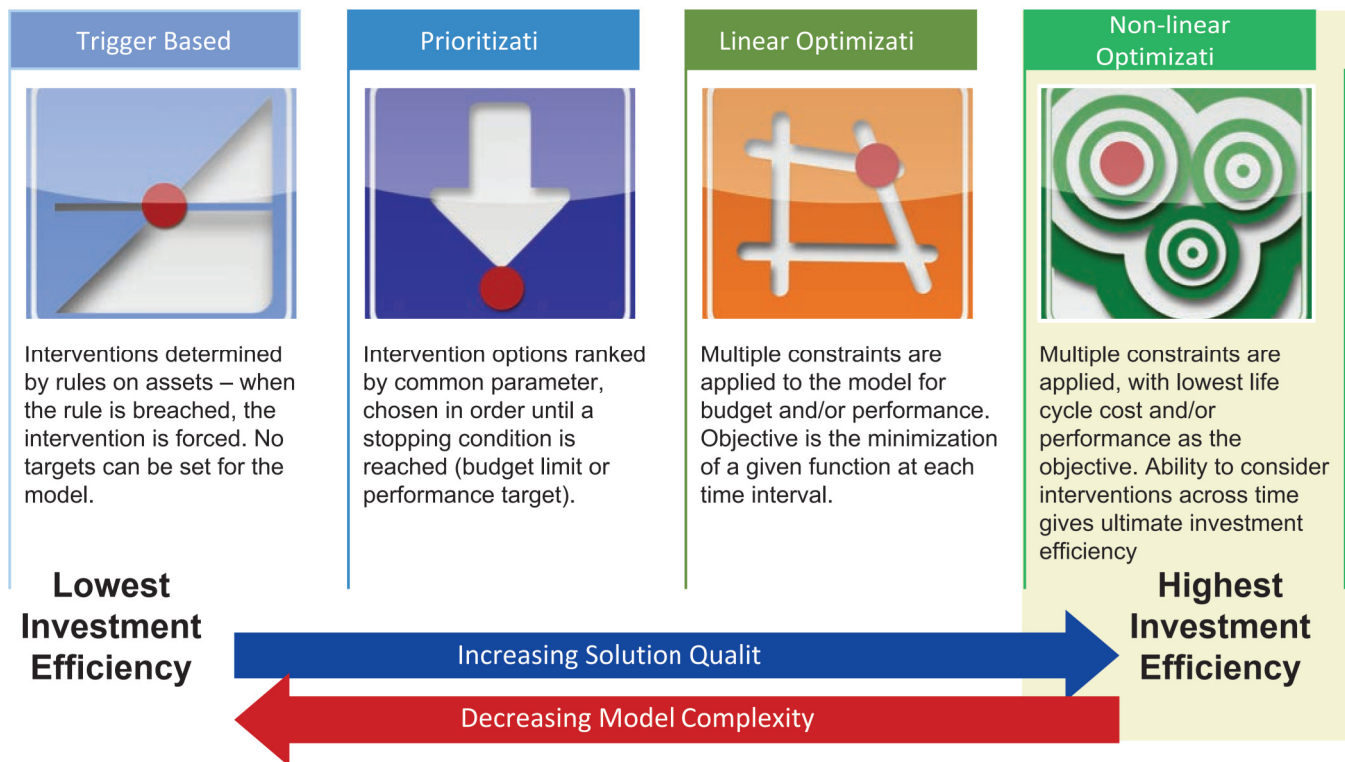


Figure 3

Capital planning methodology and solution quality



reconstruction treatments considering all municipal goals and constraints (see Figure 3 for a visualization). The improvements achieved through an optimized solution, which inevitably highlights the critical importance of preventive maintenance, can be translated into substantial savings or increased socio-economic benefit – or both.

Combining advanced optimization capabilities with robust engineering models and socio-economic considerations provides municipalities with a fully implementable and defensible road network capital plan. The analytical models used in the system are flexible, able to adjust to regional variances, and reflect the behaviour of assets verified through a rigorous engineering analysis.

Case Study – Town of Fort Erie, ON

The University of Waterloo's optimization engine is now fully functional and is proving able to attain a seven to 17 percent capital savings on a municipal capital budget. Fort

Erie, an Ontario municipality with an infrastructure deficit of \$23 million and a roads capital budget of \$2 million, was experiencing a continued deterioration of their network using a "worst roads first" approach. Under new infrastructure management, and using the advanced capital planning optimization tool, Fort Erie can now maintain a consistently high network performance with 18 percent improvement by the end of the plan without additional expenditures. This improvement on network performance can be translated into \$10 million in cost savings over the 10-year planning horizon. In other words, if Fort Erie had maintained its previous capital planning approach, it would have had to spend \$10 million more to be able to achieve the same level of performance the optimized capital plan produced.

It is important to note that, as declining networks using conventional capital planning strategies reach their accelerated deterioration phase, performance improvement and cost saving implications grow significantly.

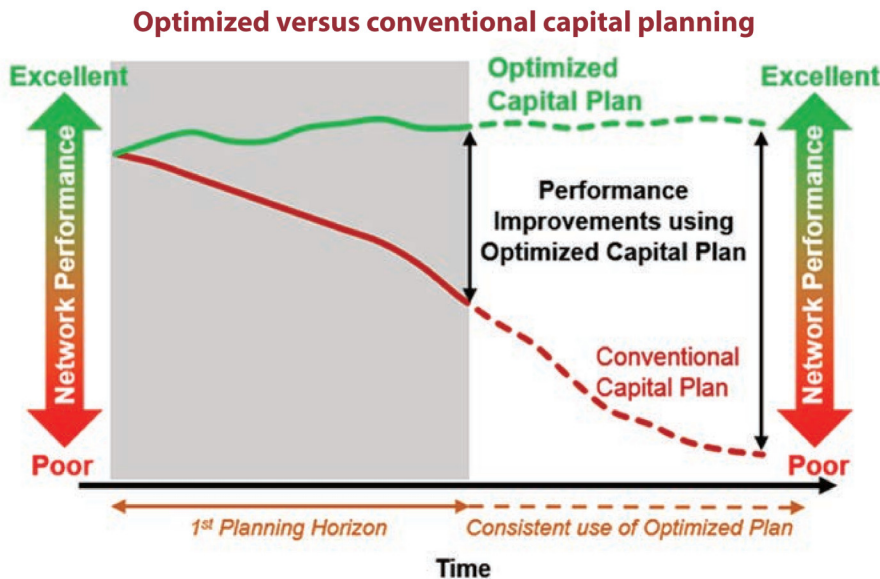
The "worst-first" or simple ranking process has significantly magnified Canada's road network infrastructure deficit, and will continue to do so without corrective action (as shown in Figure 4).

Concluding Remarks

The vast majority of smaller Canadian municipalities do not currently have a sufficient tax base to gain control over their infrastructure deficit. Without corrective action over the next 10 years, these communities will see a significant deterioration in the level of service being offered to their residents. Increased taxes and/or deteriorating levels of service will trigger a migration to larger municipalities, further undermining the smaller community's tax base. Although provincial and federal governments are now committing to substantially increased investment in infrastructure, much of it ends up in major urban centres where the greatest number of citizens are served.

Smaller municipalities need to build a strategy for self-sufficiency.

Figure 4



Better capital planning should be high on that priority list. As it pertains to road networks, a municipal council's first order of business should be to capitalize on the significant cost savings and lifecycle gain associated with road preventive maintenance. A second initiative would be to use advanced analytical tools to attain the highest possible return, both from a financial and socio-economic perspective, on road capital expenditures. Only by gaining stakeholder buy-in on a practical and implementable capital plan can communities stem their infrastructure deficit, maintain a quality of life, and plot a course for the future with confidence. [MW](#)

as published in

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CANADA'S MUNICIPAL MAGAZINE – SINCE 1891

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SOLUTIONS INC.**



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CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

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: Public Works is recommending the approval of a resolution waiving the formal bidding process and approving an amendment to an agreement with KUBRA Data Transfer, Ltd., to extend the current term for an additional twelve (12) months, commencing on January 31, 2019 and ending on January 31, 2020, in the amount not to exceed \$285,000. The contract has the option to renew for two (2) additional twelve (12) month terms 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.

The City originally entered into a contract with KUBRA Data Transfer Ltd. (formerly known as DocuCorp International, Inc.), in 1998. The City has maintained the contractual relationship with KUBRA through execution of several multi-year contract extensions. The City is currently working on the conversion of the internal utility billing

software from Springbrook to Munis. The billing service provider will be reviewed and evaluated more closely after the conversion from Springbrook to Munis. Switching from KUBRA to another utility billing service provider at this time would require significant programming changes and great costs to the City, which in turn would not be cost-effective for the remaining time the City will be utilizing Springbrook.

KUBRA supplies the following external utility billing services:

- KUBRA annually processes and prints approximately 365,000 utility bills for the City at a cost of approximately \$285,000 per year.
- A supported file is exported from Springbrook (City's internal utility billing software) in which KUBRA translates into the City's physical utility bill using KUBRA's DAP file system (this file format is exclusive to KUBRA).
- KUBRA prints all utility bills, completes any stuffing (inserts, return envelopes), and mails the bills to the City's customers.
- KUBRA also maintains an electronic database of the billing statements. This contract also covers any fixes to corrupted data shall it occur, as well as troubleshooting and technical support for the billing process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: In FY 2019 funds are budgeted in the following accounts: Water Administration Printing and Binding (50100110-70611) - \$155,000 and Water Administration-Postage (50100110-71017) \$159,650. Funds for FY 2020 are included in the proposed budget. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 118.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Trisha Gibson, Management Analyst
Michael Hill, Miscellaneous Technical Assistant

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason

City Manager

Attachments:

- PW 3B RESOLUTION KUBRA Utility Billing Services Extension 01282019
- PW 3C PROPOSED AMENDMENT KUBRA Utility Billing Services Extension 01282019
- PW 3D ORIGINAL AGREEMENT KUBRA Utility Billing Services Extension 01282019
- PW 3E 2016 AMENDMENT KUBRA Utility Billing Services Extension 01282019

RESOLUTION NO. 2019 - _____

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH
KUBRA DATA TRANSFER, LTD.**

WHEREAS, The City originally entered into a contract with KUBRA Data Transfer, Ltd. (formerly known as DocuCorp International, Inc.), in 1998. The City has maintained our contractual relationship with KUBRA since 1998 through execution of several multi-year extensions, the most recent being a year extension in January 2016 with an option of two (2) twelve (12) month extensions.

WHEREAS, Staff recommends that Council approve waving the formal bid process and approve the amendment with KUBRA Data Transfer, Ltd., that extends the current term for twelve months, commencing on January 31, 2019 and ending on January 31, 2020 with an extension term for two (2) successive twelve (12) month terms.

WHEREAS, the City Council finds it to be in the best interest of the City to approve the formal bid waiver so KUBRA can continue supplying our external utility billing services while the City continues to finalize the conversion of the internal utility billing software from Springbrook to MUNIS.

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and City Manager, or designated representatives, are authorized to secure the amendment to the agreement with KUBRA Data Transfer, Ltd., and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this this 28th day of January 2019.

APPROVED this _____ day of January 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

AMENDING AGREEMENT

Made as of the 31 day of January, 2019.

B E T W E E N:

FormMaker Software, Inc DBA KUBRA., (the “**Provider**”)

- AND -

City of Bloomington, IL (the “**Customer**”)

WHEREAS:

- (a) Docucorp International, Inc. (which was acquired by the Provider) and the Customer entered into a services agreement effective October, 1998, as amended (the “**Agreement**”); and
- (b) The Provider and the Customer wish to further amend the Agreement as provided herein.
- For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Provider and Customer agree as follows:

1. The Agreement is hereby amended as follows:
The Agreement shall be extended for twelve months commencing on January 31st, 2019 and ending on January 31st, 2020 (this “**Extension Term**”). The Extension Term shall automatically renew and extend for two successive twelve (12) month terms (each a “**Renewal Term**”), commencing at the conclusion of the Extension Term or the preceding Renewal Term, unless written notice of the termination is given by either party to the other at least ninety (90) days prior to the end of the Extension Term or Renewal Term.
2. All Fees and Charges, including transaction and consumable, are to remain constant throughout the Extension Term. Pricing may change within the Renewal Term, as the Provider reserves the right to increase or decrease the prices for Consumable Elements in accordance with the industry index as established through public articles from pulp and paper mills. Notwithstanding the foregoing, the Provider shall not increase the prices for Consumable Elements on an annual basis by more than the lesser of (i) six percent (6%), or (ii) the rates provided in the Consumer Price Index.
3. Any terms which are not specifically defined herein, shall have the same meaning as set out for such terms in the Agreement.
4. The parties acknowledge that, except as specifically amended herein, all terms and conditions of the Agreement remain unamended and in full force and effect.
5. This Amending Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by electronic transmission instead of delivering a signed copy original of that counterpart. Each executed counterpart (including each copy sent by electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

PROVIDER: **Formmaker Software, Inc.**

CUSTOMER: **City of Bloomington**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

J. Overholser

DocuCorp International, Inc.

Master Processing Services Agreement

This Master Processing Services Agreement (the "Agreement") is made and entered into this 22nd day of September, 1998 ("Effective Date"), by and between DocuCorp International, Inc. (hereinafter "DocuCorp"), with principal offices at 5910 N. Central Expressway, Suite 800, Dallas, Texas, 75206-5140, and City of Bloomington (hereinafter "Customer"), with principal offices at 401 1/2 Southeast Street, Bloomington, Illinois, 61704.

Services Provided. During the term of this Agreement, Customer agrees to purchase from DocuCorp, system processing, print, finish and mailing services for Customer and its affiliates and subsidiaries in conjunction with their customer billing and communication as further detailed on the corresponding Addendum(s) attached hereto and by this reference made a part of this Agreement (individually, an "Addendum," and collectively, the "Addenda"). DocuCorp agrees to provide such services and/or products as set forth herein, to Customer and its affiliates and subsidiaries, upon the terms and conditions and for the consideration stated herein.

- Processing using the Document Automation Platform (DAP)
- Print, Finish and Mail Services
- Consumable Storage and Maintenance
- DAP Electronic Archive
- Postal Bar Coding and Presorting

Initial Term. This Agreement shall be effective for a period of three (3) years, beginning on the first day of actual billing production however in no event later than six (6) months after the Effective Date unless mutually agreed in writing by DocuCorp and Customer.

Renewal. This Agreement shall automatically renew for additional terms of one (1) year each at the expiration of the initial or any renewal terms unless written notice of nonrenewal is given by either party to the other not less than ninety (90) days prior to the initial expiration or any renewal date.

Terms. Customer and DocuCorp agree to be bound by the Terms and Conditions and all Addenda attached hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CITY OF BLOOMINGTON:

By: [Signature]
Print Name: Kathy Markowitz
Title: Mayor
Date: October 9, 1998

DOCUCORP INTERNATIONAL, INC.:

By: _____
Print Name: _____
Title: _____
Date: _____

General Terms and Conditions

1. **Performance.** DocuCorp shall use due care in processing all work submitted by Customer and at its expense, shall rerun or credit any job which cannot be used in the normal course of business due to errors made by DocuCorp. If DocuCorp fails to supply acceptable quality services and products to Customer and DocuCorp has been given written notice of such problems and has failed to correct same within thirty (30) days, Customer shall have the right to terminate this Agreement. Quality assurance procedures and service level are set forth in Addendum #2.

2. **Media and Delivery of Data.** DocuCorp is capable of receiving data on diskette or magnetic tape and electronically. All media and communication costs are the Customer's responsibility. If Customer furnishes media which are in unsatisfactory condition for processing or which contain incorrect, incomplete or corrupt data, Customer shall be required to pay for any services supplied by DocuCorp to correct the data. In the event such DocuCorp services are required, the DocuCorp billing rate shall be that of Application Programming as set forth in Addendum #1 to this Agreement.

3. **Invoice Terms.** INVOICES SHALL BE DUE AND PAYABLE UPON RECEIPT. Any amount not paid within thirty (30) days of invoice shall bear interest at the rate of two (2%) percent per month (or fraction thereof), or the maximum legal rate, whichever is higher, until paid. If Customer fails to pay any amount when due, DocuCorp may, upon written notice (i) terminate this agreement, (ii) suspend performance, and (iii) declare any unpaid balances immediately due. Customer shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by DocuCorp to enforce collection of any amounts due DocuCorp.

4. **Pricing.** DocuCorp may, commencing on the first anniversary of the Effective Date and each successive anniversary, increase its prices based upon the annual increase in the US Consumers Price Index "All Cities Urban", however, such increase shall not be more than even (7%) percent above the price in effect for the previous twelve (12) months. All price changes are effective sixty (60) days after written notice by DocuCorp to the Customer.

5. **Systems Development.** DocuCorp will develop all required systems, job programs and forms (if applicable) on a time and materials basis as set forth with an estimate in the applicable supplemental Addendum. Any changes to the agreed upon job requirements will be done at a minimum charge per change as set forth in the applicable Addendum.

6. **Ownership of Software.** All computer software developed and/or utilized by DocuCorp in conjunction with DocuCorp's service, whether or not Customer has been charged for such software, and all updates, modifications, enhancements and derivative works of such software and all copies thereof shall be and remain the sole property of DocuCorp. In the event the services to be provided by DocuCorp require the use of DocuCorp's proprietary software by the Customer or at the Customer's location, the Customer shall be required to enter into DocuCorp's standard Software License Agreement.

7. **Force Majeure.** DocuCorp will maintain offsite backups of Customer's data and software; however, neither party shall be held responsible for any delay or failure in performance for causes beyond its reasonable control, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, power failures, earthquakes or other disasters, natural or otherwise.

8. **Changes and Modifications.** Customer may modify specifications for any particular application by furnishing revised specifications in writing to DocuCorp which completely replaces the previous specifications. If such a modification increases the cost to DocuCorp of performing the required application, then notwithstanding the limitations or requirements of Section 4, hereof, DocuCorp may immediately increase its prices accordingly, such increase to be effective immediately upon receipt of written notice thereof by Customer. DocuCorp shall set forth in writing and in reasonable detail the basis for calculating any such increase in cost. DocuCorp's calculation shall be conclusive and binding upon Customer if Customer directs DocuCorp to proceed with such work. Any service performed, not listed in this Agreement, will be invoiced at DocuCorp's then prevailing rates. In the event such DocuCorp services are required, the DocuCorp billing rate shall be that of Application Programming as set forth in Addendum #1 to this Agreement.

9. Confidentiality of Information.

a) **Confidential Information.** DocuCorp agrees that all information furnished to DocuCorp by Customer, including without limitation financial statements, Customer lists and other Customer information ("Confidential Information") shall be deemed confidential and shall be kept in strict confidence under appropriate safeguards. The term "Confidential Information" for purposes of this Section 9 does not include any information which (1) as shown by written records, was lawfully in the possession of DocuCorp prior to Customer's disclosure of such information to DocuCorp, provided that the source of such information was not bound by a confidentiality agreement with Customer in respect thereof, or (2) is generally available to the public other than as a result of disclosure by DocuCorp or its directors, officers, employees, agents, representatives, or others acting on its behalf ("DocuCorp's Representatives") or (3) required to be disclosed by any court or government authority of competent jurisdiction.

b) **Limitation on Use of Confidential Information Lists.** Without the prior written consent of Customer, DocuCorp shall not, directly or indirectly, (1) disclose or reveal any of the Confidential Information to any person, firm, or entity except to a limited number of DocuCorp's Representatives who are actively and directly participating in the services provided under this Agreement, each of whom shall be informed by DocuCorp of the confidential nature of the Confidential Information, and shall agree not to disclose such Confidential Information, or (2) use the Confidential Information in any way detrimental to Customer or for any purpose other than in connection with this Agreement. In any event, DocuCorp shall be responsible for the disclosure of any Confidential Information by any of DocuCorp's Representatives not in accordance with this Agreement.

c) **Return of Confidential Information at Termination.** At the termination of this Agreement or upon the written request of Customer and payment of any amounts due DocuCorp under this Agreement, DocuCorp shall deliver promptly to Customer all written or tangible material containing or reflecting any of the Confidential Information, without retaining any copies, summaries, analyses, or extracts thereof. All documents, memoranda, notes, and other writings whatsoever prepared by DocuCorp or DocuCorp's Representatives based on the information contained in the Confidential Information shall be destroyed by DocuCorp.

d) **Customer's Injunctive Relief.** DocuCorp agrees and acknowledges that the Confidential Information and related materials and knowledge contain valuable proprietary information of Customer, the improper disclosure of which would cause irreparable injury to Customer. Accordingly, DocuCorp agrees that in the event of an intentional violation or threatened violation by it of its confidentiality obligations hereunder, Customer will be entitled to seek injunctive relief from any court of competent jurisdiction.

e) **Survival.** DocuCorp and Customer agree that, notwithstanding any other provisions of this Agreement to the contrary, this Section 9 shall survive the termination of this Agreement.

General Terms and Conditions

(Continued)

10. Limitation of Liability. Liability on the part of DocuCorp for loss, destruction or damage by breakage, leakage, theft or accidental causes shall be limited to replacement with equivalent media and reprocessing of any printed materials lost or destroyed, at no additional charge to Customer. Customer is responsible for maintaining proper backup of source material sent to DocuCorp until DocuCorp has returned the original media. Except as specifically provided in this Agreement, DocuCorp shall have no liability for damages resulting or claimed to have resulted from erroneous or incomplete compilation, processing or transmission of information or data. In no event shall DocuCorp be liable to Customer for indirect, incidental, special or consequential damages (including without limitation, liability of Customer to third parties) arising out of this Agreement, and in no event shall DocuCorp's liability exceed an amount equal to twice the average monthly amount which has been paid to DocuCorp for processing and providing applicable services hereunder for the immediately preceding four (4) months or, with respect to goods and supplies, the price paid DocuCorp for the particular goods and/or supplies involved. Postage or shipping charges shall not be included in any such calculations, or shall any after-expense for which Customer is to reimburse DocuCorp.

11. EXPRESS DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES HEREIN SET FORTH, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY DocuCorp FOR ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER.

12. Examination. Upon twenty-four (24) hours advance written notice auditors representing Customer or any regulatory agency which is required to audit or examine the services of Customer may review, on DocuCorp premises, the services provided Customer hereunder, provided that such review is during DocuCorp's normal business hours. With the exception of general observation visits, Customer shall reimburse DocuCorp for all expenses incurred in connection with any such review and shall take full responsibility for any delay in Customer's processing schedule.

13. Notices. All notices given hereunder shall be in writing and shall be sent by regular mail postage prepaid to the parties at the addresses set forth on the signature page hereof, or to such other addresses of which either party may give notice. Notice shall be effective upon receipt.

14. Assignment. This Agreement is between DocuCorp and Customer. Neither DocuCorp or Customer shall have the right (whether by operation law or otherwise) to assign this Agreement or delegate performance to any third party without the prior written consent of the other party; such consent shall not be unreasonably withheld. Any such assignment or delegation without DocuCorp's consent shall be void and of no effect; provided, however, that any such attempted assignment or delegation shall constitute a material breach of this Agreement, allowing DocuCorp the nonexclusive remedy of immediately terminating this Agreement without penalty to DocuCorp. DocuCorp shall not unreasonably withhold or delay its consent where such assignment is to a purchaser of all or substantially all of Customer's assets or where such assignment is to a corporation controlled by, controlling, or under common control with Customer, where such corporation has substantial assets.

15. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto and shall be enforceable as though such invalid or unenforceable provision were not contained herein.

16. Entire Agreement. This Agreement and Addenda hereto constitute the entire Agreement between Customer and DocuCorp with respect to the subject matter hereof and shall supersede any inconsistent or additional terms in Customer's purchase orders or other documents submitted to DocuCorp or from DocuCorp. This Agreement may be amended only by a written instrument executed by both parties.

Addendum # 1
to
DocuCorp International, Inc.
Master Processing Services Agreement

This Addendum supplements the Service Agreement (the "Agreement") signed by DocuCorp and Customer. The following services will be provided by DocuCorp to Customer. The conversion of data transmitted via electronic communication, or delivered on magnetic media, to printed format and the distribution of data, and related services described below at the prices stated below.

DESCRIPTION AND PRICE SCHEDULE

Prepaid Postage

If individual mailings qualify for automated rates (always 500+ pieces):

Customer will set up an account with the United States Postal Service (USPS) for postage payment with a minimum of three (3) weeks of estimated postage. DocuCorp will use envelopes with pre-printed Postal Indicia that will be used by the USPS for automatic debiting of this account each day. In the event adequate postage monies are not received, DocuCorp may apply, at its sole discretion, the postage necessary to complete the job. A handling charge of one and one-half percent (1.5%) will be applied to any postage monies advanced by DocuCorp.

If individual mailings do not qualify for automated rates: (not always 500+ pieces) :

Customer will place on deposit with DocuCorp an amount equal to two months postage usage for the purpose of prepaying metered mail. This amount will be returned in full at the completion of the contract. DocuCorp will bill Customer monthly for postage actually used.

Processing, Print, Finish and Mail Costs.

<i>Al La Carte Item</i>	Price
Processing Fees - For Every Image Printed – Includes equipment and software required to process and print images. (Per Image or Impression - i.e. 1 page duplex is 2 images)	.0250
Printing Image Fees - Printing fee for printing of B&W documents on standard paper (Per Image or Impression)	.0350
Automated Folding & Insertion of Documents - For each document automatically folded and inserted by the finishing equipment. - First Page - Next Page	.0350 .0250
Automated Insertion of Return Envelope or Marketing Insert - For every piece automatically inserted by the automated folding and insertion finishing equipment. (Per Piece Inserted)	.0200
Electronic CASS Certification for Postal Discounts - Process Name & Address against CASS certified software for address verification and Post-Net bar-code, sort in zip code order and prepare for mailing to receive postal discounts. (Per Address)	.0250

Addendum # 1
to
DocuCorp International, Inc.
Master Processing Services Agreement

<i>Al La Carte Item</i>	<i>Price</i>
Archive Fees - Generation of Archive returned to Customer for Retrieving electronic copies of printed pages. This price does include the transactional license for the retrieval software (DAP Archive Retrieval). This fee must be included in all processing runs. If this service is discontinued, the software must be returned and not used for any past or future archive. (Per Image or Impression - i.e. 1 page duplex is 2 images)	.0150
Job Setup Charge - Fee for setting up Processing, Printer Trays, and Folding Equipment. (Per Run)	25.00
Manual Function - Any manual functions not covered in the services above requested by the customer; such as bulk packaging, special handling, etc. (Per Hour)	25.00
Consumables Inventory Management & Storage - Maintain supplies inventory (1 quarter's quantity recommended). (Per Pallet, Per Month)	15.00

Minimum Monthly Service Charge. "Minimum Monthly Service Charge" shall mean the minimum monthly charge to be paid by Customer in the event the monthly cost paid by Customer to DocuCorp for monthly services fails to equal or exceed the minimum amounts as provided in this Addendum #1. Effective from the first month of statement production through the term of this Agreement, Customer shall pay DocuCorp monthly for services. In the event that the monthly cost for services described above in the "Processing, Print, Finish and Mail Costs" section of this Addendum is less than \$3,500 in any given month, DocuCorp will bill the Customer a Minimum Monthly Service Charge of \$3,500 for this service.

Use of Recycled Paper Surcharge. Customer shall pay a 15% surcharge on the "Printing Image Fees" and the "Automatic Folding and Insertion of Document" charge and the Minimum Monthly Service Charge will be increased to \$15,000 for the use of recycled paper. DocuCorp will only use 100% laser capable recycled paper at its print centers and all paper consumable supplies are subject to approval and testing by DocuCorp.

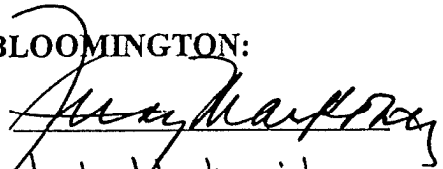
Paper Consumable Supplies. Paper consumable supplies such as pre-printed paper, outer envelopes, return envelope, etc. can be provided at an additional cost by DocuCorp to Customer. Prices, terms and conditions based on Customer's specific needs will be agreed in writing and attached to the Master Processing Services Agreement as an addendum.

Additional Fees. The above pricing schedule covers the processing, print, finish and mail for documents (images) of moderate complexity. Documents of extremely high complexity, including images containing more than two graphs, complex logos or graphics, etc., will be charged at an additional fee for processing and printing. This additional fee will be assessed by document and volume prior to placing the document into production. This additional fee must be agreed to in writing by DocuCorp and Customer prior to entering the document into production.

Addendum # 1
to
DocuCorp International, Inc.
Master Processing Services Agreement

IN WITNESS WHEREOF, the parties have caused this addendum to the Master Processing Services Agreement to be executed by their duly authorized representatives.

CITY OF BLOOMINGTON:

By: 
Print Name: Judy Markowitz
Title: Mayor
Date: October 9, 1998

DOCUCORP INTERNATIONAL, INC.:

By: _____
Print Name: _____
Title: _____
Date: _____

Addendum #2
to
DocuCorp International, Inc.
Processing Services Agreement

Quality Assurance Procedures and Service Level

The following procedures may be modified from time to time as business needs change or to improve the quality and service levels.

Data handling:

1. On Wednesday of each week, Customer will transmit a file to DocuCorp by 11:59 PM EST. Each file received will be logged into a File Receipt Log.
2. Each file will contain header and trailer records with control information, including a sequential file number and the number of records contained on the file. Each file should also contain the cycle date on the header record.
3. As each file is processed, DocuCorp will ensure that the file's sequential number is one greater than the last file processed and that the number of records on the file balance to the count in the file header or trailer record.

Processing control:

1. At each step in the DocuCorp processing, the number of statements read in will be balanced to the number output from the previous step.
2. The bills will use an indicia or be metered, depending on Customer's postal preference. If Customer cannot meet Postal Service's requirements for postal discounts, DocuCorp can presort the transactions by zip and produce the appropriate postal reports to obtain the best postage rates.
3. The data will be grouped into batches of 1000 bills (this number may be altered as experience indicates, to facilitate handling).
 - a. A job control ticket will be completed for each batch indicating the number of bills included and the input file number used to produce the group.
 - b. A "Check List" will be created for each batch listing each bill in the batch in sequence of printing.
4. Each batch will be reviewed for quality of print (toner density and consistency). Documents will be reprinted if necessary.

Addendum # 2
to
DocuCorp International, Inc.
Processing Services Agreement

5. Each group will go to a finishing station for automated folding and inserting.

a. The automated finishing process be controlled by OMR marks printed on the bill that cause:

- 1) accumulation of multiple page bills (if any).
- 2) sequence checking to prevent double feeds.
- 3) each bill to be folded
- 4) the inclusion of a return envelope.
- 5) the inclusion of any marketing materials
- 6) the application of postage if no indicia is used.

b. The job control ticket and check list will be marked as complete and accurate and initialed by the finisher. Job tickets and check lists will be filed by processing date.

6. The mail will be delivered to the Post Office by 7:00 PM, EST.

Service Level:

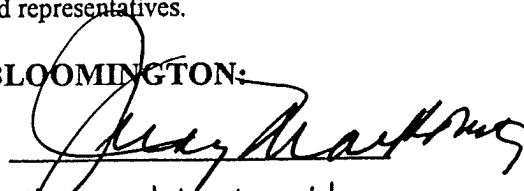
DocuCorp will follow the above procedures and agrees to meet or exceed the following standards:

1. DocuCorp will produce accurate and complete bills with appropriate toner coverage 99.5% of the time. Customer may measure the above by a) seeding the mail with bills that are mailed to Customer, or b) accumulating bills returned by the customer or the post office, or c) auditing and reviewing an actual production cycle at DocuCorp's facilities. The percentage shall be calculated by dividing the number of errors by the number of bills produced.
2. DocuCorp will deliver all bills to the Post Office the business day following receipt of Customer's file 95% of the time and by the second business day 100% of the time, provided that file is received by DocuCorp by 11:59 PM EST and that the processing cycle is not delayed at Customer's request.

Should DocuCorp not perform to the above standards over a month, Customer will notify DocuCorp of such non-performance. If in the quarter following notification of non-performance DocuCorp again does not meet the above standards, Customer shall have the right to terminate the processing services agreement without penalty.

IN WITNESS WHEREOF, the parties have caused this addendum to the Master Processing Services Agreement to be executed by their duly authorized representatives.

CITY OF BLOOMINGTON:

By: 
Print Name: Cindy Markowitz
Title: Mayor
Date: October 9, 1998

DOCUCORP INTERNATIONAL, INC.:

By: _____
Print Name: _____
Title: _____
Date: _____

CITY OF BLOOMINGTON, ILLINOIS

FINANCE DEPARTMENT - PURCHASING DIVISION
CITY HALL BUILDING
P.O. BOX 3157 BLOOMINGTON, ILLINOIS 61702-3157
FAX 309-829-4010

PURCHASE ORDER

No. 17860

THIS PURCHASE ORDER NUMBER MUST BE SHOWN ON
ALL CARTONS, CORRESPONDENCE AND INVOICES.

NUMBER 3271 DATE

SHIP TO:

TO: DocuCorp INTERNATIONAL
2300 WINDY RIDGE PKWY SUITE 400 N
ATLANTA GA 30339

☐ 109 E. Olive
☐ 322 S. Main
☐ 401 S. East
☒ 401 1/2 S. East
☐ 310 N. Lee

☐ 1020 S. Morris
☐ 1813 S. Springfield
☐ 1613 S. Main

OTHER _____

TAX EXEMPT NO. E9994-9903-01

DATE REQUIRED

SHIP F.O.B. BLOOMINGTON, ILLINOIS
INSIDE DELIVERY

ACCOUNT CODE	PROJECT CODE	ORDERED	QUANTITY RECEIVED	DESCRIPTION	UNIT COST	TOTAL COST
				BLANKET PURCHASE ORDER		
X50110-70990	96618			OUTSOURCING OF THE CITY OF BLOOMINGTON'S WATER BILLING PER COUNCIL ACTION, 9/28/1998		
				THREE YEAR CONTRACT/ \$2,250.00 FOUR TIMES MONTHLY		
				ESTIMATED ANNUAL COST OF \$108,000.00		
ACKNOWLEDGEMENT						

DATE RECEIVED

RECEIVED BY

REQUISITION INITIATED BY

APPROVED BY

GEORGE A. DRYE, ENG & WATER T. HEAD

Kin Craven 1/28/99 PURCHASING AGENT

NO MERCHANDISE ACCEPTED UNTIL ACKNOWLEDGEMENT COPY RETURNED
THE CITY WILL NOT BE RESPONSIBLE FOR SUPPLIES DELIVERED WITHOUT A PURCHASE ORDER.

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

ACKNOWLEDGEMENT COPY RETURN TO PURCHASER

02/07/01 10:24 FAX 309 434 2201

COB-ENG & WATER

002

**AMENDMENT NUMBER 1
TO
TO APPLICATION SERVICE PROVIDER AGREEMENT**

This Amendment Number 1 to DocuCorp International, Inc. Application Services Provider Agreement is hereby made and entered into as of the 6th day of February, 2001 ("Amendment Number 1 Effective Date"), and amends that certain Application Service Provider Agreement, dated Febr. 6th 2001 (hereinafter referred to as the "Agreement"), by and between **DocuCorp International, Inc.**, (hereinafter referred to as "**DocuCorp**") and City of Bloomington (hereinafter referred to as "**Customer**").

RECITALS

WHEREAS, **Customer** and **DocuCorp** have heretofore entered into the **Agreement** whereby **DocuCorp** provides certain processing, print, finish and mailing services to **Customer**; and

WHEREAS, **Customer** and **DocuCorp** agree that **DocuCorp** shall provide additional services pursuant to the term of the **Agreement**; and

WHEREAS, the parties wish to amend **Agreement** in a manner and to the extent hereinafter set forth.

NOW, THEREFORE, **Customer** and **DocuCorp** agree as follows:

The processing, print, finish and mail cost provisions of Addendum #1 to the **Agreement** shall be supplemented to add the services and the respective price for such services described below pursuant to the terms of the **Agreement**:

<i>Al La Carte Item</i>	<i>Price</i>
Archive Generation/Population Fee – Fee for the generation and population of an electronic archive for Customer. (Per image or impression)	.005
Archive Storage Fee – Fee for storage of the electronic archive on magnetic, spinning media for access over the Internet. This fee is calculated on a per page image basis for storage of such image/impression. (Per image or per impression)	.015
Additional Archive Storage Fee - Fee for storing any images beyond the one (1) calendar year period as described above. This fee is charged on a per image/impression per month basis. (Per image or impression).	.0015

EXCEPT to the extent provided hereinabove, and the **Agreement** shall in all other respects, remain unchanged and shall continue in full force with respect to the license granted herein.

IN WITNESS WHEREOF, Customer and DocuCorp have caused this **Amendment Number 1** to the **Agreement** to be executed by their duly authorized representatives and to become effective on the **Amendment Number 1 Effective Date**.

DOCUCORP INTERNATIONAL, INC.

CITY OF BLOOMINGTON

By: _____

By: George Drye

Name: _____

Name: Dir of ENG & WATER

Title: _____

Title: GEORGE DRYE

Date: _____

Date: 2-6-01

AMENDMENT NUMBER 1 TO TO APPLICATION SERVICE PROVIDER AGREEMENT

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DOCUCORP INTERNATIONAL, INC.

CITY OF BLOOMINGTON

By: _____

By: George Drye

Name: _____

Name: Dir of ENG & WATER

Title: _____

Title: GEORGE DRYE

Date: _____

Date: 2-6-01

MEMORANDUM

TO: Nick O'Donoghue, Superintendent of Meter Services

CC: Bob Yehl, Water Director, File

FROM: Cherry L. Lawson, City Clerk 

DATE: January 25, 2016

RE: Formmaker Software, Inc. DBA KUBRA Data Transfer Ltd.

Attached are two (2) copies of the above signed agreement with Formmaker Software, Inc. DBA KUBRA Data Transfer Ltd. that are ready for mailing.

Thank you.



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: January 11, 2016

SUBJECT: Consideration to waive the formal bid process and approve an amendment with Formmaker Software Inc. DBA as KUBRA Data Transfer Ltd extending the current term for twelve months, commencing on January 26th, 2016 and ending on January 31st, 2017, with an option for two additional twelve month extensions.

RECOMMENDATION/MOTION: Staff recommends that Council approve waving the formal bid process and approve an the amendment with Formmaker Software, Inc. (d/b/a as KUBRA Data Transfer Ltd) that extends the current term for twelve months, commencing on January 26, 2016 and ending on January 31, 2017, with an option for two additional twelve month extensions. The services to be performed by KUBRA Data Transfer Ltd will be at the current rates, up to a maximum of \$100,000, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City originally entered into a contract with DocuCorp International, Inc., predecessor to Formmaker Software Inc. DBA as Kubra Data Transfer Ltd., in 1998. The City has maintained our contractual relationship with KUBRA since 1998 through execution of several multi-year extensions, the most recent being a three (3) year extension in January 2013. Kubra annually processes and prints approximately 365,000 utility bills for the City at a rate of approximately \$88,000 per year.

Kubra supplies the following external utility billing services -

- A supported file is exported from Springbrook (City's internal utility billing software) in which Kubra translates into the City's physical utility bill using Kubra's DAP file system (this file format is exclusive to Kubra).
- Kubra prints all utility bills, completes any stuffing (inserts, return envelopes), and mails the bills to the City's customers.
- Kubra also maintains an electronic database of the billing statements. This contract also covers any fixes to corrupted data shall it occur, as well as troubleshooting and technical support for the billing process.

In the near future the City will be planning for the conversion of the internal utility billing software from Springbrook to Munis. The billing service provider will be reviewed and evaluated more closely during the conversion from Springbrook to Munis. A Request for Proposal for external utility billing services will be performed as part of the conversion planning process. Switching now from Kubra to another utility billing service provider at this time would

require significant programming changes and great costs to the City, which in turn would not be cost effective for the remaining time the City will be utilizing Springbrook as our internal utility billing software.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: In FY 2016 fund were budgeted in the following accounts: Water Administration Printing and Binding (50100110-70611) and Water Administration-Postage (50100110-71017). Funds for FY 2017 will be included in the proposed budget as this agreement covers a portion of two fiscal years. Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 114.

Respectfully submitted for Council consideration.

Prepared by: Nick O'Donoghue, Superintendent of Meter Services

Reviewed by: Robert D. Yehl, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Proposed Formmaker Software, Inc. January 2016 Amending Agreement
- Formmaker Software, Inc. November 2012 Agreement
- DocuCorp International, Inc. (predecessor to KUBRA) Agreement

Motion: Staff recommends that Council approve waving the formal bid process and approve an the amendment with Formmaker Software, Inc. (d/b/a as KUBRA Data Transfer Ltd) that extends the current term for twelve months, commencing on January 26, 2016 and ending on January 31, 2017, with an option for two additional twelve month extensions. The services to be performed by KUBRA Data Transfer Ltd will be at the current rates, up to a maximum of \$100,000, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

AMENDING AGREEMENT

Made as of the 11th day of January, 2016.

BETWEEN:

Formmaker
FORMSMAKER SOFTWARE, INC. DBA as KUBRA Data Transfer Ltd., a corporation
incorporated under the laws of the State of New York, (the "Provider")

- AND -

City of Bloomington, IL (the "Customer")

WHEREAS:

(a) DocuCorp International, Inc. (which was acquired by the Provider) and the Customer entered into a services agreement effective October, 1998, as amended (the "Agreement"); and

(b) The Provider and the Customer wish to further amend the Agreement as provided herein.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Provider and Customer agree as follows:

- The Agreement is hereby amended as follows:
The Agreement shall be extended for twelve months commencing on January 26th, 2016 and ending on January 31st, 2017 (this "Extension Term"). The Extension Term shall automatically renew and extend for two successive twelve (12) month terms (each a "Renewal Term"), commencing at the conclusion of the Extension Term or the preceding Renewal Term, unless written notice of the termination is given by either party to the other at least ninety (90) days prior to the end of the Extension Term or Renewal Term.
- All Fees and Charges, including transaction and consumable, are to remain constant throughout the Extension Term. Pricing may change within the Renewal Term, as the Provider reserves the right to increase or decrease the prices for Consumable Elements in accordance with the industry index as established through public articles from pulp and paper mills. Notwithstanding the foregoing, the Provider shall not increase the prices for Consumable Elements on an annual basis by more than the lesser of (i) six percent (6%), or (ii) the rates provided in the Consumer Price Index.
- Any terms which are not specifically defined herein, shall have the same meaning as set out for such terms in the Agreement.
- The parties acknowledge that, except as specifically amended herein, all terms and conditions of the Agreement remain unamended and in full force and effect.
- This Amending Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to the other party by electronic transmission instead of delivering a signed copy original of that counterpart. Each executed counterpart (including each copy sent by electronic transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

PROVIDER: Formmaker
FORMSMAKER SOFTWARE, INC.
DBA as KUBRA Data Transfer Ltd.

By: [Signature]

Printed Name: RICK WATKIN

Title: PRESIDENT & CEO

Date: Jan 14/16

CUSTOMER: **City of Bloomington**

By: [Signature]

Printed Name: David A. Hales

Title: City Manager

Date: 1-15-16

ATTEST
By: [Signature]
Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Parks, Recreation and Cultural Arts Department

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 5a. Well-planned City with necessary services and infrastructure; and Objective 5d. Appropriate leisure and recreational opportunities responding to the need of residents.

BACKGROUND: Bloomington Parks, Recreation and Cultural Arts hired GreenPlay Inc. in 2017 to prepare an updated Citywide Comprehensive Parks and Recreation Master Plan. The Comprehensive Parks and Recreation Master Plan identifies the current state of the PR&CA department's facilities, inventory of existing parks, shows citizen input on future needs, identify program trends specific to Bloomington, Illinois and makes recommendations for future parks. The Comprehensive Parks and Recreation Master Plan will also guide the City's action in regard to land acquisition needs and meet the requirements of a 15 year master plan for typical Parks and Recreation park planning.

The Comprehensive Parks and Recreation Master Plan adoption, solidifies a Council and community supported plan that can be successfully implemented through the City's future Capital Improvement Plans and through programmatic strategies and operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Groups/Interested persons who attended Master Planning forums: Bloomington/Normal Convention and Visitors Bureau, Bloomington/Normal Sports Commission, Downtown Bloomington Association, Normal Parks & Recreation, District 87, Unit 5, Central Catholic High School, Penguin Project, Area Arts Round Table, Friends of Constitution Trail, Bike Blo-No, Beautification Committee of Bloomington, Cardinals Football, Illinois Fire Juniors

Soccer, Prairie City Soccer League, Bloomington/Normal Baseball Association, Special Olympics, Bloomington/Normal Girls Softball Association, Bloomington/Normal Disc Golf Association. A public meeting was held at the Miller Park Pavilion and a Public Survey was sent by the Public Research Group contracted through GreenPlay to a random sampling of residents. This survey return response exceeded the minimum number needed to make it statistically valid. In addition, the former City Manager, former Parks Directors, and City Council members provided input to GreenPlay.

FINANCIAL IMPACT: No budgeted City funds are presently tied to the adoption of the final City of Bloomington - Comprehensive Parks and Recreation Master Plan.

COMMUNITY DEVELOPMENT IMPACT: HL-2 Ensure maximum usage of the City's parks and recreational facilities and associated resources. NE-2 Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington. CWB-2 Create lifelong community that meets the needs of residents of all ages and abilities. CF-1 Continue to provide quality public facilities and services.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: No budgeted City funds are presently tied to the adoption of the final City of Bloomington - Comprehensive Parks and Recreation Master Plan.

Respectfully submitted for Council consideration.

Prepared By: Eric Veal, Assistant Director - Parks, Recreation and Cultural Arts

Reviewed By: Jay Tetzloff, Director - Parks, Recreation and Cultural Arts

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

Water/Community Dev. Review By: Katie Simpson, City Planner

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PRCA 2B RESOLUTION
- PRCA 2C COMPREHENSIVE PARKS & RECREATION MASTER PLAN

RESOLUTION NO. 2019 - _____

**A RESOLUTION APPROVING THE CITY OF BLOOMINGTON
COMPREHENSIVE PARKS & RECREATION MASTER PLAN**

WHEREAS, on May 8, 2017, the City Council authorized an agreement with GreenPlay for preparation and production of a City of Bloomington - Comprehensive Parks and Recreation Master Plan; and

WHEREAS, GreenPlay developed the plan in conjunction with input from the former City Manager, former Parks Directors, City Council members, City staff, Master Plan Forums, a Citizen Survey and a public meeting; and

WHEREAS, the Comprehensive Parks and Recreation Master Plan will also guide the City's action in regard to land acquisition needs and meet the requirements of a fifteen (15) year master plan for typical Parks and Recreation park planning; and

WHEREAS, the City Council finds it to be in the best interests of the City to adopt the Comprehensive Parks and Recreation Master Plan for the City of Bloomington dated January 28, 2019.

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

That the Comprehensive Parks and Recreation Master Plan for the City of Bloomington dated January 28, 2019 is hereby approved.

PASSED this this 28th day of January 2019.

APPROVED this _____ day of January 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



COMPREHENSIVE PARKS AND RECREATION MASTER PLAN
DRAFT
JANUARY 2019

ACKNOWLEDGEMENTS

The City of Bloomington Parks, Recreation, and Cultural Arts Department would like to acknowledge the contributions of all residents and civic and citizen groups that participated in the process of creating this plan.

Bloomington City Council Members:

Tari Renner, Mayor

Alderman:

Ward 1	Jamie Mathy
Ward 2	David Sage
Ward 3	Mboka Mwilambwe
Ward 4	Amelia Buragas
Ward 5	Joni Painter
Ward 6	Karen Schmidt, Mayor Pro Tem
Ward 7	Scott Black
Ward 8	Diana Hauman
Ward 9	Kim Bray

Project Team Leader

Jay Tetzloff, Director

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Denise Balagna, Athletics Program Manager
Peter Burvenich, Zoo Curator
Vanessa Campos, Support Staff
Steve Connor, Heavy Operator
Nicole Culbertson, Aquatics/Sports Program Manager
Tony Croke, Park Security
Kysten Crowell, Laborer
Lindsay Danner, Ice Center Assistant Manager
Michael Davis, Zookeeper
Ann-Marie Dittman, Assistant Performing Arts Manager
Jill Eichholz, Youth/Teen Program Manager
Jan Elam, Utility Worker
Leo Grant, Light Machine Operator
Chad Hamel, Horticulturist

Ron Handley, Utility Worker
Hamilton Harmon, Utility Worker
James Harsh, Truck Driver
Eric Heinonen, Zookeeper
Michael Hernbrott, Ice Center Manager
Ryan High, BCPA Production Manager
Jeff Hindman, Horticulturist
Devin Irish, Golf Professional
William Jackson, Forester
Ryan Johnson, Horticulturist
Dave Kelley, Laborer
Wendy Klessig, Zookeeper
Nicole Kohler, SOAR Program Manager
Steven Kramer, Forester
Dave Lamb, Assistant Superintendent of Parks
Jim Mack, BCPA Performing Arts Manager
Tony Mangina, Greenskeeper

Joyce McKeon, Adult Program Manager
Jeremy Meints, Horticulturist
Grace Mitchell, Zookeeper
Robert Moews, Superintendent of Parks
Jason Morgan, Utility Worker
Anthony Nelson, Zoo Business Manager
Nancy Nelson, Golf Guest Services Manager
Rob Oliver, Greenskeeper
Joe Olson, Ice Center Assistant
Manager/Hockey
Tim Papacek, BCPA Custodian/Laborer
Cara Peterson, BCPA Development Manager
Thom Rakestraw, Marketing Associate
Shannon Reedy, Zoo Education Instructor

David Rogers, Laborer
Jennifer Rogers, Zoo Gift Shop Manager
Maggie Rutenbeck, SOAR Program Manager
Pam Starks, BCPA Box Office Manager
Samantha Stills, BCPA Support Staff
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Consultants Contributing to the Plan

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Executive Summary

Purpose of this Plan

The City of Bloomington Parks, Recreation, and Cultural Arts Department sought to update the City's 1997 Comprehensive Parks and Recreation Master Plan, and to create Feasibility Studies to guide future development of O'Neil Park and a potential Recreation Center facility. The major expected outcome of this planning effort was to identify the current state of the Department's facilities, collect citizen input on future needs, identify program trends specific to Bloomington citizens' needs, and to make recommendations regarding future development of parks and the operations of the Department.



The primary focus of the 2018 Comprehensive Parks and Recreation Master Plan is on facilities, parks, and programs. The plan includes an illustrative and usable strategy to guide the City's actions over the next 15 years with regard to the development of park facilities, programs, and land acquisition needs and be prepared in a manner that will meet the requirements of a 15 year Master Plan for a typical Parks and Recreation Department.

Strategic Framework

The previous Comprehensive Bloomington Parks & Recreation Master Plan was developed in 1997 and was updated twice, once in 2005 with an East Side Update and again in 2010 with a Master Plan Update. The 1997 original Master Plan's states, *"This report serves as a guide for planning the City of Bloomington's Park and Recreation sites and facilities for the years remaining in the 1990s and beyond to the year 2015."*

The Department is presently comprised of six divisions working jointly to accomplish this mission. These divisions include Parks Maintenance, Recreation, Golf, the Miller Park Zoo, the Bloomington Center for the Performing Arts, and Parks Administration. The Department maintains over 1,100 acres of land including 39 park sites, 3 golf courses, 2 aquatic facilities, an ice rink, a 4 acre zoo, a 1,200 seat theatre, and several natural prairie areas.

Methodology of this Planning Process

This plan was organized into three (3) phases which are related to the City of Bloomington's Comprehensive Plan Goals and Strategic Plan.

Phase I – Community Needs Assessment

- A community needs assessment was conducted to determine the needs and wants of citizens. This was completed through a variety of mediums, including community meetings, focus groups, stakeholder interviews, and a survey.

Phase II – Inventory and Comparison of Existing Facilities/Programs

- An inventory of all programs offered and all city-owned existing parks and recreation facilities was conducted, along with determination of other municipal parks/programs in order to demonstrate gaps in facility or program coverage.
- Bloomington's facilities, programs, and services were compared to those of other similarly sized cities/towns to the industry standards and trends, including Normal, Illinois, Parks and Recreation.

Phase III – Recommendations and Final Plan

- Final recommendations for the future development and operations for the Department and a prioritized action plan and estimated costs were provided.

Project Timeline

Strategic Kick-off and Determination of Critical Success Factors	May 2017
Integration with Existing Plans	June – August
PHASE I - Community and Stakeholder Engagement	May – October
Initial Information Gathering	May – June
Stakeholder Interviews	June
Statistically Valid Survey	June – September
PHASE II - Inventory and Level of Service Analysis	June – October
Inventory/Level of Service Analysis	June – September
Facilities, Lands, and Asset Gaps	June – September
Demographics and Trends Analysis	July
Evaluation of Existing Standards	October
Programs and Services Gap Analysis	October
O'Neil Park Master Plan	June – December
Community and Stakeholder Engagement	June
SWOT Analysis	October
Market, Program, and Maintenance Analysis	June – November
Site Analysis and Capital Improvements	November
Financial Analysis, Operational Budget and Pro-forma	November – December
Recreation Feasibility Study	June – March
Community Profile and Market Analysis	June
Partnership and Stakeholder Identification	October
Conceptual Facility Elements	June – January
Financial Resource & Expenditure Analysis	February
Operations and Maintenance Budget & Pro-forma	March – April
Recommendations and Implementation Strategies	May
PHASE III - Funding Analysis and Action/Implementation Plan	December – March 2018
Financial and Operational Analysis	December
Alternative Funding and Partnerships	January
Cost Recovery and Resource Allocation	February
Probable Operations, Maintenance, and Capital Costs and Potential Funding Analysis	February
Visioning Workshop and Identification of Key Issues	March
PHASE III - Draft and Final Needs Assessment	March – January 2019
Recommendations/Action/Draft Plan	March - December
Final Plans and Presentation	January

Action Plan

1. Level of Service Recommendations

GENERAL		
Strategies	Primary Responsibility/ Support	Timeframe to Complete
1.1.a: According to the GRASP® analysis, Bloomington's population density is above average but below average for Level of Service Per Acre/Population Per Acre. The Department should focus on providing a higher level of service within parks due to the increase of people utilizing the parks and facilities.	Parks Administration/ City Planning/Parks Maintenance	Mid-Term
1.1.b: The Department should look to add variety to the City's park sites by adding new elements when parks are renovated or upgraded, such as dog parks, fitness stations, spraygrounds, fitness stations, pickleball, etc.	Parks Administration/ Parks Maintenance	Mid-Term
1.1.c: With the City's Planning Division, develop Site Master Plans for each park site for future implementation. The Site Master Plans should indicate current uses and the proposed improvements. The plans developed should explore the site as a cohesive whole and plan for all site factors, needs, and relationships to work together. The Site Master Plans will also form the basis for developing and evaluating implementation plans and budgeting improvements annually.	Parks Administration/ Parks Maintenance/ Community Development	Short-Term
1.1.d: Review all existing intergovernmental agreements and update as necessary. Continue to develop partnering opportunities with the Town of Normal, local School District(s), McLean County Parks & Recreation Department, and local developers to potentially share and develop recreational facilities.	Parks Administration/ Parks Maintenance/ Recreation	Ongoing
1.1.e: Develop additional inter-local agreement between the adjacent governmental entities, as well as conduct a planning study to determine if land and facilities could be used jointly to meet education and recreational needs. The Department should search for other partnerships, which could include private or public groups, or health/medical entities.	Parks Administration/ Recreation	Short-Term
1.1.f: In reviewing the parks and facilities GIS mapping, property lines should be reviewed as they are inconsistent between the Department's maps and GIS information.	Parks Administration/ Engineering	Short-Term

1.1.g: To determine the level of improvements to be implemented annually, capital improvement budgets based on revenues sources must be established. The Department should: • Identify needed improvements to facilities • Establish estimated costs for improvements • Establish priorities for improvements • Budget for annual and long-range costs • Determine the need for funding sources and amounts	Parks Administration/ Finance	Short-Term
1.1.h: Provide quality over quantity and consider repurposing parks or components in areas of the community that are above the threshold level of service analysis. Identify key parks to become part of this plan and as those parks are taken out of the community, the Department should look to reinvest into the parks it plans to maintain. Any final decision on this topic will require approval from the City Council, as well as clear communication with neighbors and residents.	Parks Administration/ City Administration	Short-Term
1.1.i: Continue to address non-compliance with 2010 ADA Standards for Accessible Design. The standards include requirements for all playgrounds, hard courts, pathways, spectator areas, restrooms, and programming spaces to be accessible; utilizing the ADA Transition Plan completed by Recreation Accessibility Consultants, LLC, in 2009.	Parks Administration/ Engineering/Parks Maintenance	Ongoing
1.1.j: Update codes and ordinances to reflect the needed amount of parks per acre of residential land (Example: 1 acre parks/10 acres residential, or other methods based on the NRPA Park Metrics Annual Report) and amend fees as necessary.	Parks Administration/ City Planning	Ongoing
1.1.k: Partner with the Planning Department to update GIS data sets as parks and components are upgraded, expanded, repurposed, or changed.	Parks Administration/ City Planning	Ongoing
TRAIL AND WALKING PATH		
STRATEGIES	Primary Responsibility/Support	Timeframe to Complete
1.2.a: The Department should identify new trails within the City's boundaries and maximize regional recreation opportunities by implementing new trailheads and connections to local and regional trails, such as the Constitution Trail, Route 66, Interurban, Bloomer Line, Collegiate, Southtown, and Northtown. Create connections that blend recreation opportunities with restaurants and retail opportunities for greater economic impact.	Parks Administration/ Parks Maintenance, Engineering, Economic Development, City Planning	Mid-Term

1.2.b : In addition to providing new regional trails, additional multi-use trails within parks including looped systems of varying distances for increased recreation opportunities and/or trail connections to adjacent parks should be added. Within both regional and park looped trails, include mile markers to track distances and fitness stations to encourage cardio and other fitness opportunities. Provide increased trail signage, way-finding, and improved entrance access.	Parks Administration/ Parks Maintenance, Engineering, City Planning	Mid-Term
PARK SITE		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
1.3.a: The Department's park system includes many park sites that are reaching their useful life; and though they are in good condition, the Department should plan to update and renovate the older sites. Parks, system-wide are generally well maintained but need updates. Engage the services of a landscape architect/park planning consultant with experience in the entire park planning process, and community familiarity or consider hiring an in-house staff member like a Parks Project Manager.	Parks Administration/ Parks Maintenance, Finance	Short-Term
1.3.b: The Parks Department should look to add high demand components and new trends in Parks and Recreation as parks are updated and redesigned. High demand components from the survey include: • explore opportunities to add Fitness Stations or Equipment • add canoe or kayak launches where water access is available • consider demand for athletic fields and loss of rectangle field access • consider existing and future demand for dog parks and dog off leash areas New trending elements could include: • Dog Parks • Skateboarding • Gathering areas and off-street spaces for farmers markets, parklets, community gardens, and community orchards • Large spaces for events: movies in the park, festivals • Spraygrounds • New types of playgrounds, including discovery play, nature play, adventure play and intergenerational play • Integrating nature into the parks	Parks Administration/ Parks Maintenance, Recreation	Short-Term

1.3.c: Existing benches and site furnishings throughout the Department's park system are varied and aging. A standardized bench and site furnishings program should be developed and implemented throughout the park system as redevelopment occurs. This includes benches, picnic tables, bike racks, litter receptacles, player benches, bleachers, drinking fountains, and shelters.	Parks Administration/ Parks Maintenance	Short-Term
1.3.d: Many benches are located adjacent to existing park paths and trails but do not provide a hardened surface to access the bench. The lack of hard surface access increases maintenance, as additional mowing and trimming is required, mud holes and bare spots can develop under the bench from foot traffic, and the benches are not accessible for the mobility challenged. When creating this standard choose durable materials that will have a long lifespan.	Parks Administration/ Parks Maintenance	Short-Term
1.3.e: Develop a Life-Cycle Replacement Program. If there are elements that need to be brought into compliance immediately those should take highest priority.	Parks Administration/ Parks Maintenance	Short-Term
1.3.f: Develop a system, which will track the life-cycle of the play apparatus and associated hardscape and site furnishings. This will allow the Department to plan for the replacement and purchasing of equipment. Prepare a playground replacement program that will allow funding to be allocated in anticipation of replacement needs.	Parks Administration/ Parks Maintenance	Short-Term
1.3.g: Classify the following parks: Anglers Lake Nature Preserve Park (Trails/Open Space), Atwood Wayside (Trails/Open Space), Lincoln Park (Mini-Park), Westwood Park (Neighborhood Park), Withers Park (Mini-park), Wittenberg Woods Park (Neighborhood Park), Woodbury Park (Neighborhood Park), and the Grove Park (Neighborhood Park).	Parks Administration	Short-Term
MAINTENANCE		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
1.4.a: Evaluate and prioritize improvements to the condition and maintenance in all parks, to meet the needs of the community (as identified in the Master Plan Survey) and to improve the experience of park users.	Parks Administration/ Parks Maintenance	Short-Term
1.4.b: Staff should identify additional long-term goals for improving the field conditions, such as underdrainage, irrigation, and re-grading. These are more expensive enhancements, but will further improve the conditions of the fields, and therefore should be evaluated during updates to Park Master Plans and built into the capital improvement budget where feasible.	Parks Administration/ Parks Maintenance	Ongoing

1.4.c: Establish a deferred maintenance baseline for the existing parks and facilities. This will establish any outstanding, unresolved maintenance issues, along with associated costs. The risk with deferred maintenance is that issues can become exacerbated over time and become costlier. By identifying these items, they can be evaluated with other proposed capital improvements or maintenance activities and be appropriately planned for and programmed into budgets.	Parks Maintenance/ Parks Administration	Short-Term
1.4.d: Continue the Tree Replacement Program: Immediate attention should be given to all trees infested with the Emerald Ash Borer.	Parks Maintenance	Short-Term
1.4.e: Review and evaluate the amount of bluegrass, which needs to be mowed and maintained each year, and consider creating large expanse of low-mow turf and/or native prairie and pollinator areas.	Parks Maintenance/ Parks Administration	Short-Term

2. Programming Recommendations

PROGRAMMING		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
2.1.a: Continue programming at the recreational level; evolve programs to meet new trends and demands.	Recreation/Parks Administration	Short-Term
2.1.b: Conduct full services assessment and evaluate focus of programming to determine the fit of existing services.	Recreation/Parks Administration	Short-Term
2.1.c: Review programs that are duplicated within the Service Profile.	Recreation/Parks Administration	Short-Term
2.1.d: Explore and address program opportunities for young adults, families 25+, and active/aging adults.	Recreation/Parks Administration	Short-Term
2.1.e: While considering cost, explore the need for additional Community Special Events and opportunities for community gatherings.	Recreation/Parks Administration	Short-Term
2.1.f: Explore opportunities to allow partnerships that create more indoor opportunities or shared outdoor opportunities to maximize programming potential (formalize partnerships/agreements).	Recreation/Parks Administration	Short-Term

INDOOR FACILITY		
Actions	Primary Responsibility/ Support	Timeframe to Complete
2.2.a: The Department should perform a full architectural evaluation and assessment of facilities and evaluate each structure and function to determine how they would like to ideally operate. The assessments should entail a full review of compliance with current code requirements, space requirements, and conditions. The condition of the building envelope, roof, and interiors are reviewed as part of this report, along with an opinion on the life expectancy of mechanical and electrical systems. A schematic design exercise should be undertaken to determine the scope of the corrective measures involved for the more complex issues identified within each facility.	Parks Administration/ Engineering/Parks Maintenance	Mid-Term
2.2.b: The following facilities should be assessed: Lincoln Leisure Center, Pepsi Ice Center, White Oak Community Room, Miller Park Pavilion, and Hike Haven.	Parks Administration/ Engineering	Mid-Term
2.2.c: Complete a services assessment of the recreational programs provided by other agencies or private recreational facilities to determine if there are gaps that need to be filled by the Department or through partnership opportunities.	Parks Administration/ Recreation	Mid-Term

3. Operating and Funding Recommendations

OPERATING AND FINANCIAL		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
3.1.a : Determine appropriateness of partners/sponsors.	Parks Administration/ Recreation	Ongoing
3.1.b: Explore revenues sources identified through the funding analysis.	Parks Administration/ Recreation	Ongoing
3.1.c: Conduct full cost recovery study.	Parks Administration/ Recreation	Short-Term

4. Marketing/Communications/Service Delivery Recommendations

MARKETING/COMMUNICATIONS/SERVICE DELIVERY		
STRATEGIES	Primary Responsibility/Support	Timeframe to Complete
4.1.a: Provide additional marketing resources.	Parks Administration/Recreation/BCPA/Golf/Zoo	Short-Term
4.1.b: Provide more communication about partners and programs.	Parks Administration/Recreation/BCPA/Golf/Zoo	Short-Term
4.1.c: Continue to establish platforms for outreach/feedback.	Parks Administration	Short-Term
4.1.d: Continue to develop multi-cultural opportunities.	Parks Administration/Recreation/BCPA/Golf/Zoo	Short-Term
4.1.e: Evaluate scheduling of programs to accommodate a broader range of participants.	Parks Administration/Recreation	Short-Term
4.1.f: Address the perception, continue to provide opportunities and alleviate barriers for access from east to west.	Parks Administration	Short-Term

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I. Purpose and Background Information

A. Purpose of this Plan

The City of Bloomington Parks, Recreation, and Cultural Arts Department (herein “Department”) sought to update the City’s 1997 Comprehensive Parks and Recreation Master Plan, and to create Feasibility Studies to guide future development of O’Neil Park and a potential Recreation Center facility. The major expected outcome of this planning effort was to identify the current state of the Department’s facilities, collect citizen input on future needs, identify program trends specific to Bloomington citizens’ needs, and to make recommendations regarding future development of parks and the operations of the Department.



The primary focus of the 2018 Comprehensive Parks and Recreation Master Plan is on parks and programs. The plan includes an illustrative and usable strategy to guide the City’s actions over the next 15 years with regard to the development of park facilities, programs, and land acquisition needs and be prepared in a manner that will meet the requirements of a 15 year Master Plan for a typical Parks and Recreation Department.

B. History of City of Bloomington Parks and Recreation

The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis, and 64 miles northeast of Springfield, the State Capital. The City is the County Seat of McLean County, the largest county in Illinois by land area (approximately 762,240 acres). The 2010 Census showed that the City had a population of 76,610 people. Current population projections estimate the population to be 79,998.

Parks and Recreation officially became a department of the City of Bloomington as the result of an ordinance which passed on April 30, 1968. Mayor Bob McGraw was instrumental in setting up the new department. John H. Woodworth, Jr. was appointed director, and Jasper Simmons, Jr. was hired as the part-time Recreation Coordinator. Grover Katthoefer, the Park Superintendent in the Public Service Department, was reassigned to the new department. Four divisions were set up: Supervised Recreation, Parks, Highland Golf Course, and Swimming Pools. The 1970s and ‘80s saw new growth in parkland acres and development of new parks. The first school/park site, Stevenson School, opened in the ‘70s. O’Neil Pool, Bloomington’s “first swimming pool built from scratch” opened May 30, 1975. In the 1980s (and early ‘90s), the department hosted three National Fastpitch Softball Tournaments, held mostly at O’Neil Park. In a joint venture with the Town of Normal, 1988 saw the opening and dedication of the Constitution Trail. This ever-expanding linear trail system is arguably the most heavily used “park amenity” in the Twin Cities and is now approaching 42 miles in length.

In March 2009, the Parks and Recreation Department merged with the City's Cultural District Department to form a new department to be known as the Parks, Recreation, and Cultural Arts Department. The former Cultural District consisted of a 1,200 seat Center for the Performing Arts, complete with an open green space utilized for an outdoor summer concert series and a former medical building that is in the renovation planning stages to become the Creativity Center. The future Creativity Center will be a facility to serve the needs of both internal departmental programs and many external community arts and cultural groups.



C. Strategic Framework

The previous Comprehensive Bloomington Parks & Recreation Master Plan was developed in 1997 and was updated twice, once in 2005 with an East Side Update and again in 2010 with a Master Plan Update. The 1997 original Master Plan's states, "This report serves as a guide for planning the City of Bloomington's Park and Recreation sites and facilities for the years remaining in the 1990's and beyond to the year 2015."

D. Parks, Recreation, and Cultural Arts Department Overview

Department Mission

"Enrich the quality of life for our community through parks, recreation and cultural arts."

Department Vision

"Provide for now and future generations a sense of community, preserved green spaces, diverse programs, excellent customer service, and life changing experiences."

The Department is presently comprised of six divisions working jointly to accomplish this mission. These divisions include Parks Maintenance, Recreation, Golf, the Miller Park Zoo, the Bloomington Center for the Performing Arts, and Parks Administration. The Department maintains over 1,100 acres of land including 39 park sites, 3 golf courses, 2 aquatic facilities, an ice rink, a 4 acre zoo, a 1,200 seat theatre, and several natural prairie areas.

E. Related Planning Efforts and Integration

The City of Bloomington has produced many planning documents that will influence, or be influenced by this plan:

- 1997 – City of Bloomington Comprehensive Plan
- 2008 – West Bloomington Neighborhood Plan
- 2009 – Greenways Plan
- 2010 – City of Bloomington Parks and Recreation Parks Master Plan Update
- 2010 – City of Bloomington Strategic Plan
- 2012 – Miller Park Zoo Master Plan
- 2013 – Downtown Bloomington Strategy

2015 – City of Bloomington: A Master Plan for Sidewalks
2015 – City of Bloomington Bicycle Master Plan
2015 – City of Bloomington Comprehensive Plan 2035 – Bring It On Bloomington!

F. Methodology of this Planning Process

This plan was organized into three (3) phases which are related to the City of Bloomington's Comprehensive Plan Goals and strategic plan.

Phase I – Community Needs Assessment

- A Community Needs Assessment was conducted to determine the needs and wants of citizens. This was completed through a variety of mediums, including community meetings, focus groups, stakeholder interviews, and a survey.

Phase II – Inventory and Comparison of Existing Facilities/Programs

- An inventory of all programs offered and all city-owned existing parks and recreation facilities was conducted, along with determination of other municipal parks/programs in order to demonstrate gaps in facility or program coverage.
- Bloomington's facilities, programs, and services were compared to those of other similarly sized cities/towns to the industry standards and trends, including Normal, Illinois, Parks & Recreation.

Phase III – Recommendations and Final Plan

- Providing final recommendations for the future development and operations for the Department and a prioritized action plan and estimated costs were provided.

The project team, including staff, guided this project throughout the planning process. Utilizing a collaborative effort allowed the consultants to utilize their expertise, complementing local knowledge and institutional history provided by community members and interested stakeholders. The following 2017 timeline of tasks were determined following a strategic kick-off meeting.

Strategic Kick-off and Determination of Critical Success Factors	May 2017
Integration with Existing Plans	June – August
PHASE I - Community and Stakeholder Engagement	May – October
Initial Information Gathering	May – June
Stakeholder Interviews	June
Statistically Valid Survey	June – September
PHASE II - Inventory and Level of Service Analysis	June – October
Inventory/Level of Service Analysis	June – September
Facilities, Lands, and Asset Gaps	June – September
Demographics and Trends Analysis	July
Evaluation of Existing Standards	October
Programs and Services Gap Analysis	October
O'Neil Park Master Plan	June – December
Community and Stakeholder Engagement	June
SWOT Analysis	October
Market, Program, and Maintenance Analysis	June – November
Site Analysis and Capital Improvements	November
Financial Analysis, Operational Budget and Pro-forma	November – December
Recreation Feasibility Study	June – March
Community Profile and Market Analysis	June
Partnership and Stakeholder Identification	October
Conceptual Facility Elements	June – January
Financial Resource & Expenditure Analysis	February
Operations and Maintenance Budget & Pro-forma	March – April
Recommendations and Implementation Strategies	May
PHASE III - Funding Analysis and Action/Implementation Plan	December – March 2018
Financial and Operational Analysis	December
Alternative Funding and Partnerships	January
Cost Recovery and Resource Allocation	February
Probable Operations, Maintenance, and Capital Costs and Potential Funding Analysis	February
Visioning Workshop and Identification of Key Issues	March
PHASE III - Draft and Final Needs Assessment	March – January 2019
Recommendations/Action/Draft Plan	March - December
Final Plans and Presentation	January

II. Demographics and Community Needs Assessment

A. Demographic Profile and Trends Report

Demographics Report

Gaining a clear understanding of the existing and projected demographic character of Bloomington is an important component of the planning process. By analyzing population data, trends emerge that can inform decision making and resource allocation strategies for the provision of public parks, recreation amenities, and open spaces. Key areas were analyzed to identify current demographic statistics and trends that can impact the planning and provision of public parks and recreation services in Bloomington. Community characteristics analyzed and discussed consist of:

- Existing and projected total population
- Age and gender distribution
- Ethnic/Racial diversity
- Household and housing information
- Educational attainment



Park and Recreation Influencing Trends

The provision of public parks and recreation services can be influenced by a wide variety of trends, including the desires of different age groups, community values, and popularity of a variety of recreational activities and amenities. Several local and national trends were reviewed that should be considered by the City when determining where to allocate resources toward the provision of parks, recreational facilities, and recreational programming for its residents and visitors.

These reports were included in the Findings Report submitted to staff. The results are incorporated into the analysis of this document, and should be continuously monitored by staff during the annual review of planning efforts.

B. Community and Stakeholder Input

Public input for the Bloomington Parks, Recreation, and Cultural Arts Comprehensive Plan was gathered during July and August, 2017. Methods used to engage with the community included focus groups, stakeholder interviews, and a public meeting. These sessions were held throughout the community. Additional information was collected via phone interviews and emails sent by citizens wanting to participate. The goal of these sessions was to gather as much information that would guide the development of the survey tools. Participants included:

- Community members/residents
- Individual users
- City Elected Officials
- School officials

- Illinois Fire Junior Soccer Club
- Bloomington Normal Girls Softball Association
- Bloomington Normal Baseball Association
- Central Illinois Cricket Association
- Bloomington Crash Rugby Club
- Private fitness instructors
- Bloomington Normal Warriors Lacrosse
- Evergreen Racquet Club
- High School Athletic Directors
- Bloomington Normal Convention and Visitors Bureau
- Friends of the Constitution Trail
- Bike BloNo
- Youth football teams

The findings from the public input were used to guide the survey efforts, and further explore of key issues with the Department. The results have been incorporated into the analysis of this document, and should be continuously reviewed by staff during the annual review planning efforts.

C. Community Survey Summary

A household survey was conducted during the summer of 2017 for the City of Bloomington Parks, Recreation & Cultural Arts Department. The purpose of the survey was to gather resident opinions to help set future priorities for the Department. The survey was designed to obtain statistically valid results from households throughout the City of Bloomington.

The survey data was collected from three sources that included mail, telephone, and email surveys. The goal was to obtain a total of at least 400 survey responses. The goal was exceeded with a total of 505 responses received from the three survey types in which the data was combined into one data set. Statistically, a sample of 505 responses provides a margin of error of plus or minus 4.4 percent at a 95 percent confidence level ensuring that the findings are representative of the residents of Bloomington.

A full report of the survey was submitted separate from this document.

III. What We Have Now – Inventory

A. Inventory

An inventory of public and private recreational facilities was conducted in July 2017. Each site was evaluated using the GRASP®-IT audit tool, an instrument developed for assessing the quality and other characteristics of parks, trails, and other public lands and facilities. The GRASP®-IT tool has been used to conduct inventories of more than 100 park systems nationwide over the past 16 years, and has been tested for reliability and validity.

To conduct the inventory, a trained observer from the planning team visited each site or location and assessed the features within it. Features were classified into one of two categories: **components** and **modifiers**. A **component** is a feature that people go to a park or facility to use, such as a tennis court, playground, or open lawn area. Each component was evaluated on its functionality—its suitability for its intended purpose. **Modifiers** are amenities such as shade, drinking fountains, restrooms, etc. that enhance the comfort and convenience of visiting the site and thereby modify the experience of using its components. A complete list of components and their definitions, as well as inventory methods and process discussion will be provided in an appendix to the final report.

A formula was applied that combines the assessments of a site's components and modifiers to generate a score or value for each component and for the entire site. The resulting values can be used to compare sites to each other and to analyze the overall performance of the park system.

Assessment Summary

Based on visits to each park and/or facility, the following general assessments were concluded.

Current/existing parks:

- Generally, well maintained but are in need of updates (deferred maintenance)
- Vary greatly in number of amenities and overall size
- Most of the parks have good street visibility, frontage, and offer adequate public access
- Include themed playgrounds, pickleball courts, aquatic spray grounds, disc golf, and nature-based playgrounds. All popular national trends
- Incorporate best practices such as no-mow or conservation areas with interpretative signage
- Could benefit from more consistent use of standard amenities to help with branding and identification
- Ensuring ADA accessibility to parks and park amenities should be a priority
- Playground upgrades are in process and should continue
- In some cases, lack consistent GIS boundaries and the department should continue to review and update GIS
- Court surfaces (basketball, pickleball, tennis) vary in condition from poor to new

Summary of Inventory Locations

The Department has a variety of recreation locations that serve the community at-large in many ways. The 2010 Parks Master Plan Update classified parks into the following categories:

- **MINI-PARKS:** Parks generally consisting of the size of one residential lot up to one acre. Generally consisting of local playgrounds, some shade, seating, and landscaping. An example of a Bloomington Mini-Park would be Alton Depot Park or Buck Mann Park.
- **NEIGHBORHOOD PARKS:** Generally considered from 1 acre to 10 acres in size and designed primarily for pedestrian and bicycle access. The service radius for a Neighborhood Park is thought to be ½ mile. Neighborhood Parks generally consist of active play facilities like local playgrounds, open turf areas for soccer, softball, or baseball, picnicking and kite flying, natural areas, hard surface courts like basketball or tennis, and landscaping. Examples of Neighborhood Parks include Clearwater Park, P.J. Irving Park, and Eagle Crest Parks.
- **COMMUNITY PARKS:** Community Parks serve needs that require more open space and generally range from 10 acres to 50 acres. The definition incorporates features offered at the site that become destination facilities that people are willing to travel greater distances in which to participate. A Community Park service radius is generally considered to be one mile but can be larger depending upon the destination uses present within the park. Examples of facilities offered overlap those of neighborhood parks but generally offer multi-purpose trails, tennis courts, rectangle fields, destination playgrounds, and winter recreation activities like ice skating, sledding, and cross-country skiing. Examples of Bloomington Community Parks include: O'Neil Park, Ewing Park (I, II, and III), and White Oak Park.
- **REGIONAL PARKS:** Regional Parks are generally the responsibility of large communities like Bloomington. Regional Parks generally consist of 50 – 100 acres or greater. Parks of smaller size that qualify as regional usually have a unique destination feature that attracts visitors from throughout the region (an example of a regional park due to its unique destination would be Miller Park because of its zoo).
- **TRAILS/OPEN SPACE:** The Constitution Trail is a highlight of the trail system. A joint venture between City of Bloomington, Town of Normal, and McLean County Government, it accounts for approximately 42 miles of trails.
- **GOLF COURSES:** The Department owns and operates three golf course properties: Highland Park Golf Course, Prairie Vista Golf Course, and The Den at Fox Creek. The approximately 457 acres were included in the inventory of outdoor recreation opportunities.



Park locations range in size from Friendship Park with .12 acres to White Oak Park at 86 acres. Parks offer both active and passive recreation opportunities from playgrounds and ballfields to walking paths and natural areas. Smaller parks may only have a few amenities while larger parks offer up to 32 components. Existing properties that fall into the “Park” (including school parks) category include the following and account for approximately 525 total acres. Golf courses contribute another 457 acres to the system.

The following is a listing of parks within each category. Several parks were not addressed or were not developed at the time of the 2010 Master Plan. They are listed below for reference, and are listed within their recommended category.

Mini-Parks

- Alton Depot Park
- Buck-Mann Park
- Emerson Park
- Evergreen Park
- Fell Avenue Park
- Friendship Park
- Lincoln Park *(Park unclassified or developed after inventory process)*
- Maria Litta Park
- Withers Park *(Park unclassified or developed after inventory process)*

Neighborhood Parks

- Airport Park
- Brookridge Park
- Clearwater Park
- Eagle Crest Park
- Eagle View Park
- Franklin Park
- Gaelic Park
- The Grove Park *(Park unclassified or developed after inventory process)*
- Holiday Park
- P.J. Irvin Park
- Rollingbrook Park
- Suburban East Park
- Sunnyside Park
- Sweeney Park *(Park unclassified or developed after inventory process)*
- Walt Bittner Park
- Westwood Park *(Park unclassified or developed after inventory process)*
- Wittenberg Woods Park *(Park unclassified or developed after inventory process)*
- Woodbury Park *(Park unclassified or developed after inventory process)*

School Parks (Serving as Neighborhood Parks)

- Oakland School/Park
- Stevenson School/Park

Community Parks

- Ewing Park I, II, and III
- Forrest Park
- McGraw Park
- O’Neil Park
- Pepper Ridge Park
- Tipton Park (North and South)
- White Oak Park

School Parks (Serving as Community Parks)

- Northpoint School/Park

Regional Parks

- Miller Park

Trail/Open Space

Constitution Trail is a joint venture between the City of Bloomington, Town of Normal, and McLean County Government. Much of the trail follows the old Illinois Central Gulf Railroad right of way through the community. Approximately 42 miles of trails exist within both communities including the Constitution Trail and several spurs or shorter, unconnected segments.

- Anglers Lake Nature Preserve Park *(Park unclassified or developed after inventory process)*
- Atwood Wayside *(Park unclassified or developed after inventory process)*

Golf Courses

- Highland Park Golf Course
- Prairie Vista Golf Course
- The Den at Fox Creek Golf Course

A complete Inventory Atlas is provided as a supplemental document in **Appendix A** to the Parks and Recreation Master Plan.

Indoor Facilities

Indoor facilities can also be cataloged by their unique components. Existing properties that fall into this type include the following:

- Lincoln Leisure Center – Included in this planning effort. The Lincoln Leisure Center currently consists of a gymnasium and nine classrooms.
- Pepsi Ice Center – Attached to the Grossinger Motors Arena, the Pepsi Ice Center offers a variety of ice based programming in addition to a snack bar, skate rentals, and locker rooms.
- White Oak Community Room – Located in White Oak Park, the White Oak Community Room offers a small multi-purpose space* as well as limited kitchen amenities. There is also an outdoor patio that faces the lake.
- Miller Park Pavilion – In addition to a large multi-purpose space* on the main level, a meeting room on the upper level, the Miller Park Pavilion also is home to the Miller Park Adult Center. The Miller Park Adult Center amenities include pool tables, game tables, a lending library, television, free internet, and computer area as well as areas for socializing.

- Hike Haven – Located in Forrest Park, Hike Haven is a former Girl Scout Cabin. Its rustic setting contains a small kitchenette and multi-purpose area as well as a single unisex restroom. A covered patio offers outdoor space.
- The Creativity Center – A part of the Bloomington Center for the Performing Arts Division, The Creativity Center is a place where artists and arts groups can come together as stakeholders in a Common Shared Home. This facility was not included in this planning effort because it is planned for in other efforts.

** A space that can host a variety of activities including events, classes, meetings, banquets, medical or therapeutic uses, etc. Also includes rooms or areas designated or intended to be used as game rooms, libraries, or lounges. Rooms may be dividable.*

Other Providers

Other Park or Recreation Locations

Using GIS data and aerial photography, 45 additional parks or outdoor recreation facilities belonging to providers other than the City of Bloomington were identified. These properties offer a variety of components ranging from open turf to playgrounds to aquatic facilities. Individual site visits to parks provided by alternative providers were not part of the scope for this project, but because they are considered are a key alternative provider, these parks were included in the mapping, level of service analysis, and recommendations described later in this document. These properties account for over 1,100 additional park acres within reasonable access to Bloomington residents. While many of these parks are owned and managed by the Town of Normal, others fall within the City of Bloomington boundary including the following:

- Bloomington Country Club Golf Course
- G J Mecherle Memorial Park (State Farm Park)
- General Electric Park
- Hawthorne Commons Park
- Hedgewood Park
- Lakeside Country Club Golf Course
- Links at Ireland Grove
- Oakridge Park
- Oakwoods Park
- PCSL Soccer Complex
- Pony Baseball
- R.T. Dunn Fields (managed by PRCA)
- Sale Barn Soccer Fields (managed by PRCA)
- Tri-Lakes Park

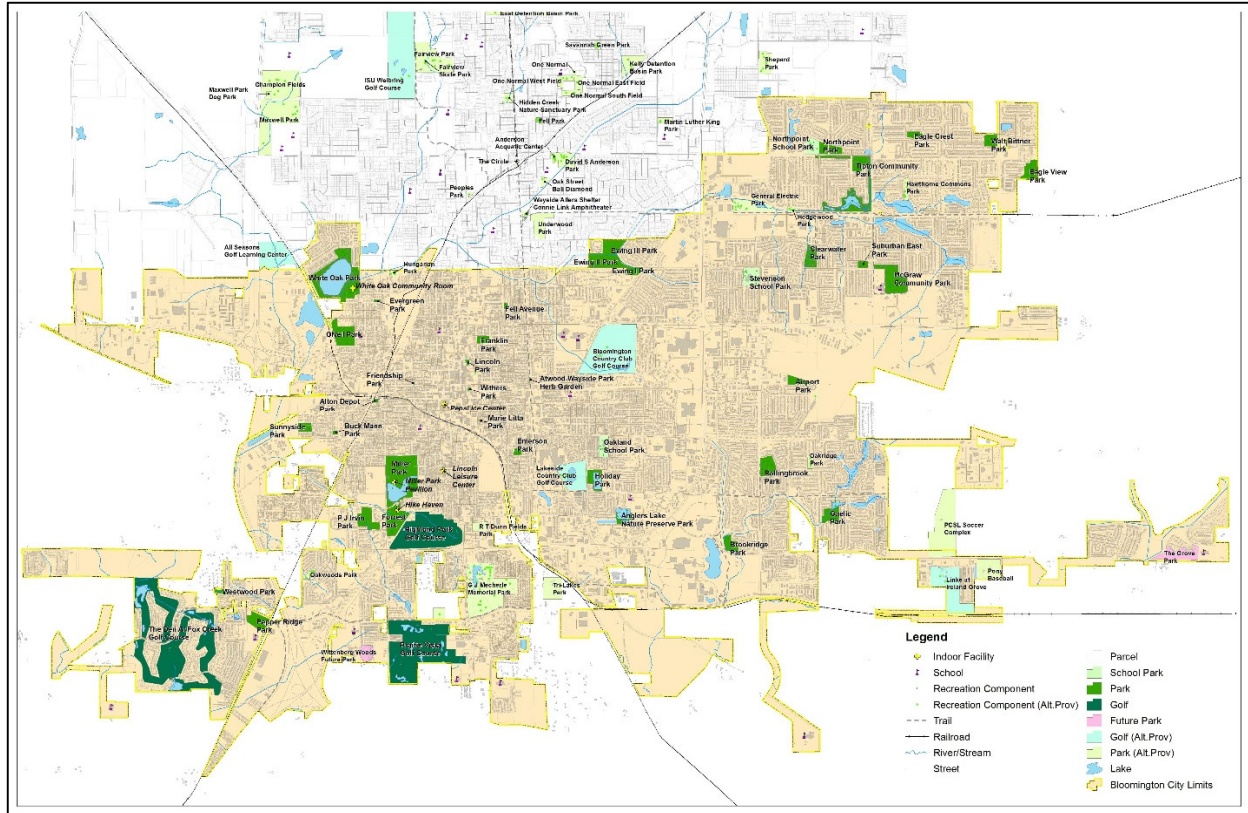
Schools

In addition to the previous mentioned school parks, 31 school properties are identified in the available GIS data. Schools often provide important neighborhood recreation opportunities but often have limited public access. Perimeter fencing, school day restrictions, and scholastic sports team use are several of the most significant limiting factors in public use of school facilities. With the proper inter-governmental agreements (IGAs), schools can provide valuable supplemental recreation facilities, especially in terms of diamond and rectangle fields as well as playground facilities. For the purposes of this study the following schools were inventoried and cataloged using aerial photography.

System Map

The following map illustrates park and recreation facilities across the City of Bloomington. Alternative providers including Town of Normal facilities are also included.

Figure 1: System Map



Larger scale maps may be found in **Appendix B**.

Inventory Overview

The following table summarizes the component based inventory in a common park matrix style format.

Table 1: Park Component Inventory Matrix

*Note: List has been sorted by total number of components within each park. Parks with greater number of components listed first. Cell number indicates quantity of each component.

|--|

Table 2: Park Comfort and Convenience Matrix

*Note: Parks are listed alphabetically. ✓ indicates presence of specific modifier element. ✗ indicates lack of modifier at this location.

LOCATION*	Drinking Fountains	Seating	BBQ Grills	Dog Waste Stations	Security and Lighting	Bike Parking	Restrooms	Shade Trees or Structures	Trail Connections	Park Access	Available Parking	Ornamental Plantings	Picnic Tables
Airport Park	✓	✓	✓	✗	✓	✓	✗	✓	✗	✓	✓	✓	✓
Alton Depot Park	✗	✓	✓	✗	✓	✗	✗	✓	✓	✓	✗	✓	✗
Anglers Lake Nature Preserve Park	✗	✗	✗	✗	✓	✗	✗	✓	✓	✗	✗	✗	✗
Atwood Wayside	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✓	✓	✓
Brookridge Park	✓	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✓	✓
Buck Mann Park	✗	✓	✗	✗	✓	✗	✗	✓	✗	✓	✗	✗	✗
Clearwater Park	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓
Eagle Crest Park	✓	✓	✓	✗	✗	✗	✗	✓	✗	✓	✗	✓	✓
Eagle View Park	✓	✓	✗	✗	✗	✓	✓	✗	✓	✓	✓	✓	✓
Emerson Park	✗	✓	✗	✗	✓	✗	✗	✓	✗	✓	✗	✗	✗
Evergreen Park	✓	✗	✗	✗	✗	✗	✗	✓	✗	✓	✗	✗	✗
Ewing I Park	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✗	✓
Ewing II Park	✗	✓	✗	✗	✗	✗	✗	✓	✗	✓	✓	✗	✓
Ewing III Park	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✗	✗	✓
Fell Avenue Park	✓	✓	✗	✗	✗	✗	✗	✓	✗	✓	✗	✓	✓
Forrest Park	✓	✓	✓	✗	✓	✗	✓	✓	✗	✓	✓	✗	✓
Franklin Park	✓	✓	✗	✗	✓	✗	✓	✓	✗	✓	✗	✗	✓
Friendship Park	✗	✓	✗	✗	✗	✗	✗	✓	✗	✓	✗	✗	✗
Gaelic Park	✓	✓	✗	✗	✗	✓	✗	✓	✓	✓	✓	✓	✓
Highland Park Golf Course	✓	✓	✗	✗	✓	✗	✓	✓	✓	✓	✓	✗	✗
Holiday Park	✗	✓	✗	✗	✓	✓	✗	✓	✗	✓	✓	✓	✓
Lincoln Park	✗	✓	✗	✗	✓	✗	✗	✗	✗	✓	✓	✓	✗
Marie Litta Park	✓	✓	✗	✗	✗	✗	✗	✓	✗	✓	✗	✓	✓
McGraw Community Park	✓	✓	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓	✓
Miller Park	✓	✓	✓	✗	✓	✗	✓	✓	✗	✓	✓	✓	✓
Northpoint Park	✗	✓	✓	✗	✗	✗	✓	✓	✗	✓	✓	✗	✓
Northpoint School Park	✗	✓	✗	✗	✓	✓	✗	✓	✗	✓	✓	✗	✗
Oakland School Park	✗	✓	✗	✗	✗	✗	✓	✓	✗	✓	✓	✗	✗
O'Neil Park	✓	✓	✓	✗	✓	✓	✓	✓	✗	✓	✓	✗	✓
P J Irvin Park	✗	✓	✓	✗	✓	✗	✓	✓	✗	✓	✓	✓	✓
Pepper Ridge Park	✓	✓	✓	✗	✗	✗	✓	✓	✗	✓	✓	✗	✓
Prairie Vista Golf Course	✓	✓	✗	✗	✓	✗	✓	✓	✓	✓	✓	✓	✗
Rollingbrook Park	✓	✓	✓	✗	✓	✓	✓	✓	✗	✓	✓	✓	✓
Stevenson School Park	✗	✓	✗	✗	✗	✓	✓	✓	✗	✓	✓	✗	✓
Suburban East Park	✓	✓	✓	✗	✗	✗	✓	✓	✗	✓	✗	✗	✓
Sunnyside Park	✓	✗	✗	✗	✓	✗	✗	✓	✗	✓	✓	✗	✗
The Den At Fox Creek Golf Course	✓	✓	✗	✗	✓	✗	✓	✓	✓	✓	✓	✓	✗
Tipton Community Park	✓	✓	✓	✗	✗	✓	✓	✓	✓	✓	✓	✓	✓
Walt Bittner Park	✓	✓	✗	✗	✗	✓	✓	✓	✗	✓	✓	✓	✓
Westwood Park	✗	✗	✗	✗	✗	✗	✗	✓	✗	✓	✗	✗	✓
White Oak Park	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Withers Park	✗	✓	✗	✗	✓	✗	✗	✓	✗	✓	✗	✓	✗

Park Amenity Scoring

In addition to locating components, the functional quality of each element was assessed during the site visits. The following table displays the ranking of each park in the current system based on an overall score for its components and modifiers. In general, parks at the top of the list offer more and better recreation opportunities than those ranked lower in **Table 3**. This is not intended to communicate the value of each park. Some parks, like an open space, will have less “opportunity” than a neighborhood park, but provide equal value.

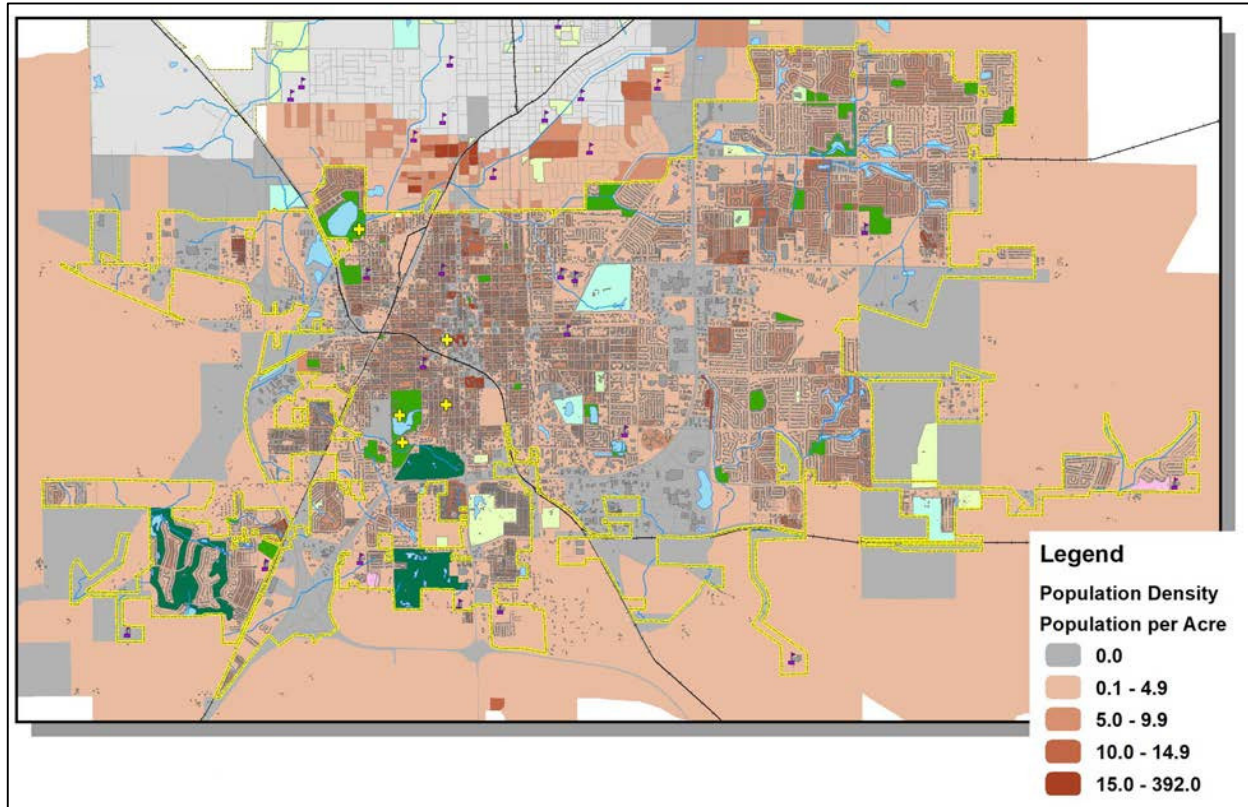
Table 3: Park Ranking Table

1	McGraw Community Park	
2	Miller Park	
3	Tipton Community Park	
4	White Oak Park	
5	Gaelic Park	
6	Rollingbrook Park	
7	Forrest Park	
8	Eagle View Park	
9	Walt Bittner Park	
10	Clearwater Park	
	Holiday Park	
12	Ewing III Park	
13	Airport Park	
14	Sunnyside Park	
15	Eagle Crest Park	
16	Suburban East Park	
17	Brookridge Park	
18	Pepper Ridge Park	
19	Stevenson School Park	
20	O'Neil Park	
	The Den At Fox Creek Golf Course	
22	Ewing I Park	
	Fell Avenue Park	
	P J Irvin Park	
25	Ewing II Park	
26	Franklin Park	
27	Atwood Wayside	
	Marie Litta Park	
	Northpoint Park	
30	Oakland School Park	
	Westwood Park	
32	Northpoint School Park	
33	Alton Depot Park	
	Highland Park Golf Course	
	Prairie Vista Golf Course	
	Withers Park	
37	Emerson Park	
38	Buck Mann Park	
39	Anglers Lake Nature Preserve Park	
	Friendship Park	
41	Lincoln Park	
42	Evergreen Park	

Population Distribution and Density

When discussing access to recreation, it is helpful to understand the population distribution and density in Bloomington. In **Figure 2**, areas of higher population density are shown in darker red while areas that are less densely populated are lighter in color.

Figure 2: 2017 Population Density Based On Population per Acre by Census Block Group



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IV. Needs Analysis

The analysis and input collected was utilized to develop ideas for changes to the Department that will help support residents and address their needs into the future. This will serve as a guide for the City's elected officials and the public to conceive and define the future direction of the Department and used as a tool by the staff to accomplish the goals and objectives of the Plan. The Department anticipates continuing its program of renovating and updating parks, structures, playgrounds, and general infrastructure as well as meeting the changing open space and recreation needs of their residents.

The recommendations that follow are focused on how to address both existing and future deficiencies and have been developed as a result of the park/facility inventory and assessment, community visioning, program analysis, and meetings with Department staff and the public. Many influences will have an impact on the success of this plan including funding availability, staff buy-in, and political and community support. These factors will play significant roles in the implementation process. Due to a constantly changing society, including demographics and economics and evolving recreation trends, it is recommended the Department perform an annual review of the recommendations.

Completion of the Comprehensive Master Plan is only the first step of the "road-map" for the next fifteen years. As identified below, the following steps should be undertaken as the process of implementation begins.

Level of Service Analysis

Level of Service (LOS) measurements evaluate how parks, open spaces, trails, and facilities in Bloomington serve the community. They may be used to benchmark current conditions and to direct future planning efforts.

Why Level of Service?

Level of Service may be defined as the extent to which a recreation system provides residents access to recreational assets and amenities. It indicates the ability of people to connect with nature and pursue active lifestyles. It can have implications for health and wellness, the local economy, and quality of life. Further, LOS for a park and recreation system tends to reflect community values. It is often emblematic of the manner and extent to which people are connected to their communities and lifestyles focused on outdoor recreation and healthy living.

GRASP® Analysis

GRASP® (Geo-referenced Amenities Standards Process) is the proprietary name for an approach that has been utilized in more than one hundred communities across the country to evaluate LOS for park and recreation systems. With GRASP®, information from the inventory of parks and facilities described in **Section III** was used in conjunction with Geographic Information Systems (GIS) software to produce analytic maps and data that show the current status of park and recreation services across the community's geographic area.

An analytical technique known as **GRASP® (Geo-Referenced Amenities Standard Process)** was used to analyze Level of Service provided by assets in Bloomington. This proprietary process, used exclusively by Design Concepts and GreenPlay, yields analytical maps and data that may be used to examine access to recreation across a study area. A detailed history and description of GRASP® Methodology may be found in the **Appendix A**.

Perspectives

Maps and data quantifications produced using the GRASP® methodology are known as *perspectives*. Each perspective is a model of how service is being provided across the study area. The model can be further analyzed to derive statistical information about service in a variety of ways. Maps are utilized along with tables and charts to provide benchmarks or insights a community may use to determine its success in providing services. Perspective maps and charts were produced by applying the GRASP® process to the Bloomington inventory. Further discussion on Perspectives and other GRASP® terminology can be found in **Appendix A**.

Types of Perspectives

The LOS offered by a park or other feature is a function of two main variables: what is available there and how easy it is for a user to get to it. The inventory performed with the GRASP®-IT tool provided a detailed accounting of what is available at any given location, and GIS was used to measure its accessibility to residents across the community. People use a variety of transit modes to reach a recreation destination: on foot, on a bike, in a car, via public transportation, or some combination of these or other alternatives. Different travel modes have varying travel distances and times associated with them. In GRASP® Perspectives this variability is accounted for by analyzing multiple travel distances (referred to as *catchment areas*) from which a given feature might be reached. Two different travel distances were used to produce two distinct types of Perspectives for examining the park system:

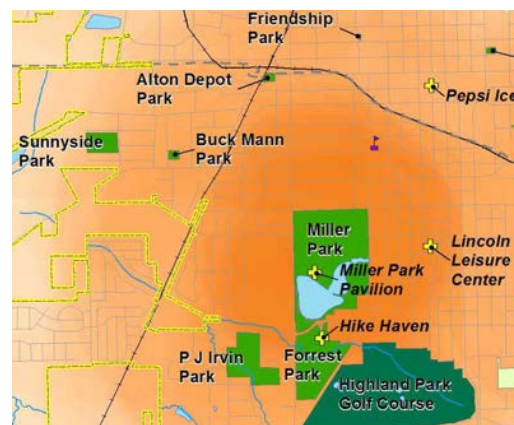
1. Neighborhood Access
2. Walkable Access

A **Neighborhood Access** perspective uses a travel distance of one mile to the inventory. This is assumed to be a suitable distance for a bike ride or short drive in a car, or perhaps a longer walk. This catchment is intended to capture users travelling from home or elsewhere to a park or facility by way of bike, bus, or automobile.

A **Walkable Access** perspective uses a shorter catchment distance intended to capture users within a fifteen-minute walk. This distance can range from as short as 1/4 mile to as far as 1/2 mile depending on the study area. **For Bloomington a 1/2-mile walkability catchment area was used.** See **Appendix A** for further discussion on walkability standards.

For each perspective, the defined catchment area is plotted with GIS around each feature and assigned a value using information from the inventory. When catchment areas for a set of features is combined into one overlay map, a shaded map results, with the shade at any given location representing the cumulative value of all features considered accessible from that location.

GRASP® Level of Service perspectives use overlapping catchment areas to yield a “heat map” that provides a measurement of LOS for any location within a study area. Orange shades represent the variation in LOS values across the map.

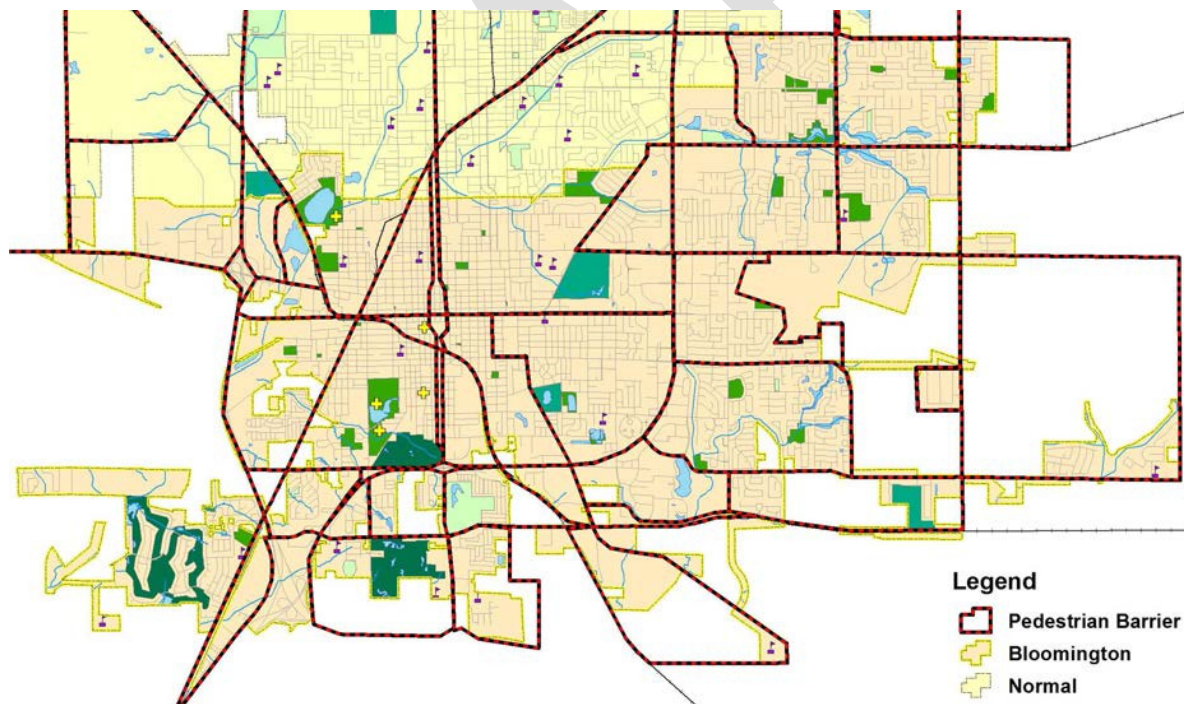


Assumptions

1. Proximity relates to access. A feature within a specified distance of a given location is considered “accessible” from that location.” “Access” in this analysis does not refer to access as defined in the Americans with Disabilities Act (ADA).
2. Neighborhood Access relates to proximity of 1 mile, a reasonable distance for a drive in a car or by bicycle.
3. Walkable Access relates to proximity of 1/2 mile, a reasonable distance attainable by walking 15 minutes.
4. Walkable access to recreation is affected by barriers, obstacles to free and easy travel on foot.
5. The LOS at any given point on the map has a value that is the cumulative value of all features that are considered accessible from that location.

Pedestrian Barriers

Walkability can be limited by environmental barriers. Several such disruptions to walkable access are created by freeways, highways, major roads, and railroads within Bloomington. To account for this, walkability service areas in the Level of Service analysis have been “cut-off” by identified barriers where applicable. Zones created by identified barriers, displayed as distinct colors in the image below, serve as discrete areas of Bloomington within which any facilities are accessible without crossing a major street or other barrier. Various shades of green parcels represent existing parks, and open space while flag symbols indicate school locations.

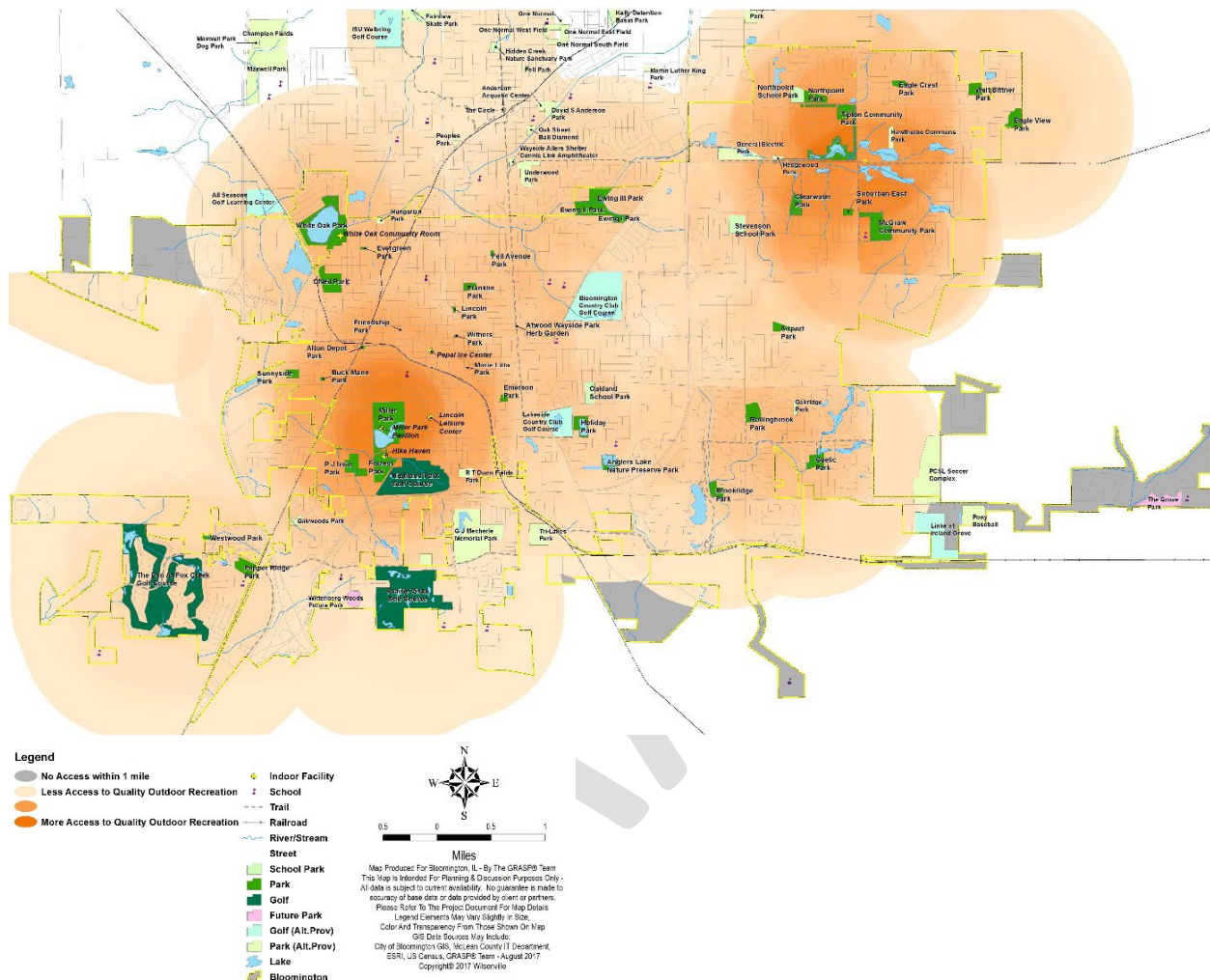


Walkability barriers were used to “cut-off” service areas where applicable.

Neighborhood Access to Outdoor Recreation (Map Series C)

A “heat map” was created to examine Neighborhood Access to Outdoor Recreation Opportunities. This map shows where there are more or fewer recreation assets available based on a one-mile service area. In general, this map also shows that Bloomington has good distribution of parks and outdoor facilities. Access to recreation is more limited at the edges of Bloomington.

Figure 3: Neighborhood Access to Outdoor Recreation



Areas of higher concentration are notable in northeast Bloomington and near Tipton Community Park and southwest near Miller Park. For example, the highest GRASP® value area (701.5) is located adjacent to Tipton Community Park. From this location, a resident has access to 92 outdoor recreation components in 8 different parks, 18 components at 3 other park or recreation locations (alternative providers), one school, and many of the available trails within one mile of home.

Further analysis of this perspective indicates that essentially all (93%) of Bloomington is within one mile of a recreation opportunity. Various statistics can be found in **Table 4**.

Table 4: Map statistics

	A	B	C	D	E
	Percent of Total City with LOS	GRASP® Value Range	Average LOS per Acre Served	Avg. LOS Per Acre/Population per acre	GRASP® Index
Bloomington	93%	0 to 702	204	45	19

Column A: Shows the percentage of the city that has at least some service (LOS >0). One hundred percent coverage is rarely seen in GRASP® analysis. There are scenarios where it is appropriate to not have this type of access – for example, industrial districts or areas where there is no residential population, therefore the 93 percent should be considered a high value.

Column B: For any location on the map there is a numerical value that corresponds to the shade of orange shown. This is called the GRASP® value and results from the overlay or summation of the scores of all components accessible from that particular location. Values for different locations on the map can be compared to one another, so a person in a location with a high value (darker orange) has greater access to quality recreation opportunities than a person in a lower value (lighter orange) area. Bloomington GRASP® values range from a low of zero to a high of 702.

Column C: Shows a value of 204 as the average GRASP® value for the total area. This is very similar to the average of 208 for similar sized cities, as shown in **Table 5**, these agencies have completed GRASP® analysis and allow for direct comparison.

Column D: Shows the results of dividing the number from Column C by the population density of the area. Compared to communities of similar total population for which GRASP® data is available, Bloomington's population density is above average for the similar cities. Bloomington's score of 45 ranks in the bottom half in the list of similar communities. This would indicate that while in general the LOS is high there are potentially greater numbers of people using the parks and facilities and therefore a need for this higher LOS.

Column E: The GRASP® Index, essentially the GRASP® value per capita, involves dividing the total value of all the components in the system by the population of Bloomington. These last two numbers (column C & D) differ in two ways. First, the GRASP® Index does not factor in population density. Second, the GRASP® Index is derived only using components within the city limits and does not account for parks residents may access outside those limits. Bloomington is in the top half of other similar cities in the comparison.

GRASP® Comparative Data

Table 5 provides comparative data from other communities of similar population to Bloomington across the country. Because every community is unique, there are no standards or “correct” numbers for these, however, there are several interesting similarities and differences when making these comparisons. It is useful to note that several of the study areas were significantly larger than the Bloomington study area while the others were similar in size although at 4,858 acres, Bloomington is the smallest in the list. Bloomington ranks below the average in both, the total number of components and in the total number of parks or facilities in the system. One interesting comparison may be in the average number of components per site and average score per site. Bloomington is most like the GRASP surveyed communities of Post Falls, ID, Windsor, CO and Golden, CO. These upper range numbers would indicate a system that tends to have a good mix of “Community Parks” and “Neighborhood Parks” but perhaps tends toward larger park development as opposed to concentrating on small neighborhood parks. The 93% area coverage would indicate that parks are well distributed throughout the City of Bloomington.

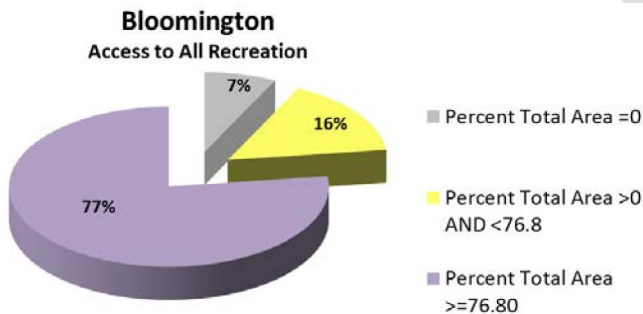
Table 5: GRASP® Comparative Data

State	City	Year	Population	Study Area Size (Acres)	# of Sites (Parks, Facilities, etc.)	Total # of Components	Avg. # Components per Site	Total GRASP® Value (Entire System)	GRASP® Index	Avg. Score/ Site	% of Total w/ LOS ≥ 0	Avg. LOS per Acre Served	Number of Components per Population (in 1,000's)	Average LOS/POP Den per Acre	Population Density (per acre)	% of Population with Threshold Access	% of Population with Walkable Threshold Access	People per 1,000 People per Park	Park per 1,000 People
IL	Lisle	2005	32,200	6,239	39	171.5	4.4	734	23	18.8	100%	282.0	5	51	5.2			826	1.21
MO	Liberty	2013	55,041	53,161	39	298	7.6	607	11	15.6	57%	107	5	102	1.1			1437	0.70
CA	Encinitas	2016	61,518	13,339	63	439	7.0	1931	31	31	97%	252	7	55	4.6	NA	63%	976	1.02
IN	Bloomington	2007	72,032	15,001	45	258	5.7	2125	30	47.2	99%	197.4	4	41	4.8			1601	0.62
IL	Arlington Heights PD	2015	72,465	9,883	57	348	6.1	2078	29	36.5	100%	353	5	48.1	7.3	100%	64%	1271	0.79
NC	Asheville	2007	75,948	27,027	58	378	6.5	1043	14	18.0	77%	322.9	5	115	2.8			1309	0.76
IL	Bloomington	2017	79,998	17,399	42	312	7.4	1515	19	36.1	93%	204	4	45	4.5	93%	55%	1905	0.53
ID	Meridian	2015	94,289	18,159	21	207*	9.9*	1947	18	52.1	98%	196	2	37.8	5.2	NA	50%	4490	0.22
FL	Winter Haven	2007	100,000	42,191	31	230	7.4	328	3	10.6	37%	175	2	74	2.4			3226	0.31
TX	Pearland	2015	101,900	30,468	21	164	7.8	1556	15	74.1	85%	162	2	55.4	2.9	NA	50%	4852	0.21
IL	Plainfield Park District	2015	106,938	29,405	89	350	3.9	1766	17	50.4	95%	60	3	17	3.6	NA	34%	1202	0.83

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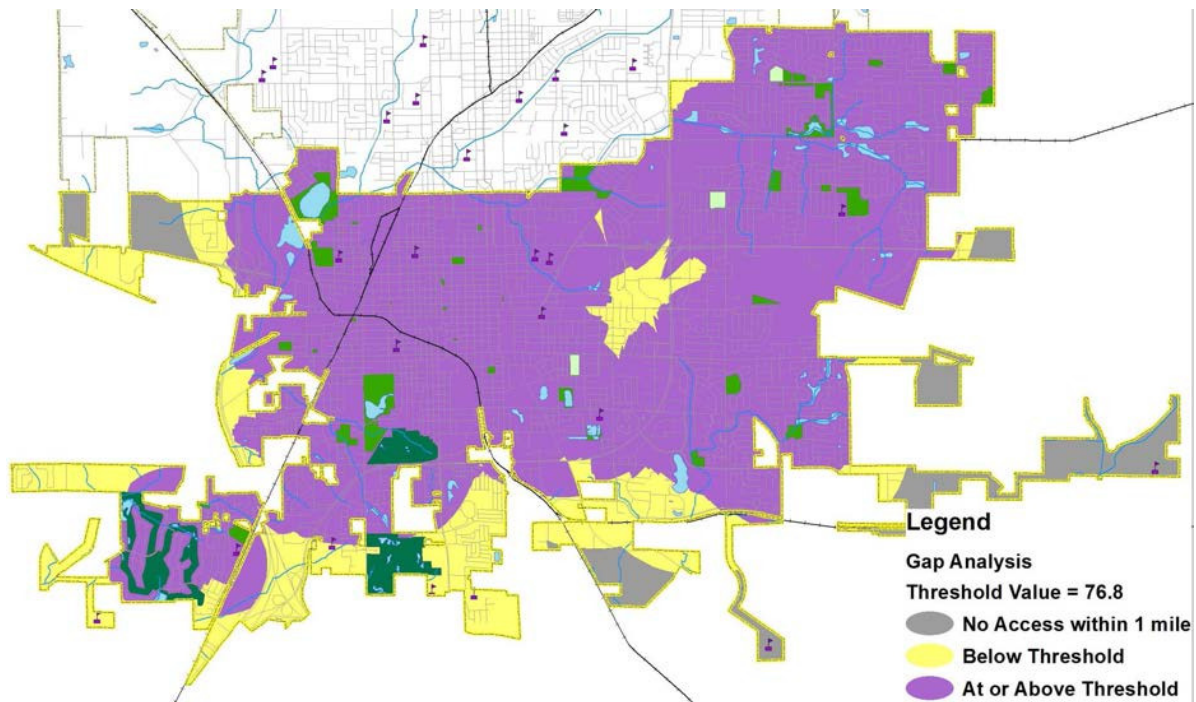
The orange shading in the maps allows for a quick understanding of how LOS is distributed across the city. It is not intended to show where LOS is adequate or inadequate, but that information can be derived from the map using GIS. First, what constitutes an adequate level of service for Bloomington residents must be determined. This was done by selecting a representative park for neighborhood access and a trail, which totaled a value of 76.8 on the GRASP® scale. This is known as the **threshold** score for Bloomington. GIS was used to show where LOS is above or below the threshold value. In **Figure 4**, areas shown in purple have LOS that exceeds the threshold value of 76.8. Seventy-seven percent (77%) of Bloomington's land area falls above the threshold and only 16 percent of the City fall below it. Seven percent (7%) of Bloomington has no service within one mile. It should be noted that some of those gray (no service areas) are not residential and therefore no access is needed.

A minimum standard for service, also called a **threshold**, relates to a "typical" neighborhood park. A score of 76.8 was used to determine this threshold value. This relates to a representative park in Bloomington and access to an off-street trail. Fell Avenue Park in northcentral Bloomington is a nicely designed and maintained 1-acre park situated in the middle of a neighborhood. This park provides a local playground, half-court basketball and small shelter and open turf.



Neighborhood access to assets based on the percentage of land within the city boundary that scores above threshold (purple) or below threshold (yellow) respectively.

Figure 4: Neighborhood Gap Analysis



The gap analysis indicates that in general, residents have good one-mile access to recreation opportunities, as most developed residential areas of Bloomington meet or exceed the threshold value. There are some developed areas towards the edges of Bloomington that fall below the threshold. Service in this area is limited and residents must travel beyond the one-mile distance or cross pedestrian barriers for additional recreation opportunities.

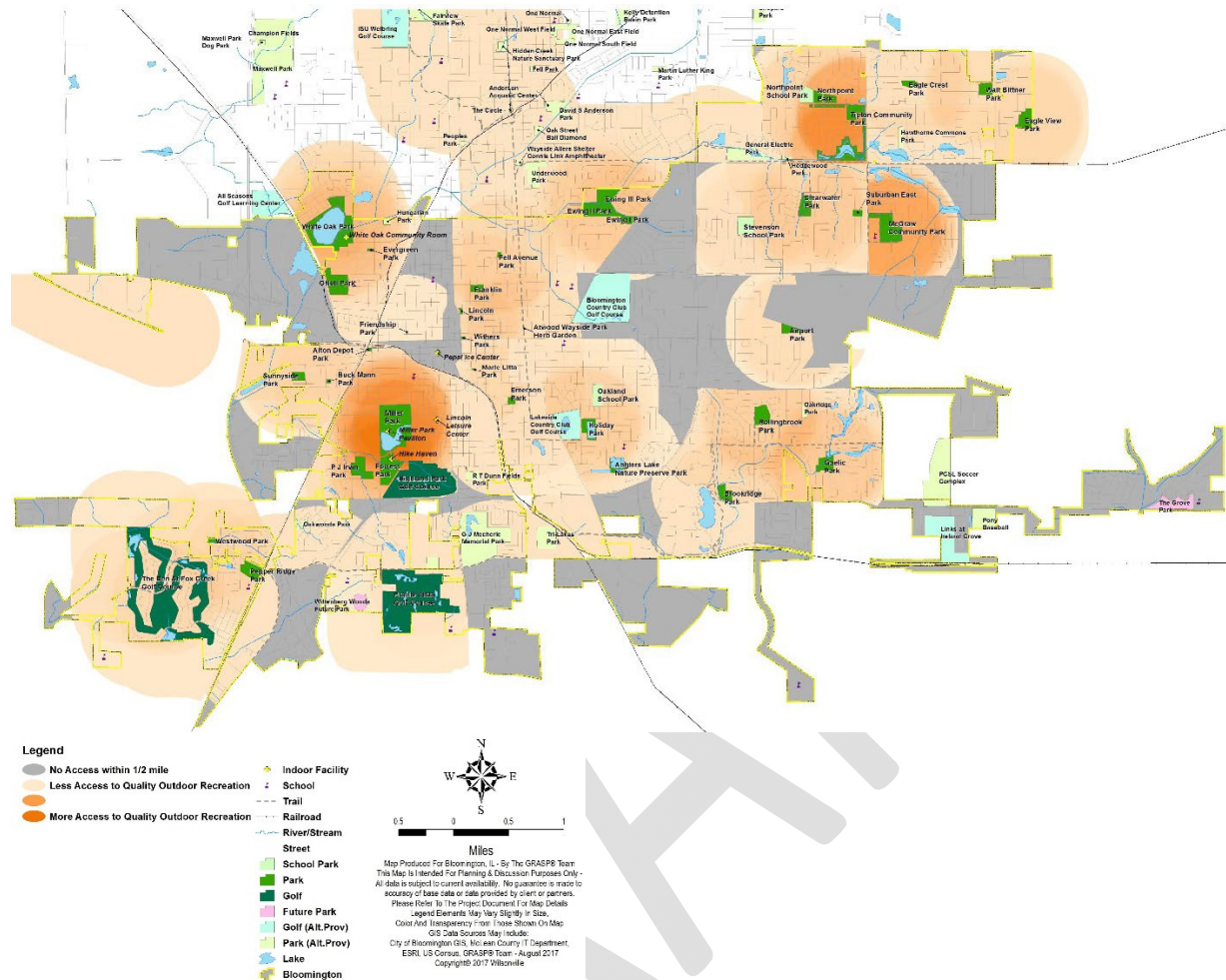
Walkable Access To Recreation (Map Series D)

For the walkable level of service analysis, **pedestrian barriers** such as major streets, highways, and railroads were factored into the analysis.

Map D, which is shown in **Figure 5** measures access to recreation components by walking. One-half mile catchment radii have been placed around each component and shaded according to the component's GRASP® score. Scores are doubled within this catchment to reflect the added value of walkable proximity, allowing direct comparisons to be made between neighborhood access and walkable access.

Walkability is a measure of how user-friendly an area is to people travelling on foot. A walkable environment benefits a community in many ways related to public health, social equity, and the local economy. Many factors influence walkability and include the presence or absence and quality of footpaths, sidewalks or other pedestrian rights-of-way, traffic and road conditions, land use patterns, and public safety considerations among others. Walkability is an important aspect of **recreational connectivity**, the extent to which recreation opportunities in a community are physically linked to allow for easy and enjoyable travel between them.

Figure 5: Walkable Access to Outdoor Recreation



The analysis is intended to show the LOS available across Bloomington based on a fifteen-minute walk. This map indicates that the greatest concentration of access to recreation assets are in the northeast near Tipton Park and the southwest near Miller Park. As this walkability analysis accounts for pedestrian barriers, levels of service are notably truncated in many areas such as along Veterans Parkway, the railroad or other major streets.

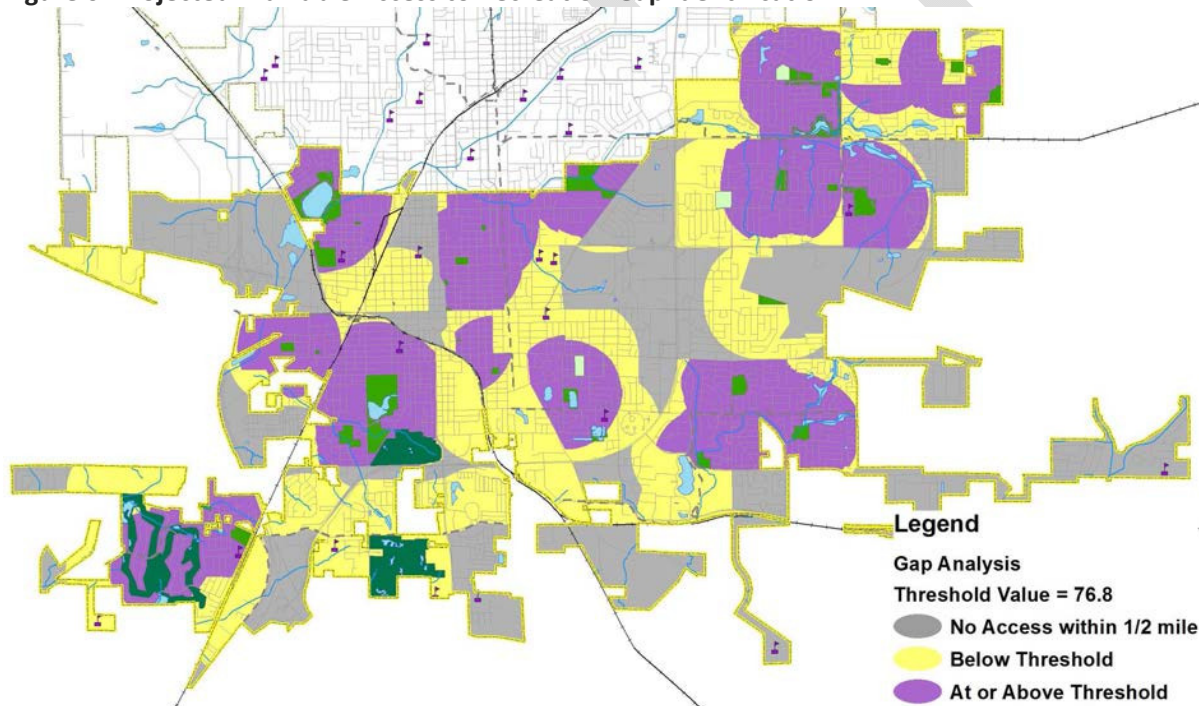
The following table shows the statistical information derived from perspective **Walkable Access to Recreation** analysis.

Table 6: Statistics for Map D

	A	B	C	D
	Percent of Total with LOS	GRASP® Value Range	Average LOS per Acre Served	Avg. LOS Per Acre/Population per acre
Bloomington	68%	0 to 581	111	25

The numbers in each column are derived as described in the explanation for the neighborhood access. The GRASP® Index is not applicable to walkability analysis. LOS value for a person who must walk to assets is about half of that for someone who can drive. The GRASP® value range of 0 to 581 indicates that there are portions of Bloomington with a very high level of service compared to other portions. The highest value is found just southeast of Miller Park. A resident in this area can walk to 48 different components in four parks, as well as three indoor facilities.

Figure 6: Projected Walkable Access to Recreation Gap Identification.

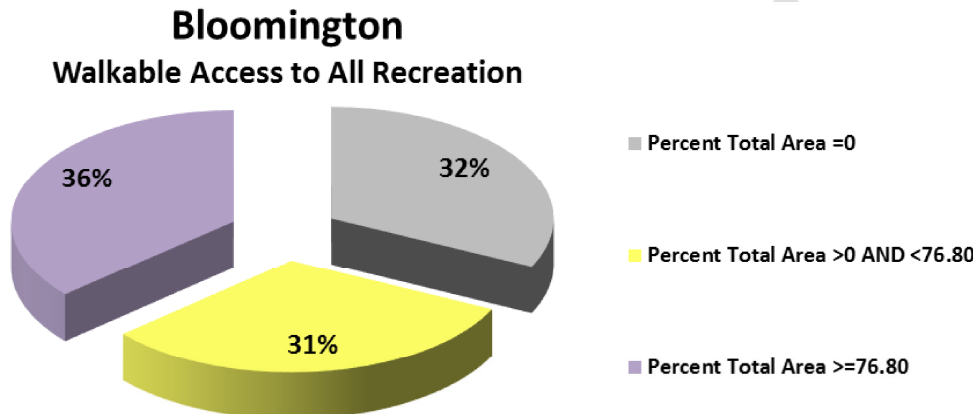


The threshold analysis for walkability uses the same threshold value that was used for the Neighborhood analysis. Purple areas indicate where walkable LOS meets or exceeds the threshold. Areas shown in yellow on the map can be considered areas of opportunity. These are areas where land and assets are currently available but do not provide the threshold value. It may be possible to improve the LOS value in such areas by improving the quantity and quality of features in existing parks without the need to acquire new lands or develop new parks. Another option might be to address pedestrian barriers in the immediate area.

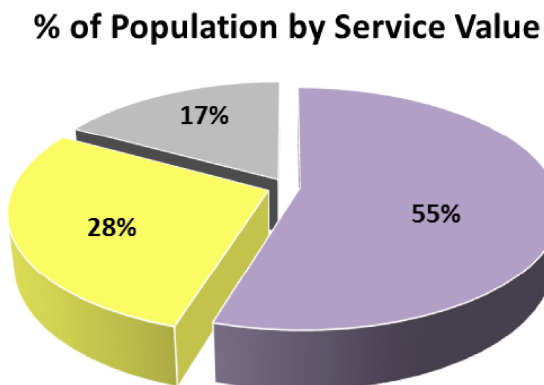
The following diagrams compare walkable level of service coverage based on:

- a) percentage of the land within the city boundary
- b) the percentage of the city's total population

A comparison of the two pie charts shows that while 36 percent of all land within the City boundary meets or exceeds the threshold, 55 percent of the City's population has walkable service at or above the threshold. This may be due to areas with high walkable LOS in the city tend to be those with greater populations. In the ideal situation, assets would be located where the most people can benefit from them.



Walkable access to assets based on the percentage of land within the city boundary that scores above threshold (purple) or below threshold (yellow) respectively.



Walkable access to assets based on population. This chart displays level of service based on where people live. It was produced using the walkable level of service data shown in *Projected Walkable Access to Recreation Gap Identification*, and uses population data presented previously on page 37.

More on Utilizing GRASP® Perspectives

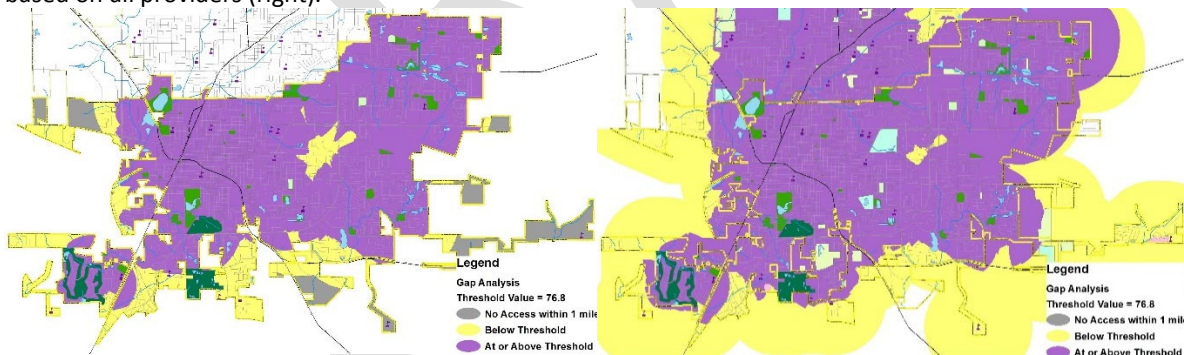
GRASP® perspectives are used to evaluate Level of Service throughout a community from various points of view. Their purpose is to reveal Level of Service gaps and provide a metric to use in understanding a recreation system. However, it is not necessarily beneficial for all parts of the community to score equally in the analyses. Desired Level of Service for a particular location should depend on the type of service being analyzed, the characteristics of the particular location, and other factors such as community need, population growth forecasts, and land use issues.

Commercial, institutional, and industrial areas might reasonably be expected to have lower Levels of Service for parks and recreation opportunities than residential areas. Levels of Service in high density or low-density areas may also vary appropriately.

Used in conjunction with other assessment tools such as community needs surveys and a public input process, perspectives can be used to determine if current levels of service are appropriate in each location. Plans can then be developed that provide similar levels of service to new, developing neighborhoods. Or it may be determined that different Levels of Service are adequate or suitable and therefore a new set of criteria may be utilized that differs from existing community patterns to reflect these distinctions.

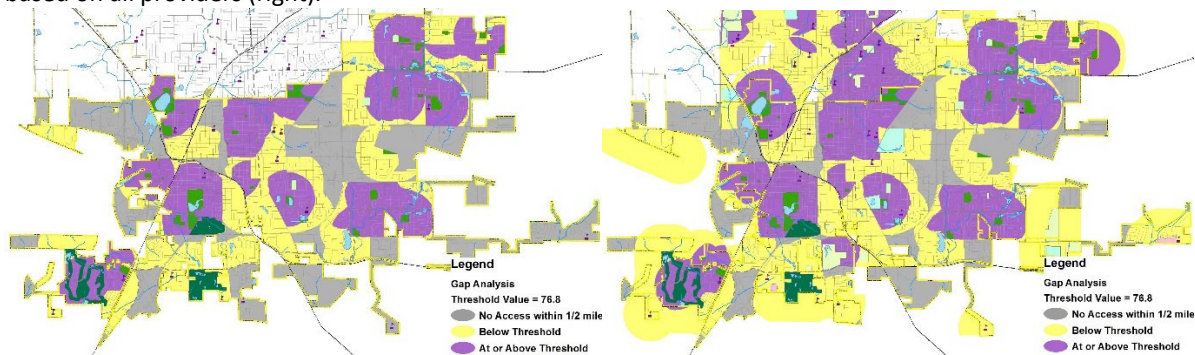
GRASP® Level of Service analysis perspectives are intended to focus attention on gap areas for further scrutiny but must be considered with other such factors in mind. Alternative providers also can have a significant impact of access to recreation opportunities. Using data gathered on alternative providers and similar analysis, many of the potential gap areas identified previously are less significant. Many of the areas without service provided by the City of Bloomington appear to have at least some recreation opportunities provided by an alternative provider although access and quality of these parks may vary greatly.

Comparison of one-mile threshold access based on Bloomington provision (left) and one-mile threshold access based on all providers (right).



Walkable access can also be impacted by alternative providers. In the following image comparison, areas of no service are significantly reduced by access to alternative providers.

Comparison of 1/2-mile threshold access based on Bloomington provision (left) and 1/2-mile threshold access based on all providers (right).



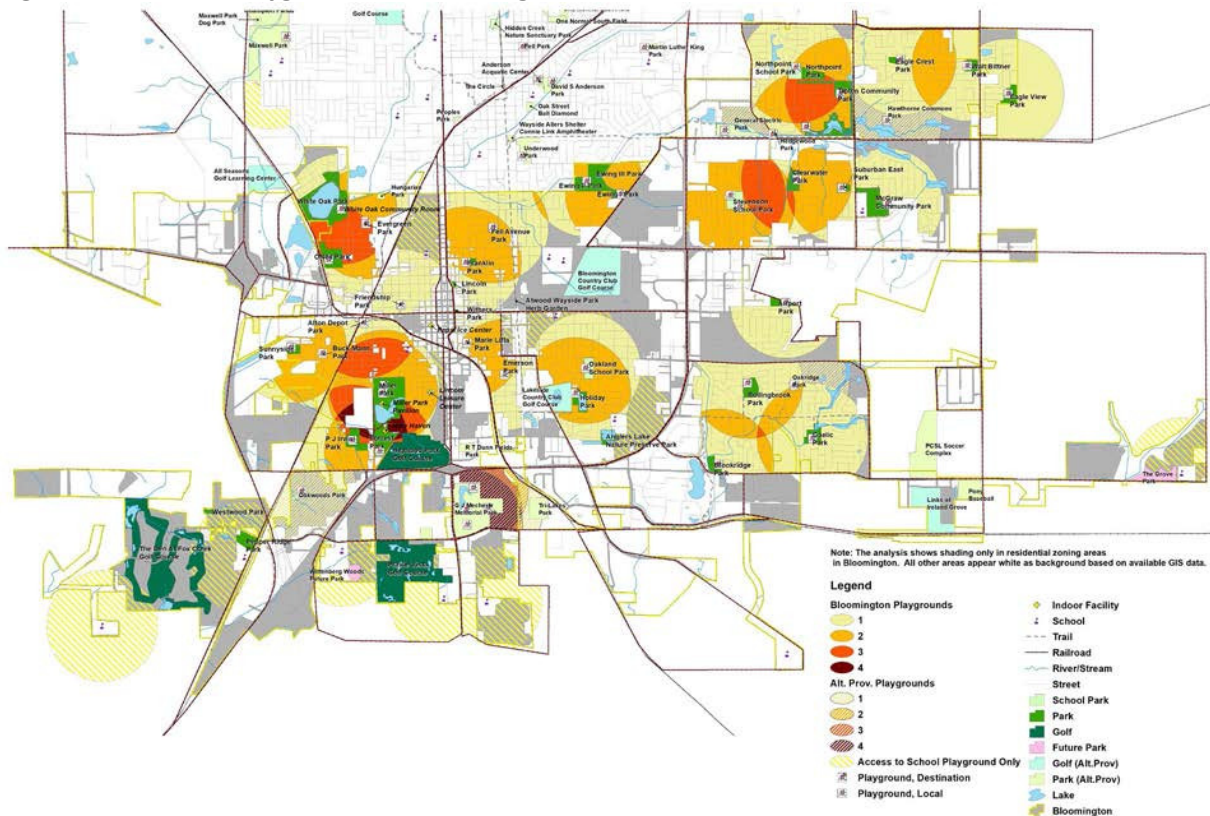
Other Types of Analysis

Traditional analyses used to evaluate recreational Level of Service are also valuable. A few of these are discussed below.

Access to Playgrounds

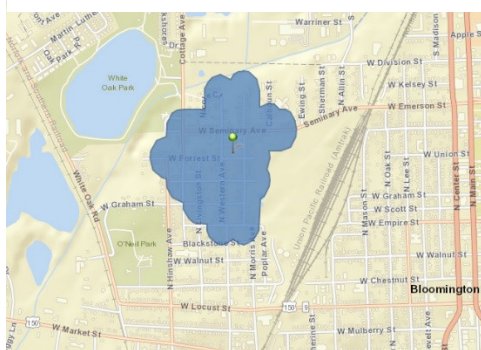
Most children in Bloomington, 77 percent of kids under 14, are within a 15-minute walk of a playground. In fact, in some instances there is overlap of playgrounds provided by the City of Bloomington. In other cases, playground access is limited to an alternative provider such as State Farm Park or a neighborhood school which may have limited or no public access. The following image illustrates playground distribution and quantity across Bloomington.

Figure 7: Access to Playgrounds in Bloomington



This map shows Access to Playgrounds in Bloomington. Areas served by a playground are indicated by different shading according to quantity and ownership. Only residential zoning areas shown with shading or hatching. All other zoning shown with white background for purposes of this analysis.

Figure 8: 5-minute walk to Evergreen Park playground example



In **Figure 7**, areas such as near Brookridge Park, Rollingbrook Park, and Gaelic Park provides nearly ideal playground access: good distribution but minimal overlap within the neighborhood. In other locations such as near Clearwater Park, Suburban East Park and McGraw Community Park there is possibly duplication of service. A cluster also exists near White Oak Park, Evergreen Park and O'Neil Park. In this case the playground at Evergreen Park directly serves a multi-family housing complex. Additional analysis shows that there are possibly a hundred children under the age of 14 within a five-minute walk of the Evergreen Park playground while nearly 300 live within a half mile radius.

Each situation deserves individual discussion and vetting before ultimately a decision to move or remove a duplicate playground is made.

Repurposing Park and Amenities

Due to the current circumstances in the area, the Department may need to consider repurposing parks. This could include repurposing certain parks to accommodate a lower level of service or a lower component score, redeveloping the space to accommodate a different City or public service, selling the available land at a market value for development.

The decision to repurpose a park or components is not an easy one with no “right” answer. In order to make the best decision, the Department should consider a wide variety of variables. These include:

- The walkable access of the area
- The components within the park being repurposed
- The overall level of service to the area
- The demographics within a given range of the park
- Overall budget impact (maintenance and capital)

If parks or components are repurposed, the Department needs to ensure that the overall level of service provided in the community and to the neighborhood do not decrease below an adequate or desired level.

Trailshed Analysis

An important part of any park system is the access to trails. Bloomington trails show an ongoing emphasis on expansion and system connectivity in terms of access to the Constitution Trail network and all of its branches and spurs.

Figure 10: Existing Trail System

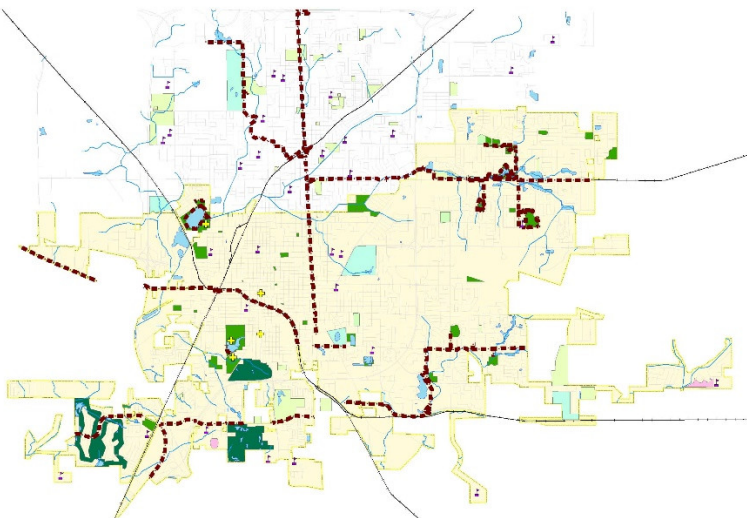
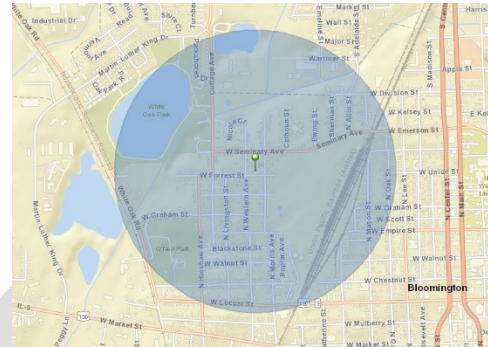


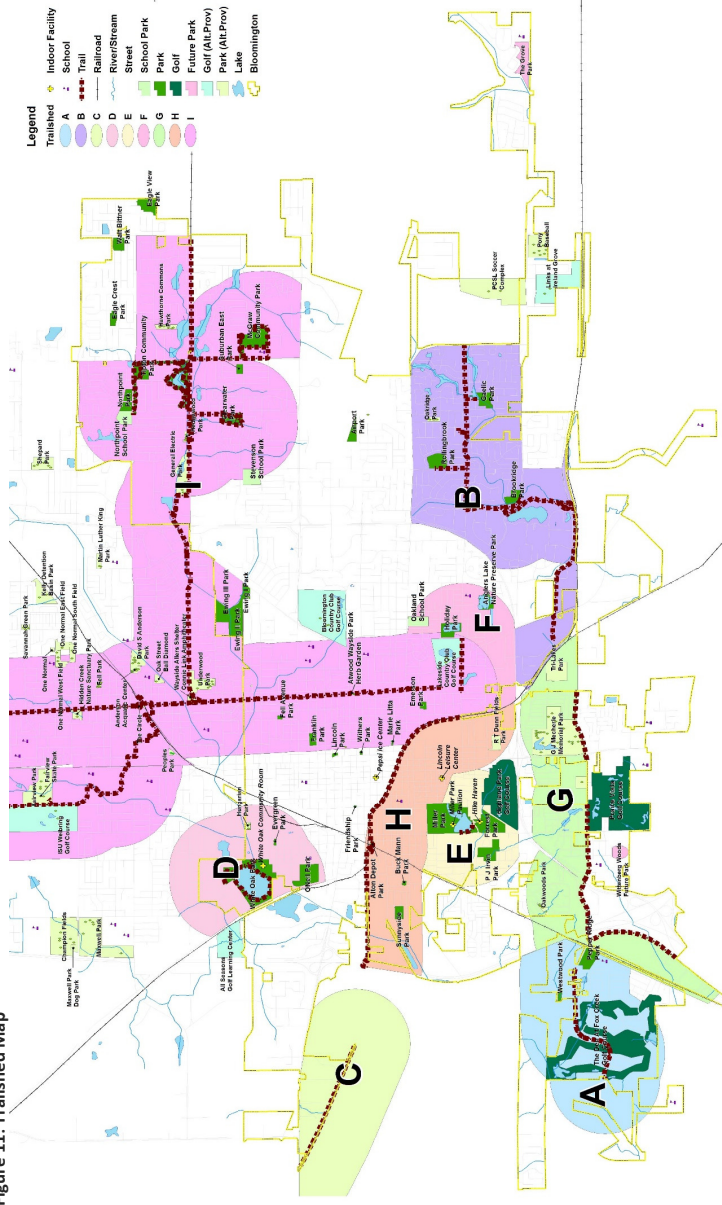
Figure 9: Half-Mile Radius of Evergreen Park Playground



For the purposes of this study, access to a trail is defined as ½ mile proximity to any portion of a trail; therefore, a trailshed includes a ½ mile of the centerline of a trail. Based on this definition any facility located within that ½ mile catchment area is afforded connection or access via that trail. While trails may have different names, a trailshed may be made up of several different trails that are ultimately connected and create a continuous corridor of travel. A good example of this is the “Illinois Central,” “Bloomer Line” and “Collegiate” which together create trailshed “1” on the following map. Bloomington has numerous trailsheds as noted by the variety of different color used in the mapping and table. A trailshed analysis is one way of looking at a trail system and its connectivity to other recreational opportunities within a system.

DRAFT

Figure 11: Trailsheds Map



A trailshed analysis also includes tabular data or a table, which details the facilities and components within the existing system that are serviced by each trailshed. City of Bloomington and Town of Normal have made great strides in trail development and the goal continues to be a well-connected community. In this example we see that from Trailshed "I", a person can access 118 components in 16 Bloomington parks, 13 schools and 25 other parks. Connecting two or more trailsheds increases this connectivity and the number of facilities or components accessible to users. For example, connecting the "interurban" trail (Trailshed H) with "Illinois Central" (Trailshed I) trail would add an additional 18 components, 4 parks, the Lincoln Leisure Center and RT Dunn Fields to the trailshed. In the ultimate system a single color would indicate complete connectivity. A larger version of this table is available in the Appendix.

Trailshed	Bloomington Locations	Bloomington Components	Bloomington Indoor Facilities	Schools	Other Providers Locations	Other Provider Components
A	3	9	0	2	1	5
B	3	37	0	0	1	5
C	0	0	0	0	0	0
D	3	25	1	1	1	3
E	4	41	2	0	0	0
F	3	15	0	1	0	0
G	2	0	0	0	4	49
H	4	18	1	1	1	1
I	16	118	0	13	25	91

Capacities Analysis

One of the traditional tools for evaluating service for parks and recreation is the capacity analysis, which compares the quantity of assets to population and projects future needs based on providing the same ratio of components per population (i.e. as population grows over time, components may need to be added to maintain the same ratio). **Table 7** shows the current capacities for selected components in Bloomington. This table can be used in conjunction with other information, such as input from focus groups, staff, and the general public, to determine if the current capacities are adequate or not for specific components.

Table 7: Bloomington Capacities

The capacity table can also be used to project future facility needs based on population growth, if:

- the future population's interests and behaviors are the same as today's, and
- that today's capacities are in line with today's needs.

The capacities table is based on the quantity of assets without regard to distribution, quality or functionality. Higher LOS is achieved only by adding assets, regardless of the location, condition or quality of those assets. In theory, the LOS provided by assets should be based on their location and quality as well as their quantity, which is why this table should be used with discretion, and only in combination with the other analyses presented here.

		Aquatics, Spray Pad	Basketball Court	Basketball, Practice	Diamond Field	Diamond Field, Practice	Loop Walk	Natural Area	Open Turf	Pickleball Court	Picnic Ground	Playgrounds (All Sizes)	Rectangular Field (All Sizes)	Shelter (All Sizes)	Skate Park	Tennis Court	Volleyball Court
INVENTORY																	
Bloomington Parks		4	5	37	24	7	8	10	30	8	6	34	19	37	1	18	2
CURRENT RATIO PER POPULATION																	
CURRENT POPULATION 2016	79,998																
Current Ratio per 1000 Population		0.05	0.06	0.46	0.30	0.09	0.10	0.13	0.38	0.10	0.08	0.43	0.24	0.46	0.01	0.23	0.03
Population per acre or component		20,000	16,000	2,162	3,333	11,428	10,000	8,000	2,667	10,000	13,333	2,353	4,210	2,162	79,998	4,444	39,999
PROJECTED POPULATION - 2021	82,636																
Total # needed to maintain current ratio of all existing facilities at projected population		4	5	38	25	7	8	10	31	8	6	35	20	38	1	19	2
Number that should be added by all providers to achieve current ratio at projected population		0	0	1	1	0	0	0	1	0	0	1	1	1	0	1	0

Table 8: Outdoor Park and Recreation Facilities – Median Population Served per Facility

2017 NRPA Agency Performance Review: Park and Recreation Agency Performance Benchmarks			
Outdoor Park and Recreation Facilities			
Outdoor Facility	Agencies Offering this Facility	Median Number of Residents per Facility	Bloomington, IL Residents per Facility
Playgrounds	90.0%	3,633	2,353
Basketball Courts	82.4%	7,080	16,000
Tennis Courts	71.5%	4,375	4,444
Diamond Fields: baseball - youth	68.4%	6,453	3,333
Diamond Fields: tee-ball	34.5%	15,439	
Diamond Fields: softball fields - youth	60.1%	8,500	
Diamond Fields: softball fields - adult	64.9%	12,468	
Diamond Fields: baseball - adult	49.2%	19,226	
Rectangular Fields: multi-purpose	64.9%	12,468	4,210
Rectangular Fields: soccer field - youth	44.8%	6,199	
Rectangular Fields: soccer field - adult	41.0%	12,226	
Rectangular Fields: football field	37.0%	26,250	
Rectangular Fields: lacrosse field	10.3%	27,332	
Rectangular Fields: cricket field	8.5%	147,500	
Rectangular Fields: field hockey field	3.7%	20,340	
* Bloomington Diamond Fields and Rectangular Fields were generally into Diamond and Rectangles			

It can also be compared to recent national statistics published by the National Recreation and Park Association in its “2017 NRPA Agency Performance Review: Park and Recreation Agency Performance Benchmarks.”

A comparison of like components from the capacity table and the National Recreation and Park Association (NRPA) report shows the following:

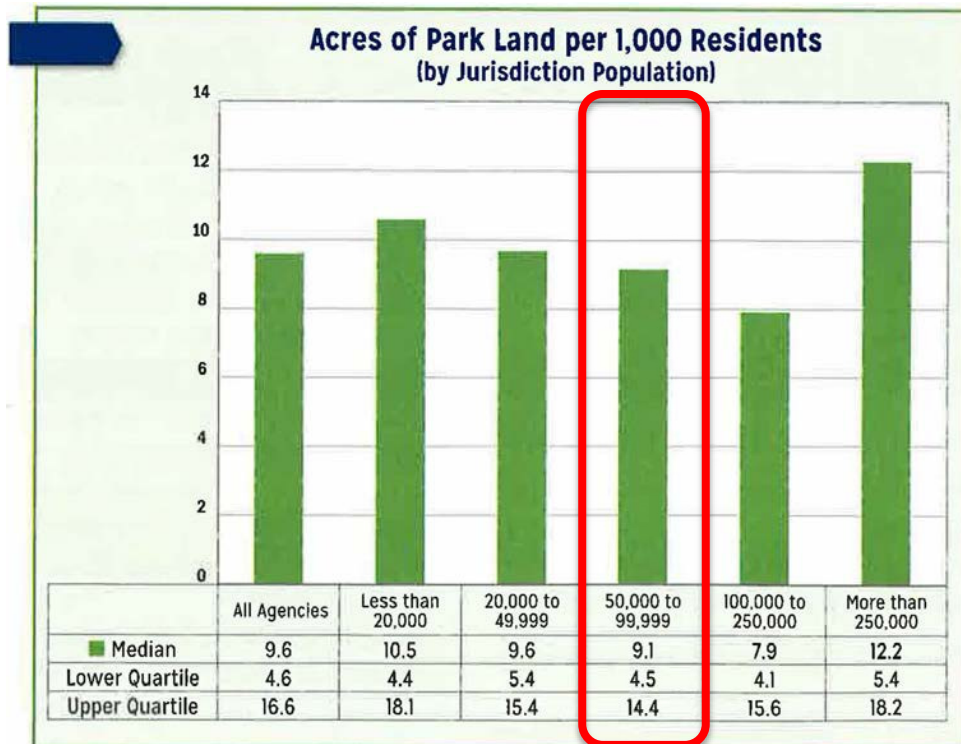
- Bloomington exceeds the median population to component ratio for diamond fields, rectangle fields and playgrounds.
- Tennis courts are very similar to the national median.
- Some confusion can also be created due to lack of information or explanation in the NRPA data. Basketball courts are a good example. If it is assumed that the NRPA data relates to full court basketball, then Bloomington falls short of the 7,080 people per court but well exceeds this ratio if one considers both full and half-court basketball (16,000 per full court or 2,162 per half court).

Similar calculations can also be made based on acres of land. **Table 9** includes all the properties included in the GIS mapping. Only current Bloomington park acreage is included in the projected need calculation. Based on this calculation, Bloomington will need 16 additional park acres to provide similar LOS based on population projections. Bloomington currently has approximately 26 acres of future parkland planned that would qualify as meeting this future park land need.

Table 9: Inventory Ratio per Population

		2017 GIS Acres #
INVENTORY		
Bloomington		491
School Parks		35
Golf Courses		457
Total		983
CURRENT RATIO PER POPULATION		
CURRENT POPULATION 2016	79,998	
Current Ratio per 1000 Population (Bloomington Parks Land only)		6.14
Population per acre (Bloomington Parks Land only)		163
PROJECTED POPULATION - 2021	82,636	
Total # needed to maintain current ratio of all existing facilities at projected population		507
<i>Number that should be added by all providers to achieve current ratio at projected population</i>		16
# current acres LOS and projected acres LOS based only on current Bloomington park lands. Does not factor in school parks, golf courses or other providers.		

Table 10: Acres of Parkland per 1,000 Residents



The capacity table also indicates that Bloomington provides approximately 6.2 acres per 1,000 people or 80 people per acre of “park.” This does not include other provider parks, golf courses, school lands or future park properties. If compared to a recent publication by NRPA in the “2017 NRPA Agency Performance Review: Park and Recreation Agency Performance Benchmarks,” **Bloomington falls below the median in acres of park land per 1,000 residents, when comparing to other similar sized cities.**

GRASP® Index

While the capacities table is based purely on the quantity of assets without regard to quality or functionality, the GRASP® Index bases community access on component quality as well as quantity.

The authors of this report have developed a tool that incorporates both quantity and quality for any given set of assets into a single indicator called the GRASP® Index. This index is a per capita ratio of the functional score per population in thousands.

The GRASP® Index can move up or down over time as either quantity or quality changes. For example, if all the playgrounds in a community are allowed to deteriorate over time, but none are added or taken away, the LOS provided by the playgrounds is decreasing.

Similarly, if all the playgrounds are replaced with new and better ones, but no additional playgrounds are added, the LOS increases even though the per-capita quantity of playgrounds did not change.

Playgrounds, for example, currently have a cumulative score of 156.1 GRASP® points and have a GRASP® Index or per capita value of 2.0. Using this ratio and population projections, by the year 2022,

Bloomington would need to provide an additional 3.1 worth of GRASP® scoring through playgrounds to maintain the current level of service per capita. This might simply be replacing or upgrading one low scoring playground identified during the inventory and assessment from “1’s” to “2’s” such as the playground at Clearwater Park. It should be noted that an increase in GRASP® score can occur through upgrades to current components, addition of new components, or a combination of upgrades and additions.

This is especially useful in communities where the sustainability of the parks and recreation system over time is important. In the past, the focus was on maintaining adequate capacity as population growth occurred. Today, many communities are reaching build-out while others have seen population growth slow. The focus in such communities has shifted to maintaining current levels of service as components age or become obsolete, or as needs change. The GRASP® Index can be used to track LOS under such conditions over time. This type of analysis only addresses current and future needs based on the assumption that the current provision is adequate. Future community outreach and engagement as well as comparative data will be useful in making this determination as the system evolves.

Table 11 shows the GRASP® Indices for the various components based on the 2016 population.

Table 11: GRASP® Community Component Index

Projected Community Components GRASP® Index 2021				
	Current Population 2016	79,998	Projected Population 2021	82,636
	Total GRASP® Community Score per component type	GRASP® score per 1000 population (GRASP® Index)	Total GRASP® score needed at projected population	Additional GRASP® score needed
Aquatics, Spray Pad	30.9	0.4	31.9	1.0
Basketball	11.0	0.1	11.4	0.4
Basketball, Practice	124.0	1.6	128.1	4.1
Diamond Field	134.5	1.7	138.9	4.4
Disc Golf	9.6	0.1	9.9	0.3
Educational Experience	44.4	0.6	45.9	1.5
Fitness Course	16.8	0.2	17.4	0.6
Loop Walks	49.8	0.6	51.4	1.6
Open Turf	141.8	1.8	146.5	4.7
Pickleball Court	24.0	0.3	24.8	0.8
Picnic Ground	40.8	0.5	42.1	1.3
Playground, all sizes	156.1	2.0	161.2	5.1
Rectangle Field, All sizes	84.9	1.1	87.7	2.8
Shelter, all sizes	175.4	2.2	181.2	5.8
Tennis	121.8	1.5	125.8	4.0
Trailhead	19.2	0.2	19.8	0.6
Water Access, (All)	58.7	0.7	60.6	1.9

More on Utilizing the GRASP® Perspectives

As needs and conditions evolve over the lifespan of this master plan, perspectives can be updated, and new, specialized ones can be generated to determine levels of service throughout the community from a variety of views. This allows this plan to be a living, flexible document. These perspectives can show a specific set of components, depict estimated travel time to services, highlight a particular geographic area, or display facilities that accommodate specific programming. Used in conjunction with other needs assessment tools (such as needs surveys and a public process), perspectives can be used to determine if current levels of service are appropriate in each location. If so, plans can then be developed that provide similar levels of service to new neighborhoods. Conversely, if it is determined that different levels of service are desired, new planning can differ from the existing community patterns to provide the desired standard.

Key Conclusions

Proximity, availability of transportation, and pedestrian barriers are relevant factors affecting Bloomington's levels of service. The provision of assets is reasonably equitable across Bloomington, especially given resident access to motorized transportation. Analysis would indicate that Bloomington is currently providing its recreation opportunities in the form of a good variety of different types of parks. Pedestrian barriers do hinder walkable access based on current parks and recreation assets.

Bloomington trails show an ongoing emphasis on expansion and system connectivity in terms of access to the Constitution Trail network and all its branches and spurs. Increasing trail connectivity will increase level of service of trails and access to parks and facilities.

The most obvious way to increase overall LOS is to add assets in any area with lower service or acquire land or develop partnerships in areas lacking current service. However, as fewer people tend to live in many of these low-service and no-service areas, a more effective approach is to increase service in areas where localized population is greater, but service is low.

GENERAL RECOMMENDATIONS

1. According to the GRASP® analysis, Bloomington's population density is above average but below average for Level of Service Per Acre/Population Per Acre. The Department should focus on providing a higher level of service within parks due to the increase of people utilizing the parks and facilities.
2. The Department should look to add variety to the City's park sites by adding new elements when parks are renovated or upgraded, such as dog parks, spraygrounds, fitness stations, pickleball, etc.
3. With the City's Planning Division, develop Site Master Plans for each park site for future implementation. The Master Plans should indicate current uses and the proposed improvements. The plans developed should explore the site as a cohesive whole and plan for all site factors, needs, and relationships to work together. The Site Master Plans will also form the basis for developing and evaluating implementation plans and budgeting improvements annually.
4. Review all existing intergovernmental agreements and update as necessary. Continue to develop partnering opportunities with the Town of Normal, the local School District(s), the McLean County Parks & Recreation Department, and local developers to further develop existing shared recreational facilities.
5. Explore the potential to develop additional inter-local agreement between the adjacent governmental entities, as well as conduct a joint planning study to determine if land and facilities could be used jointly to meet education and recreational needs. The Department should search for other partnerships, which could include private or public groups, or health/medical entities.
6. In reviewing the parks and facilities mapping, it was determined that property lines should be reviewed as they are inconsistent between the Department maps and GIS information.

7. To determine the level of improvements to be implemented annually, capital improvement budgets based on revenues sources must be established. The Department should:
 - Identify needed improvements to facilities
 - Establish estimated costs for improvements
 - Establish priorities for improvements
 - Budget for annual and long-range costs
 - Determine the need for funding sources and amounts
8. Provide quality over quantity and consider repurposing parks or components in areas of the community that are above the threshold level of service analysis. Identify key parks to become part of this plan and as those parks are taken out of the community, the Department should look to reinvest into the parks it plans to maintain. Any final decision on this topic will require approval from the City Council, as well as clear communication with neighbors and residents.
9. Continue to address non-compliance with 2010 ADA Standards for Accessible Design; the standards include requirements for all playgrounds, hard courts, pathways, spectator areas, restrooms, and programming spaces to be accessible utilizing the ADA Transition Plan completed by Recreation Accessibility Consultants, LLC, in 2009.
10. Update codes and ordinances to reflect the needed amount of parks per acre of residential land (Example: 1 acre parks/10 acres residential, or other methods based on the NRPA Park Metrics Annual Report) and amend fees as necessary.
11. Partner with the Planning Department to update GIS data sets as parks and components are upgraded, expanded, repurposed, or changed.

TRAIL AND WALKING PATH RECOMMENDATIONS

Bloomington currently provides a well-developed trails system; however, there is a need and public desire to further expand upon that system in an effort to better connect the various parks, commercial, and residential areas in the city.

1. The Department should identify new trails within the City's boundaries and maximize regional recreation opportunities by implementing new trail heads and connections to local and regional trails, such as the Constitution Trail, Route 66, Interurban, Bloomer Line, Collegiate, Southtown, and Northtown. Create connections that blend recreation opportunities with restaurants and retail opportunities for greater economic impact.

2. In addition to providing new regional trails, additional multi-use trails within parks including looped systems of varying distances for increased recreation opportunities and/or trail connections to adjacent parks should be added. Within both regional and park looped trails, include mile markers to track distances and fitness stations to encourage cardio and other fitness opportunities. Provide increased trail signage, way-finding and improved entrance access.



PARK SITE RECOMMENDATIONS

1. The Department's park system includes many park sites that are reaching their useful life, and though they are in good condition, the Department should plan to update and renovate the older sites. Parks, system-wide are generally well maintained but need updates. Engage the services of a landscape architect/park planning consultant with experience in the entire park planning process, and community familiarity or consider hiring an in-house staff member like a Parks Project Manager.
2. The Department should look to add high demand components and stay abreast of new trends in the parks and recreation industry as parks are updated and redesigned.

High demand components from the survey include:

- Explore opportunities to add Fitness Stations or Equipment
- Add canoe or kayak launches where water access is available
- Consider demand for athletic fields and loss of rectangle field access
- Consider existing and future demand for dog parks and dog off leash areas

New trending elements could include:

- Dog Parks
 - Skateboarding
 - Gathering areas and off-street spaces for farmers markets, parklets, community gardens and community orchards
 - Large spaces for events: movies in the park, festivals
 - Spraygrounds
 - New types of playgrounds, including discovery play, nature play, adventure play, and intergenerational play
 - Integrating nature into the parks
3. Existing benches and site furnishings throughout the Department are varied and aging. A standardized bench and site furnishings program should be developed and implemented throughout the park system as redevelopment occurs. This includes benches, picnic tables, bike racks, litter receptacles, player benches, bleachers, drinking fountains, and shelters.
 4. Many benches are located adjacent to existing park paths and trails but do not provide a hardened surface to access the bench. The lack of hard surface access increases maintenance, as additional mowing and trimming is required, mud holes, and bare spots can develop under the bench from foot traffic, and the benches are not accessible for the mobility challenged. When creating this standard choose durable materials that will have a long lifespan.
 5. Develop a Life-Cycle Replacement Program. If there are elements that need to be brought into compliance immediately those should take highest priority.
 6. Develop a system which will track the life-cycle of the play apparatus and associated hardscape and site furnishings. This will allow the Department to plan for the replacement and purchasing of equipment. Prepare a playground replacement program that will allow funding to be allocated in anticipation of replacement needs.
 7. Classify the following parks: Anglers Lake Nature Preserve Park (Trails/Open Space), Atwood Wayside (Trails/Open Space), Lincoln Park (Mini-Park), Westwood Park (Neighborhood Park), Withers Park (Mini-park), Wittenberg Woods Park (Neighborhood Park), Woodbury Park (Neighborhood Park), and the Grove Park (Neighborhood Park).

MAINTENANCE RECOMMENDATIONS

1. Evaluate and prioritize improvements to the condition and maintenance in all parks, to meet the needs of the community (as identified in the Master Plan Survey) and to improve the experience of park users.
2. Staff should identify additional long-term goals for improving the playing field conditions, such as underdrainage, irrigation and re-grading. These are more expensive enhancements, but will further improve the conditions of the fields, and therefore should be evaluated as part of site-specific updates to Park Master Plans and built into the capital improvement budget where feasible.

3. Establish a deferred maintenance baseline for the existing parks and facilities. This will establish any outstanding, unresolved maintenance issues for the buildings, along with associated costs. The risk with deferred maintenance is that issues can become exacerbated over time and become costlier. By identifying these items, they can be evaluated with other proposed capital improvements or maintenance activities and be appropriately planned for and programmed into budgets.
4. Continue the Tree Replacement Program: Immediate attention should be given to all trees infested with the Emerald Ash Borer.
5. Review and evaluate the amount of bluegrass which needs to be mown and maintain each year and consider creating large expanse of low-mow turf and/or native prairie and pollinator areas.

Programming Analysis

Current Circumstances

The Department offers an array of recreation programs and activities. The residents of the community benefit from a diverse option of programs that include youth and adult sports programming, community classes, special events, summer programs, arts, zoo classes and programming, and many other special interest and special event opportunities.

The city benefits from a comprehensive list of assets in regard to facilities, parks, and open space. Programs are offered through these facilities and various locations across the Bloomington area including the Lincoln Leisure Center, Bloomington Center for the Performing Arts, Pepsi Ice Center, Miller Park and Zoo, O'Neil Park, and other parks and locations in the city.

The department has a strong relationship with the community and the department is looked upon favorably with the residents of Bloomington. The City has strong relationship with other service providers and outside organizations, allowing the Department to focus on recreational programming while competitive sports programming is administered through these various entities.

While the Department is looked upon favorably in providing programs and activities to the community, there is always an opportunity for improvement to the current system. Areas that have been identified for improvement or reevaluation include service delivery to the residents and participants and improvements in marketing and communication.

Scheduling of fields is always a challenge and is an area that was identified as needing improvement. The City would benefit by continuing to review, update, and make improvements to all current and future user agreements and make a priority to address scheduling conflicts with the various users of fields and community resources. The Department would benefit from creating additional opportunities to build stronger partnerships that can promote and produce new amenities or services in this area.

Program areas that can be addressed include developing more opportunities for the young adult population, ages 25 and older. Additional special events and community gatherings were identified as areas that the community would like to see addressed. Fitness programming is needed in the community and this creates a challenge with the many private opportunities located in the area. Creating some type of fitness event or identifying community fitness opportunities can address this need. Some programs are duplicated with neighboring systems and in the private sector. Reviewing the current offerings and evaluating those duplicated services would benefit the department and could create some opportunities to expand or explore new programming with existing funding.

The Lincoln Leisure Center is a facility that is in need of attention or improvement in the near future. The facility is older and in need of many repairs and updates to handle the programming load of the City. The current space is limited and infringes on the opportunity to grow programs and meet the demand for new services requested by the residents of Bloomington. A feasibility study for a recreation center has been completed as part of the master plan process. The feasibility study illustrates the Department replacing the aging Lincoln Leisure Center with a new facility that can provide more space along with modern spaces and amenities in a centralized location to support programming for all residents.

Recreation Programs

Youth sports programming comprises a large portion of the Department's activities. The Department offers a variety of leagues and instructional programs, including soccer, basketball, volleyball, baseball, softball, swimming, and other sports programming. While the Department focuses on recreational level programming, competitive youth programs are offered through various sports organizations located in the community. Due to increased demand, available space is becoming an issue for the community and those leagues that operate competitive sports programming causing a shortage of playing fields and available space.

Adult programming is also popular in the community and with the residents. The Department provides opportunities for soccer, softball, volleyball, pickleball, and other recreational and tournament opportunities. The Department offers the majority of adult programming in the area with little to no competition from outside groups. Adult fitness classes and other special interest opportunities are available to the residents through various private organizations.

The Department also provides seniors, those 55+ opportunities for recreational activities and trips. The Miller Park Adult Center is located in the Miller Park Pavilion and offers many different classes and opportunities for physical activities, social events, and special gatherings to take place.

Arts, dance, special interest, and day camp programs are very popular with the early childhood and youth age groups. A majority of the classes and programs take advantage of the Lincoln Leisure Center and other parks and facilities in the community.

A unique aspect of the Department is the Pepsi Ice Center. The facility hosts a variety of ice skating opportunities, hockey programs and has a variety of user group agreements with outside organizations that provide recreational opportunities in competitive leagues and other programs through private organizations.

Aquatics

Aquatics programming is popular in Bloomington and the residents benefit greatly through the Department's operation of O'Neil Pool and Holiday Pool. Both pools are seasonal facilities, located in parks in the city of Bloomington. Holiday Pool is located in Holiday Park and provides the residents an opportunity for recreational swimming. O'Neil Pool is located in O'Neil Park and is a larger facility that serves the residents of Bloomington as well as visitors from surrounding communities.



The facilities strive to provide safe, clean, and supervised areas for patrons to swim and enjoy aquatic environments and programs. Swim lessons, swim team, lap swim, special events, as well as pool rentals and parties are among the many aquatic based responsibilities of the Department.

Both pools are older and in need of repair, repurposing, or replacement. O'Neil Pool is currently under consideration for improvements, along with the rest of O'Neil Park through a separate park-site master plan. O'Neil pool has the potential to not only be replaced with a new facility but also have an impact on the opportunities for the residents of Bloomington and the surrounding communities of Bloomington. Holiday Pool is an older aluminum pool that requires yearly attention to maintenance and operation. The Department would benefit by developing a short term plan that would address the aging facility and determine best use of this space whether that would be through repurposing, replacing or eliminating the pool. Both facilities provide positive programming and opportunities for the local residents the pools are popular and desired by the community.

Special Events

The Department offers a diverse selection of special events that allow the residents to enjoy the amenities of the city and take part in programs in a safe and structured environment. Through community engagement and feedback, special events in the City's parks are a highlight for many residents. Special events are looked upon favorably and feedback indicates that the residents would like to see more special events and new opportunities for community gathering.

The Department currently offers a wide array of special events that focus on youth, adult, and family events. The Department benefits by hosting events at various locations through the city; taking advantage of the zoo, parks, pools, and other community locations, such as the BCPA, Pepsi Ice Center, or golf courses.

While special events opportunities are a priority and readily available to the public, feedback was received through the survey and community engagement sessions that residents would like to see more opportunities for special events. The city would benefit by tracking the number of participants at each event, determining the impact that the event is having on the community and understanding the growth or decrease in participation on a yearly basis.

Marketing is another key aspect in getting the word out to the community and educating the residents on the different events and opportunities that are available. Partnering with outside organizations in the community is another opportunity to reach members of the community that may not be aware of the existing opportunities or are unfamiliar with the department. The current locations that host events should also be evaluated for opportunities to make improvements or add new amenities that can host larger audiences or improve the user experience (pavilion area, designated central location, electrical improvements, etc.).

PROGRAMMING RECOMMENDATIONS

1. Continue programming at the recreational level, evolve programs to meet new trends and demands.
2. Conduct full services assessment and evaluate focus of programming to determine if existing services are meeting residents' needs.
3. Review programs that are duplicated with the Service Profile.
4. Explore and address program opportunities for young adults, families 25+, and active/aging adults.
5. While considering cost, explore the need for additional Community Special Events and opportunities for community gatherings.
6. Explore opportunities to allow partnerships that create more indoor opportunities or shared outdoor opportunities to maximize programming potential (formalize partnerships/agreements).

INDOOR FACILITY RECOMMENDATIONS

1. The Department should perform a full architectural evaluation and assessment of its building facilities to evaluate each structure and function to determine ideal operations. The assessments should entail a full review of compliance with current code requirements, space requirements, and conditions. The condition of the building envelope, roof, and interiors are reviewed as part of this report, along with an opinion on the life expectancy of mechanical and electrical systems. A schematic design exercise should be undertaken to determine the scope of the corrective measures involved for the more complex issues identified within each facility.
2. The following facilities should be assessed: Lincoln Leisure Center, Pepsi Ice Center, White Oak Community Room, Miller Park Pavilion, and Hike Haven.
3. Identify what services are provided by other agencies or private recreational facilities and determine if they can fill gaps in your service or if you can provide a service they do not.

Operational/Financial Analysis

Current Circumstances

The Department staff are aware that budget constraints and available dollars are always a concern for every department in the City. The City Council must remain accountable to public demand and maintain and operate the department in manner that is the best for available dollars, while understanding the growing demand and potential projects that must be completed in order to provide the level of service expected by the City's residents and users of the system.

The Department currently operates with internal cost recovery practices that has been established by the Department Director to set a standard in establishing a percentage of costs associated with operating the department and revenue recovery offered through programming. This standard is administered and supervised by the director and communicated with the city staff and leadership.

The Department would benefit by establishing some consistent and sound budgeting practices to address deferred maintenance by creating a resource allocation and cost recovery philosophy, model, and policy that is grounded in the values, vision, and mission of the City of Bloomington. A focus should always be placed on improving and upgrading existing facilities and amenities by placing a priority and addressing low scoring components through the Capital Improvement Plan (CIP). Having these plans in place and reviewing them on a yearly basis will allow the department to insure consistency in addressing maintenance standards and cost efficiencies. The department should always look at additional funding opportunities that may be available to address renovations of existing facilities and amenities, and reuse of existing facilities and amenities.

Funding Support

There are an assortment of mechanisms that the City of Bloomington can employ to provide services and to make public improvements. Nationally, parks and recreation operating and capital development funding typically comes from conventional sources such as sales, use, and/or property tax referenda voted upon by the community. Operating funds are typically capped by legislation; may fluctuate based on the economy, public spending, or assessed valuation; and may not always keep up with inflationary factors. In the case of capital development, “borrowed funds” sunset with the completion of loan repayment, and are not available to carry-over or re-invest without voter approval.

Current Funding Sources

Through an exercise with the City of Bloomington, we have included known industry funding practices, potential sources, and strategies, as compiled by GreenPlay. The city identified Traditional Funding that they are currently utilizing or could easily utilize as well as Alternative Funding that is currently in place or could easily be used Bloomington Parks and Recreation to create the existing budgets for capital and operational expenditures.

NOTE: Not every funding mechanism on this list may be applicable. The authority to put forth referenda or institute exactions must be researched for validity within each agency’s local and state jurisdictions, as this list is comprised of the financial practices from across the nation.

Traditional Funding

The City of Bloomington currently employs a variety of traditional funding methodologies for ongoing operations/maintenance as well as capital/project related needs. These methodologies were identified through a financial analysis completed by staff.

- General or Operating Fund
- Property Tax
- Sales Tax
- Development Fees
- Daily Admission/Annual Pass Sales
- Registration Fees
- Ticket Sales/Admission

Park Lands Dedication Ordinance

Park land dedication and fees-in-lieu are common funding mechanisms across the country. Their intent is to support the growth of the community by maintaining the level of service provided in a given community. If the area which is being developed is deemed to fall within, or exceed, the overall level of service of the system then the community can accept fee-in-lieu of land dedication, which can be used for capital or development opportunities.

The Department currently utilizes an equation to formulate the dedication requirements and fees-in-lieu of a development. This methodology is adequate as long as it is held as a standard practice during when determining the impact of new developments, and the “market value” of land is updated on an annual basis. When a community begins to allow for development that does not support the growth of the system, parks and amenities will see a higher impact of use; creating a further strain on an already limited budget.

Moving forward with this planning effort, the Department would benefit by reviewing the current parkland dedication fees on an annual basis; including consideration of the GRASP® threshold analysis. The review should take into account the current definitions and fees established by the city and make adjustments as needed to encourage infill redevelopment and improving existing parks. The evaluation should consider establishing a standard price per acre for new parkland dedication that is easily defined.

Alternative Funding

In addition to traditional funding methods, there are also alternative funding sources that include a variety of different or non-conventional public sector strategies for diversifying the funding base beyond traditional tax-based support. We have included known industry funding practices, potential sources, and strategies, as compiled by GreenPlay. The City of Bloomington has identified the following as currently being used or could easily be used.

- General Obligation Bonds
- Inter-Local Agreements
- Partnership Opportunities
 - Schools
 - Chamber of Commerce
 - Convention and Visitors Bureau
 - Homeowner or Neighborhood Associations
 - Youth Sports Associations
 - Adult Sports Associations
 - Neighboring counties/cities
 - Private alternative providers
 - Churches (Rentals, Leases)
 - Professional Sports Teams/Organizations
- Community Resources
 - Advertising Sales
 - Corporate Sponsorships
 - Grant Opportunities
 - Land and Water Conservation Fund
 - Naming Rights
 - Philanthropic
 - Conservancies
 - Foundations/Gifts

- Friends Associations
- Gift Catalogs
- Volunteers/In-Kind Services
- Adopt-A-Park or Trail
- Recreational Trails Program
- Community Service Fees and Assessments
 - Development Surcharge/Fee
 - Equipment Rental
 - Flexible Fee Strategies
 - Franchise Fee on Cable
 - Parking Fee
 - Processing/Convenience Fee
 - Recreation Service Fee
 - Recreation Surcharge Fee on Sports and Entertainment Tickets, Classes, MasterCard, Visa
 - Security and Clean-Up Fees (Deposits)
 - Signage Fees
- Contractual Services
 - Merchandising Sales or Services
 - Private Concessionaires
- Permits, Licensing Rights, and Use of Collateral Assets
 - Agricultural Leases
 - Catering Permits and Services
 - Private Developers
 - Recycling Centers
 - Special Use Permits
- Funding Resources and Other Options
 - Enterprise Funds
 - Cost Avoidance
- Cost Saving Measures
 - Changing maintenance standards and practices
 - Contract renegotiation
 - Cost Avoidance
- Green Trends and Practices
 - Use electric and hybrid vehicles
 - Recycle Office Trash
 - Clean offices less frequently
 - Go Paperless
 - Conserve Resources
 - Flex Scheduling
 - Virtual Meetings
 - Preventative Maintenance
 - Reduce Driving

The Department has been provided a staff document that provides a detailed description of each funding opportunity identified in the study.

RECOMMENDATIONS

1. Determine appropriateness of partners/sponsors.
2. Explore revenues sources identified through the funding analysis.
3. Conduct full cost recovery study.

Marketing/Communication/Service Delivery Analysis

Current Circumstances

At the time of this planning process, the community seemed unaware of the service profile of the Department. Many participants were surprised to learn of the size, location, and breadth of the system within Bloomington. Much of this is due to the nature of the geographic setting of the city – dispersed neighborhoods and large roadways and railways. While the Department cannot control the layout of the city, it can take actionable steps into educating the community about the recreation resources the Department provides.

Currently, there is a perception that the level of service provided in East Bloomington is different than in West Bloomington. This doesn't seem to be the case according to some level of service markers, but what the community believes is the reality that the Department faces. Another challenge this creates is the perception that there are service gaps in the recreation profile of the city. Again, while there does seem to be ample opportunity provided by the Department, there is always an opportunity to educate the community.

Tangible action that the Department could take immediately is increasing marketing resources to help educate the community, grow participation, and increase advocacy. While the Department currently does market its services, it should look to update a strategic marketing plan that could help consolidate and streamline communication.

Like a systems plan, a marketing plan should not and cannot happen through a patchwork approach. It needs to be developed strategically, and over time. To begin to develop this strategy it is important the following steps occur:

1. Develop a consistent brand for the Department.

The Department already has a brand, or perception. The Department should define how it wants to be perceived and develop strategies that promotes the desired perception. Today, marketing has evolved from a product-focused strategy to an idea or story-focused strategy. People are connecting with brands that tell the best story and with which they identify. The Department is in a unique position by being a public agency, and as such, it already authentically represents its market.

2. Develop goals for the marketing effort as a whole.

These goals should be unique to the Department. One of the biggest mistakes made in marketing is not defining goals that promote the brand, story, and authenticity of an agency. Defining goals that are not unique to the Department will make it difficult to communicate its value to city residents and visitors.

3. Define target markets and segments.

Defining the target market for the Department goes deeper than “all of Bloomington.” Underserved portions of the community were identified in previous sections, as well as demographic segments, such as young families, which are expected to grow in the city. Focusing efforts on market segments streamlines communication, and allows the Department to communicate directly to a select group rather than having its messages muddled when trying to communicate with the city as a whole.

4. Define the goals for each channel of communication.

Due to the nature of the Department’s services, its marketing channels can take on wide-variety of forms, including:

- Recreational programming
- Events, festivals, and concerts
- Zoo services
- Pepsi Ice Center
- Bloomington Center for the Performing Arts
- Golf courses
- Environmental education and conservation
- Level of service
- Pricing
- Social media, including the website
- Print media
- Online media/video
- Mobile applications
- Online searches
- Text
- Email
- Signage/wayfinding

Each channel, and subsequent goal, should be developed with specific target markets in mind. For example, millennial populations should be engaged through fitness opportunities promoted through mobile applications.

5. Define the content guidelines for each channel.

Content guidelines should also be developed, so that messages consistently reinforce the brand, story, and goals of the marketing efforts.

6. Define evaluation methods for marketing efforts.

Lastly, evaluation methods should be based on the brand, segments, goals, and content that is unique to the Department. To establish and reinforce the Department as an authentic brand it needs to focus on evaluating its own efforts. If efforts are evaluated based on other benchmarks, the Department may inaccurately conclude the success or failure of its effort.

Each of the items above can be read as steps of where to start, meaning that if the brand of the Department is not defined, it cannot necessarily evaluate its current efforts. Or if the Department does not have a target market then it cannot evaluate its channels. Without these steps in place, marketing efforts cannot effectively be developed or evolved.

As the Department develops its communication efforts, it should look to change some of the community's perceptions.

RECOMMENDATIONS

1. Provide additional marketing resources.
2. Provide more communication about partners and programs.
3. Continue to establish platforms for outreach/feedback.
4. Continue to develop multi-cultural opportunities.
5. Evaluate scheduling of programs to accommodate a broader range of participants.
6. Address the perception, continue to provide opportunities and alleviate barriers for access from east to west.

V. Action Plan

1. Level of Service Recommendations

GENERAL		
Strategies	Primary Responsibility/ Support	Timeframe to Complete
1.1.a: According to the GRASP® analysis, Bloomington's population density is above average but below average for Level of Service Per Acre/Population Per Acre. The Department should focus on providing a higher level of service within parks due to the increase of people utilizing the parks and facilities.	Parks Administration/ City Planning/Parks Maintenance	Mid-Term
1.1.b: The Department should look to add variety to the City's park sites by adding new elements when parks are renovated or upgraded, such as dog parks, fitness stations, spraygrounds, fitness stations, pickleball, etc.	Parks Administration/ Parks Maintenance	Mid-Term
1.1.c: With the City's Planning Division, develop Site Master Plans for each park site for future implementation. The Site Master Plans should indicate current uses and the proposed improvements. The plans developed should explore the site as a cohesive whole and plan for all site factors, needs, and relationships to work together. The Site Master Plans will also form the basis for developing and evaluating implementation plans and budgeting improvements annually.	Parks Administration/ Parks Maintenance/ Community Development	Short-Term
1.1.d: Review all existing intergovernmental agreements and update as necessary. Continue to develop partnering opportunities with the Town of Normal, local School District(s), McLean County Parks & Recreation Department, and local developers to potentially share and develop recreational facilities.	Parks Administration/ Parks Maintenance/ Recreation	Ongoing
1.1.e: Develop additional inter-local agreement between the adjacent governmental entities, as well as conduct a planning study to determine if land and facilities could be used jointly to meet education and recreational needs. The Department should search for other partnerships, which could include private or public groups, or health/medical entities.	Parks Administration/ Recreation	Short-Term
1.1.f: In reviewing the parks and facilities GIS mapping, property lines should be reviewed as they are inconsistent between the Department's maps and GIS information.	Parks Administration/ Engineering	Short-Term

1.1.g: To determine the level of improvements to be implemented annually, capital improvement budgets based on revenues sources must be established. The Department should: • Identify needed improvements to facilities • Establish estimated costs for improvements • Establish priorities for improvements • Budget for annual and long-range costs • Determine the need for funding sources and amounts	Parks Administration/ Finance	Short-Term
1.1.h: Provide quality over quantity and consider repurposing parks or components in areas of the community that are above the threshold level of service analysis. Identify key parks to become part of this plan and as those parks are taken out of the community, the Department should look to reinvest into the parks it plans to maintain. Any final decision on this topic will require approval from the City Council, as well as clear communication with neighbors and residents.	Parks Administration/ City Administration	Short-Term
1.1.i: Continue to address non-compliance with 2010 ADA Standards for Accessible Design. The standards include requirements for all playgrounds, hard courts, pathways, spectator areas, restrooms, and programming spaces to be accessible; utilizing the ADA Transition Plan completed by Recreation Accessibility Consultants, LLC, in 2009.	Parks Administration/ Engineering/Parks Maintenance	Ongoing
1.1.j: Update codes and ordinances to reflect the needed amount of parks per acre of residential land (Example: 1 acre parks/10 acres residential, or other methods based on the NRPA Park Metrics Annual Report) and amend fees as necessary.	Parks Administration/ City Planning	Ongoing
1.1.k: Partner with the Planning Department to update GIS data sets as parks and components are upgraded, expanded, repurposed, or changed.	Parks Administration/ City Planning	Ongoing
TRAIL AND WALKING PATH		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
1.2.a: The Department should identify new trails within the City's boundaries and maximize regional recreation opportunities by implementing new trailheads and connections to local and regional trails, such as the Constitution Trail, Route 66, Interurban, Bloomer Line, Collegiate, Southtown, and Northtown. Create connections that blend recreation opportunities with restaurants and retail opportunities for greater economic impact.	Parks Administration/ Parks Maintenance, Engineering, Economic Development, City Planning	Mid-Term

1.2.b : In addition to providing new regional trails, additional multi-use trails within parks including looped systems of varying distances for increased recreation opportunities and/or trail connections to adjacent parks should be added. Within both regional and park looped trails, include mile markers to track distances and fitness stations to encourage cardio and other fitness opportunities. Provide increased trail signage, way-finding, and improved entrance access.	Parks Administration/ Parks Maintenance, Engineering, City Planning	Mid-Term
PARK SITE		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
1.3.a: The Department's park system includes many park sites that are reaching their useful life; and though they are in good condition, the Department should plan to update and renovate the older sites. Parks, system-wide are generally well maintained but need updates. Engage the services of a landscape architect/park planning consultant with experience in the entire park planning process, and community familiarity or consider hiring an in-house staff member like a Parks Project Manager.	Parks Administration/ Parks Maintenance, Finance	Short-Term
1.3.b: The Parks Department should look to add high demand components and new trends in Parks and Recreation as parks are updated and redesigned. High demand components from the survey include: • explore opportunities to add Fitness Stations or Equipment • add canoe or kayak launches where water access is available • consider demand for athletic fields and loss of rectangle field access • consider existing and future demand for dog parks and dog off leash areas New trending elements could include: • Dog Parks • Skateboarding • Gathering areas and off-street spaces for farmers markets, parklets, community gardens, and community orchards • Large spaces for events: movies in the park, festivals • Spraygrounds • New types of playgrounds, including discovery play, nature play, adventure play and intergenerational play • Integrating nature into the parks	Parks Administration/ Parks Maintenance, Recreation	Short-Term

1.3.c: Existing benches and site furnishings throughout the Department's park system are varied and aging. A standardized bench and site furnishings program should be developed and implemented throughout the park system as redevelopment occurs. This includes benches, picnic tables, bike racks, litter receptacles, player benches, bleachers, drinking fountains, and shelters.	Parks Administration/ Parks Maintenance	Short-Term
1.3.d: Many benches are located adjacent to existing park paths and trails but do not provide a hardened surface to access the bench. The lack of hard surface access increases maintenance, as additional mowing and trimming is required, mud holes and bare spots can develop under the bench from foot traffic, and the benches are not accessible for the mobility challenged. When creating this standard choose durable materials that will have a long lifespan.	Parks Administration/ Parks Maintenance	Short-Term
1.3.e: Develop a Life-Cycle Replacement Program. If there are elements that need to be brought into compliance immediately those should take highest priority.	Parks Administration/ Parks Maintenance	Short-Term
1.3.f: Develop a system, which will track the life-cycle of the play apparatus and associated hardscape and site furnishings. This will allow the Department to plan for the replacement and purchasing of equipment. Prepare a playground replacement program that will allow funding to be allocated in anticipation of replacement needs.	Parks Administration/ Parks Maintenance	Short-Term
1.3.g: Classify the following parks: Anglers Lake Nature Preserve Park (Trails/Open Space), Atwood Wayside (Trails/Open Space), Lincoln Park (Mini-Park), Westwood Park (Neighborhood Park), Withers Park (Mini-park), Wittenberg Woods Park (Neighborhood Park), Woodbury Park (Neighborhood Park), and the Grove Park (Neighborhood Park).	Parks Administration	Short-Term
MAINTENANCE		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
1.4.a: Evaluate and prioritize improvements to the condition and maintenance in all parks, to meet the needs of the community (as identified in the Master Plan Survey) and to improve the experience of park users.	Parks Administration/ Parks Maintenance	Short-Term
1.4.b: Staff should identify additional long-term goals for improving the field conditions, such as underdrainage, irrigation, and re-grading. These are more expensive enhancements, but will further improve the conditions of the fields, and therefore should be evaluated during updates to Park Master Plans and built into the capital improvement budget where feasible.	Parks Administration/ Parks Maintenance	Ongoing

1.4.c: Establish a deferred maintenance baseline for the existing parks and facilities. This will establish any outstanding, unresolved maintenance issues, along with associated costs. The risk with deferred maintenance is that issues can become exacerbated over time and become costlier. By identifying these items, they can be evaluated with other proposed capital improvements or maintenance activities and be appropriately planned for and programmed into budgets.	Parks Maintenance/ Parks Administration	Short-Term
1.4.d: Continue the Tree Replacement Program: Immediate attention should be given to all trees infested with the Emerald Ash Borer.	Parks Maintenance	Short-Term
1.4.e: Review and evaluate the amount of bluegrass, which needs to be mowed and maintained each year, and consider creating large expanse of low-mow turf and/or native prairie and pollinator areas.	Parks Maintenance/ Parks Administration	Short-Term

2. Programming Recommendations

PROGRAMMING		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
2.1.a: Continue programming at the recreational level; evolve programs to meet new trends and demands.	Recreation/Parks Administration	Short-Term
2.1.b: Conduct full services assessment and evaluate focus of programming to determine the fit of existing services.	Recreation/Parks Administration	Short-Term
2.1.c: Review programs that are duplicated within the Service Profile.	Recreation/Parks Administration	Short-Term
2.1.d: Explore and address program opportunities for young adults, families 25+, and active/aging adults.	Recreation/Parks Administration	Short-Term
2.1.e: While considering cost, explore the need for additional Community Special Events and opportunities for community gatherings.	Recreation/Parks Administration	Short-Term
2.1.f: Explore opportunities to allow partnerships that create more indoor opportunities or shared outdoor opportunities to maximize programming potential (formalize partnerships/agreements).	Recreation/Parks Administration	Short-Term

INDOOR FACILITY		
Actions	Primary Responsibility/ Support	Timeframe to Complete
2.2.a: The Department should perform a full architectural evaluation and assessment of facilities and evaluate each structure and function to determine how they would like to ideally operate. The assessments should entail a full review of compliance with current code requirements, space requirements, and conditions. The condition of the building envelope, roof, and interiors are reviewed as part of this report, along with an opinion on the life expectancy of mechanical and electrical systems. A schematic design exercise should be undertaken to determine the scope of the corrective measures involved for the more complex issues identified within each facility.	Parks Administration/ Engineering/Parks Maintenance	Mid-Term
2.2.b: The following facilities should be assessed: Lincoln Leisure Center, Pepsi Ice Center, White Oak Community Room, Miller Park Pavilion, and Hike Haven.	Parks Administration/ Engineering	Mid-Term
2.2.c: Complete a services assessment of the recreational programs provided by other agencies or private recreational facilities to determine if there are gaps that need to be filled by the Department or through partnership opportunities.	Parks Administration/ Recreation	Mid-Term

3. Operating and Funding Recommendations

OPERATING AND FINANCIAL		
STRATEGIES	Primary Responsibility/ Support	Timeframe to Complete
3.1.a : Determine appropriateness of partners/sponsors.	Parks Administration/ Recreation	Ongoing
3.1.b: Explore revenues sources identified through the funding analysis.	Parks Administration/ Recreation	Ongoing
3.1.c: Conduct full cost recovery study.	Parks Administration/ Recreation	Short-Term

4. Marketing/Communications/Service Delivery Recommendations

MARKETING/COMMUNICATIONS/SERVICE DELIVERY		
STRATEGIES	Primary Responsibility/Support	Timeframe to Complete
4.1.a: Provide additional marketing resources.	Parks Administration/ Recreation/BCPA/ Golf/Zoo	Short-Term
4.1.b: Provide more communication about partners and programs.	Parks Administration/ Recreation/BCPA/ Golf/Zoo	Short-Term
4.1.c: Continue to establish platforms for outreach/feedback.	Parks Administration	Short-Term
4.1.d: Continue to develop multi-cultural opportunities.	Parks Administration/ Recreation/BCPA/ Golf/Zoo	Short-Term
4.1.e: Evaluate scheduling of programs to accommodate a broader range of participants.	Parks Administration/ Recreation	Short-Term
4.1.f: Address the perception, continue to provide opportunities and alleviate barriers for access from east to west.	Parks Administration	Short-Term

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Appendix A: GRASP® Methodology

GRASP® History and Methodology

GRASP® Glossary

Buffer: see catchment area

Catchment area: a circular map overlay that radiates outward in all directions from an asset and represents a reasonable travel distance from the edge of the circle to the asset. Used to indicate access to an asset in a level of service assessment

Component: an amenity such as a playground, picnic shelter, basketball court, or athletic field that allows people to exercise, socialize, and maintain a healthy physical, mental, and social wellbeing

Geo-Referenced Amenities Standards Process® (GRASP®): a proprietary composite-values methodology that takes quality and functionality of assets and amenities into account in a level of service assessment

GRASP® Level of service (LOS): the extent to which a recreation system provides a community access to recreational assets and amenities

Low-score component: a component given a GRASP® score of “1” or “0” as it fails to meet expectations

Lower-service area: an area of a city that has some GRASP® level of service but falls below the minimum standard threshold for overall level of service

Modifier: a basic site amenity that supports users during a visit to a park or recreation site, to include elements such as restrooms, shade, parking, drinking fountains, seating, BBQ grills, security lighting, and bicycle racks among others

No-service area: an area of a city with no GRASP® level of service

Perspective: a map or data quantification, such as a table or chart, produced using the GRASP® methodology that helps illustrate how well a community is served by a given set of recreational assets

Radius: see catchment area

Recreational connectivity: the extent to which community recreational resources are transitionally linked to allow for easy and enjoyable travel between them.

Recreational trail: a soft or hard surface trail intended mostly for leisure and enjoyment of resources. Typically passes through park lands or natural areas and usually falls to parks and recreation professionals for planning and management.

Service area: all or part of a catchment area ascribed a particular GRASP® score that reflects level of service provided by a particular recreational asset, a set of assets, or an entire recreation system

Threshold: a minimum level of service standard typically determined based on community expectations

Trail: any off-street or on-street connection dedicated to pedestrian, bicycle, or other non-motorized users

Trail network: a part of a greater trail system within which major barrier crossings have been addressed and all trails are functionally connected by such things as crosswalks, pedestrian underpasses, and/or bridges. Typically separated from other trail networks by missing trail connections or by such barriers as roadways, rivers, or railroad tracks.

Trail system: all trails in a community that serve pedestrian, bicycle, and alternative transportation users for purposes of both recreation and transportation

Transportation trail: a hard surface trail, such as a city sidewalk, intended mostly for utility in traveling from one place to another in a community or region. Typically runs outside of park lands and is managed by Public Works or another city utility department.

GRASP® Components and Definitions

GRASP® Outdoor Component List

GRASP® Outdoor Component Type	Definition
Adventure Course	An area designated for activities such as ropes courses, zip-lines, challenge courses, etc. Specify type in comments.
Amusement Ride	Carousel, train, go carts, bumper cars, or other ride upon features. Has an operator and controlled access.
Aquatics, Complex	A facility that has at least one immersion pool and other features intended for aquatic recreation.
Aquatics, Lap Pool	A man-made basin designed for people to immerse themselves in water and intended for swimming laps.
Aquatics, Leisure Pool	A man-made basin designed for people to immerse themselves in water and intended for leisure water activities. May include zero depth entry, slides, and spray features.
Aquatics, Spray Pad	A water play feature without immersion intended for the purpose of interacton with moving water.
Aquatics, Therapy Pool	A temperature controlled pool intended for rehabilitation and therapy.
Basketball Court	Describes a dedicated full sized outdoor court with two goals.
Basketball, Practice	Describes a basketball goal for half-court play or practice. Includes goals in spaces associated with other uses.
Batting Cage	A stand-alone facility that has pitching machines and restricted entry.
Bike Complex	A facility that accommodates various bike skills activities with multiple features or skill areas.
Bike Course	A designated area for non-motorized bicycle use. Can be constructed of concrete, wood, or compacted earth. May include a pump track, velodrome, skills course, etc.
Camping, Defined	<u>Defined</u> campsites that may include a variety of facilities such as restrooms, picnic tables, water supply, etc. Quantity based on official agency count. For use only if quantity of sites is available. Use "Camping, Undefined" for other instances.
Camping, Undefined	Indicates allowance for users to stay overnight in the outdoors in informal and/or <u>undefined</u> sites. Receives a quantity of one for each park or other location.
Climbing, Designated	A designated natural or man-made facility provided and/or managed by an agency for the purpose of recreation climbing not limited to childs play.
Climbing, General	Indicates allowance for users to participate in a climbing activity. Receives a quantity of one for each park or other location.
Concession	A facility used for the selling, rental, or other provision of goods and services to the public.
Diamond Field	Describes softball and baseball fields of all kinds suitable for organized diamond sport games. Not specific to size or age-appropriateness.
Diamond Field, Complex	Multiple ballfields at a single location suitable for tournaments.
Diamond Field, Practice	Describes any size of grassy area used for practice. Distinguished from ballfield in that it doesn't lend itself to organized diamond sport games.

Disc Golf	Distinguished from open turf by the presence of a backstop. Describes a designated area that is used for disc golf. Quantities: 18 hole course = 1; 9 hole course = .5
Dog Park	An area designated specifically as an off-leash area for dogs and their guardians.
Educational Experience	Signs, structures, or historic features that provide an educational, cultural, or historic experience. Receives a quantity of one for each contiguous site. Distinguished from public art by presence of interpretive signs or other information.
Equestrian Facility	Area designated for equestrian use. Typically applied to facilities other than trails.
Event Space	A designated area or facility for an outdoor class, performance, or special event including amphitheater, band shell, stage, etc.
Fitness Course	One or more features intended for personal fitness activities. Receives a quantity of one for each complete grouping.
Game Court	Outdoor court designed for a game other than tennis, basketball, volleyball, as distinguished from a multi-use pad including bocce, shuffleboard, lawn bowling, etc. Type specified in comments. Quantity counted per court.
Garden, Community	Describes any garden area that provides community members a place to have a personal vegetable or flower garden.
Garden, Display	Describes any garden area that is designed and maintained to provide a focal point or destination including a rose garden, fern garden, native plant garden, wildlife/habitat garden, arboretum, etc.
Golf	A course designed and intended for the sport of golf. Counted per 18 holes. Quantities: 18 hole course = 1; 9 hole course = .5
Golf, Miniature	A course designed and intended for use as a multi-hole golf putting game.
Golf, Practice	An area designated for golf practice or lessons including driving ranges and putting greens.
Horseshoe Court	A designated area for the game of horseshoes including permanent pits of regulation length. Quantity counted per court.
Horseshoes Complex	Several regulation horseshoe courts in single location suitable for tournaments.
Ice Hockey	Regulation size outdoor rink built specifically for ice hockey games and practice. General ice skating included in "Winter Sport".
Inline Hockey	Regulation size outdoor rink built specifically for in-line hockey games and practice.
Loop Walk	Opportunity to complete a circuit on foot or by non-motorized travel mode. Suitable for use as an exercise circuit or for leisure walking. Quantity of one for each park or other location unless more than one distinct circuit is present.
Multi-Use Pad	A paved area that is painted with games such as hopscotch, 4 square, tetherball, etc. Often found in school yards. As distinguished from "Games Court" which is typically single use.
Natural Area	Describes an area in a park that contains plants and landforms that are remnants of or replicate undisturbed native areas of the local ecology. Can include grasslands, woodlands and wetlands.

Open Turf	A grassy area that is not suitable for programmed field sports due to size, slope, location or physical obstructions. May be used for games of catch, tag, or other informal play and uses that require an open grassy area.
Other	Active or passive component that does not fall under any other component definition. Specified in comments.
Passive Node	A place that is designed to create a pause or special focus within a park and includes seating areas, plazas, overlooks, etc. Not intended for programmed use.
Pickleball Court	A designated court designed primarily for pickleball play.
Picnic Ground	A designated area with a grouping of picnic tables suitable for organized picnic activities. Individual picnic tables are accounted for as Comfort and Convenience modifiers.
Playground, Destination	Playground that attracts families from the entire community. Typically has restrooms and parking on-site. May include special features like a climbing wall, spray feature, or adventure play.
Playground, Local	Playground that is intended to serve the needs of the surrounding neighborhood. Includes developed playgrounds and designated nature play areas. Park generally does not have restrooms or on-site parking.
Public Art	Any art installation on public property. Receives a quantity of one for each contiguous site.
Rectangular Field Complex	Several rectangular fields in single location suitable for tournament use.
Rectangular Field, Large	Describes a specific field large enough to host one adult rectangular field sport game such as soccer, football, lacrosse, rugby, and field hockey. Approximate field size is 180' x 300' (60 x 100 yards). Field may have goals and lining specific to a certain sport that may change with permitted use.
Rectangular Field, Multiple	Describes an area large enough to host one adult rectangular field sport game and a minimum of one other event/game, but with an undetermined number of actual fields. This category describes a large open grassy area that can be arranged in any manner of configurations for any number of rectangular field sports. Sports may include, but are not limited to: soccer, football, lacrosse, rugby, and field hockey. Field may have goals and lining specific to a certain sport that may change with permitted use.
Rectangular Field, Small	Describes a specific field too small to host a regulation adult rectangular field sport game. Accommodates at least one youth field sport game. Sports may include, but are not limited to: soccer, football, lacrosse, rugby, and field hockey. Field may have goals and lining specific to a certain sport that may change with permitted use.
Shelter, Large	A shade shelter or pavilion large enough to accommodate a group picnic or other event for a minimum of 13 seated whether or not benches or picnic tables are provided. Lack of seating may be addressed in scoring.
Shelter, Small	A shade shelter, large enough to accommodate a family picnic or other event for approximately 4-12 persons with seating for a minimum of 4. Covered benches for seating up to 4 people included as a modifier in comfort and convenience scoring and should not be included here.

Skate Feature	A stand-alone feature primarily for wheel sports such as skateboarding, in-line skating, etc. May or may not allow free-style biking. May be associated with a playground but is not part of it. Dedicated bike facilities are categorized as "Bike Course."
Skate Park	An area set aside primarily for wheel sports such as skateboarding, in-line skating, etc. Attracts users from the entire community. May or may not allow free-style biking. May be specific to one user group or allow for several user types. Can accommodate multiple users of varying abilities. Typically has a variety of concrete or modular features.
Target Range	A designated area for practice and/or competitive target activities. Type specified, such as archery or firearms, in comments.
Tennis Complex	Multiple regulation courts in a single location with amenities suitable for tournament use.
Tennis Court	One standard regulation court suitable for recreation and/or competitive play. Quick Start or other non-standard types specified in comments.
Tennis, Practice Wall	A wall intended for practicing tennis.
Track, Athletic	A multi-lane, regulation sized running track appropriate for track and field events.
Trail, Multi-Use	A trail, paved or unpaved, that is separated from the road and provides recreational opportunities or connection to walkers, bikers, roller bladers and equestrian users. Paths that make a circuit within a single site are "Loop Walks."
Trail, Primitive	A trail, unpaved, located within a park or natural area that provides recreational opportunities or connections to users. Minimal surface improvements that may or may not meet accessibility standards.
Trail, Water	A river, stream, canal or other waterway used as a trail for floating, paddling, or other watercraft.
Trailhead	A designated staging area at a trail access point. May include restrooms, an information kiosk, parking, drinking water, trash receptacles, seating, etc.
Volleyball Court	One full-sized court. May be hard or soft surface, including grass and sand. May have permanent or portable posts and nets.
Wall Ball Court	Walled courts associated with sports such as handball and racquetball. Type specified in comments.
Water Access, Developed	A developed water access point. Includes docks, piers, kayak courses, boat ramps, fishing facilities, etc. Specified in comments including quantity for each unique type.
Water Access, General	Measures a user's general ability to access the edge of open water. May include undeveloped shoreline. Typically receives quantity of one for each contiguous site.
Water Feature	A passive water-based amenity that provides a visual focal point. Includes fountains and waterfalls.
Water, Open	A body of water such as a pond, stream, river, wetland with open water, lake, or reservoir.
Winter Sport	An area designated for a winter sport or activity such as a downhill ski area, nordic ski area, sledding hill, tobogan run, recreational ice, etc. Type specified in comments.

GRASP® Indoor Component Type	Definition
Arts and Crafts	A room with non-carpeted floor, built-in storage for materials, and a sink. Often adjacent to a kiln room.
Auditorium/Theater	A large room designed specifically as a performance/lecture space that includes a built-in stage, seating, and can accommodate stage lighting and sound amplification.
Childcare/Preschool	A room or space with built in secure entry and cabinets, a small toilet, designated outdoor play area, etc. Intended for short-term child watch or half or full day preschool use.
Fitness/Dance	A room with resilient flooring and mirrors.
Food - Counter Service	Staffed food service with commercial kitchen and no waiter services.
Food - Full Service	Staffed food service with commercial kitchen and dining room with waiter services.
Food - Vending	Non-staffed area with vending machines and/or self-service food options.
Gallery/Exhibits	A space intended for display of art, interpretive information, or other type of exhibit.
Sport Court	Typically has adequate lighting, open wall space, and room for circulation. Active recreation space that can accommodate basketball, volleyball, or other indoor court sports with one or more courts designated in quantity.
Track, Indoor	Course with painted lanes, banked corners, resilient surface, and marked distances suitable for exercise walking, jogging, or running.
Kitchen - Kitchenette	Area for preparing, warming, or serving food.
Kitchen - Commercial	Kitchen that meets local codes for commercial preparation food services.
Lobby/Entryway	An area at the entry of a building intended for sitting and waiting or relaxing.
Multi-Purpose Room	A space that can host a variety of activities including events, classes, meetings, banquets, medical or or therapeutic uses, etc. Also includes rooms or areas designated or intended to be used as games rooms, libraries, or lounges. Rooms may be be dividable.
Patio/Outdoor Seating	An outdoor space or seating area designed to be used exclusively in conjunction with an indoor space and primarily accessed through an indoor space.
Retail/Pro-shop	An area for retail sales of sporting equipment, gifts, etc. Typically has direct access from outdoors and can be secured separately from the rest of a building or facility.
Sauna/Steam Room	A facility with built-in seating and a heat source intended for heat therapy. May be steam or dry heat.
Specialty Services	Any specialty services available at an indoor location.
Specialty Training	Any specialty training available at an indoor location. Includes gymnastics and circuit training.
Weight/Cardio Equipment	A room or area with weight and cardio equipment, resilient or anti-bacterial flooring, adequate ventilation and ceiling heights appropriate for high intensity workouts.
Woodshop	A rooms with wood-working equipment that contains an adequate power supply and ventilation.

Note: Any component from the outdoor component list may be included as an indoor component

Inventory Methods and Process

A detailed GIS (Geographic Information System) inventory was completed in a series of steps.

The planning team first prepared a preliminary list of existing components using aerial photography and GIS data. Components identified in aerial photos were located and labelled.

Next, the consulting team conducted field visits to confirm or revise preliminary component data, make notes regarding sites or assets, and develop an understanding of the system as a whole. The inventory for this study focused primarily on components at public parks. Each component was evaluated to ensure it was serving its intended function within the system. Any components in need of refurbishment, replacement, or removal were noted.

Site comfort and convenience amenities such as shade, drinking fountains, restrooms, etc., called **modifiers** were also recorded. An aerial photo assessment was also completed for alternative providers such as schools and home owner associations within the city limits.

The following information was collected during site visits:

- Component type and geo-location
- Component functionality
 - Assessment scoring is based on condition, size, site capacity, and overall quality. The inventory team used the following three tier rating system to evaluate these:
 - ♦ 1 = Below Expectations
 - ♦ 2 = Meets Expectations
 - ♦ 3 = Exceeds Expectations
- Site modifiers
- Site design and ambience
- Site photos
- General comments

Asset Scoring

All components were scored based on condition, size, site capacity, and overall quality as they reflect the expected quality of recreational features. The following three tier rating system was used to evaluate these:

- 1 = Below Expectations
- 2 = Meets Expectations
- 3 = Exceeds Expectations

Beyond quality and functionality of components, however, GRASP® Level of Service analysis also considers important aspects of a park or recreation site that are easily overlooked. Not all parks are created equal and the quality of a user's experience may be determined by their surroundings. For example, the GRASP® system acknowledges the important differences between these identical playground structures:



In addition to scoring components, each park site or indoor facility is assessed for its comfort, convenience, and ambient qualities. This includes the availability amenities such as restrooms, drinking water, shade, scenery, etc. These **modifier** values then serve to enhance or amplify component scores at any given location.

Information collected during the site visit was then compiled. Corrections and comparisons were made in the GIS dataset. The inventory was then sent to members of the project team for additional revisions in an "Inventory Review Packet." This review packet consisted of the most recent GIS data displayed by location on an aerial photograph. An accompanying data sheet for each site lists modifier and component scores as well as observations and comments.

Analysis of the existing parks, open space, trails, and recreation systems are often conducted to determine how the systems are serving the public. A Level of Service (LOS) has been typically defined in parks and recreation master plans as the capacity of the various components and facilities that make up the system to meet the needs of the public. This is often expressed in terms of the size or quantity of a given facility per unit of population.

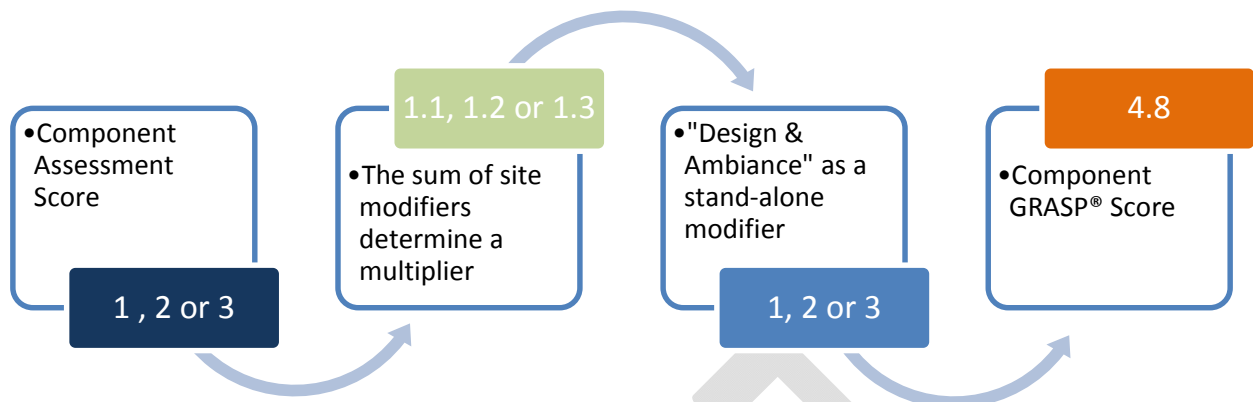
Composite-Values Level of Service Analysis Methodology

Analysis of the existing parks, open space, trails, and recreation systems are often conducted to determine how the systems are serving the public. A Level of Service (LOS) has been typically defined in parks and recreation master plans as the capacity of the various components and facilities that make up the system to meet the needs of the public. This is often expressed in terms of the size or quantity of a given facility per unit of population.

GRASP® Score

Each park or recreation location, along with all on-site components, has been assigned a **GRASP® Score**. The GRASP® Score accounts for the assessment score as well as available modifiers and the design and ambiance of a park. The following illustration shows this relationship. A basic algorithm is used to calculate scoring totals, accounting for both component and modifier scores, for every park and facility in the inventory. The resulting scores reflect the overall value of that site. Scores for each inventory site and its components may be found in the Final Inventory Atlas, a supplemental document.

GRASP® Score calculation.



Trail Scoring

For the purposes of this study, off-street trails are included in level of service analysis. This amounted to more than 27 miles of trails. While bike lanes and bike routes are also important in alternative transportation planning efforts and their development has importance in an overall accessible system they are rarely the sole responsibility of Parks and Recreation.

Identified off-street trails were assigned an assumed score based on the following formula. Other trails and loop walks within parks have been identified and scored as single components and included in the park scoring.

Trail Assumed Score of 14.4
(3 x 2 x 2 x 1.2 = 14.4)

*This assumes an active component, passive component, and a parcel score like a park

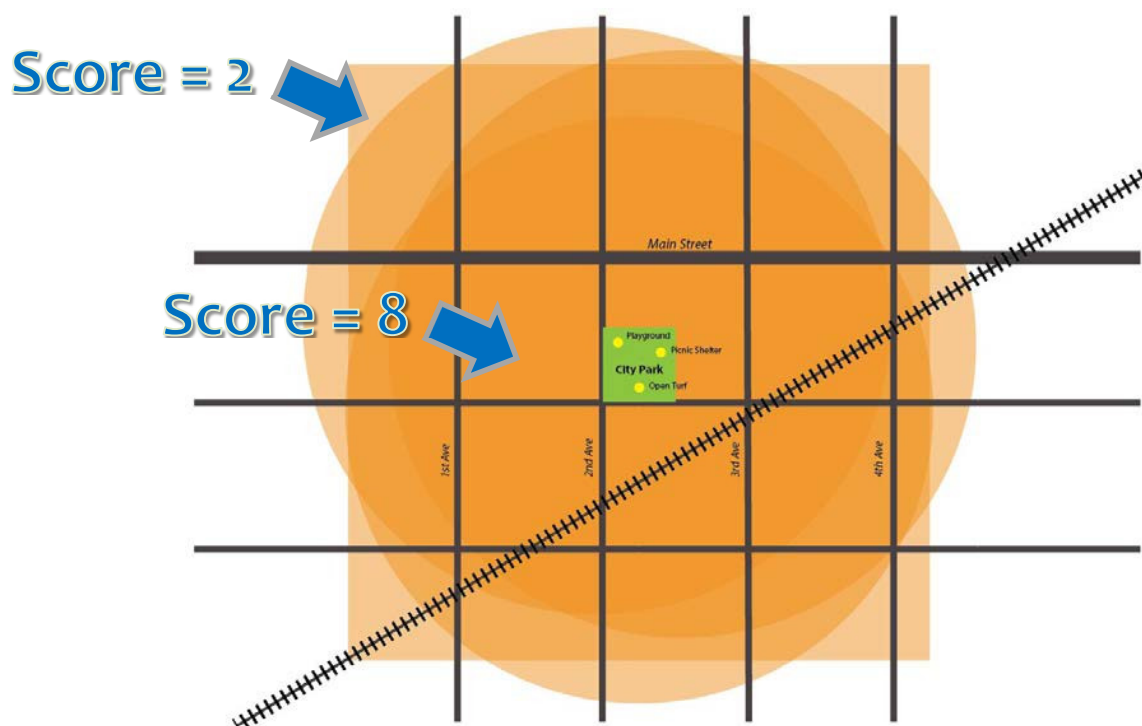
Catchment Areas

Catchment areas, also called buffers, radii, or service area, are drawn around each component. The GRASP® Score for that component is then applied to that buffer and overlapped with all other component catchment areas. This process yields the data used to create perspective maps and analytical charts.

Perspectives

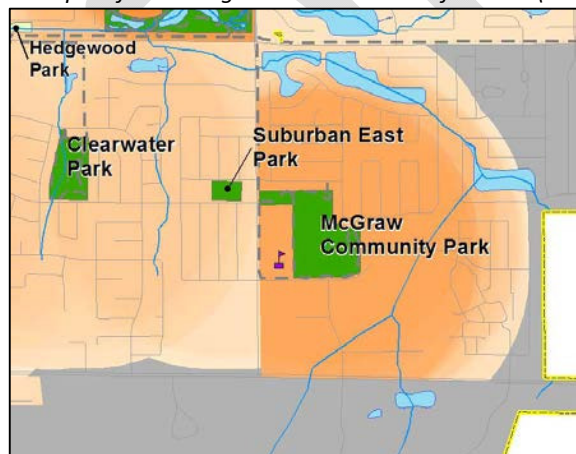
When service areas for multiple components are plotted on a map, a picture emerges that represents the cumulative level of service provided by that set of components in a geographic area.

This example graphic illustrates the GRASP® process assuming all three components and the park boundary itself, are scored a “2”. The overlap of their service areas yields higher or lower overall scores for different parts of a study area.



On a map, darker shades result from the overlap of multiple service area and indicate areas served by more and/or higher quality components. For any given spot, there is a GRASP® Value for that reflects cumulative scoring for nearby assets. The following example illustrates this.

Example of Bloomington GRASP® Level of Service (LOS)



Brief History of Level of Service Analysis

To help standardize parks and recreation planning, universities, agencies and parks and recreation professionals have long been looking for ways to benchmark and provide “national standards” for how much acreage, how many ballfields, pools, playgrounds, etc., a community *should* have. In 1906 the fledgling “Playground Association of America” called for playground space equal to 30 square feet per child. In the 1970s and early 1980s, the first detailed published works on these topics began emerging (Gold, 1973, Lancaster, 1983). In time “rule of thumb” ratios emerged with 10 acres of parklands per thousand population becoming the most widely accepted norm. Other normative guides also have been cited as “traditional standards,” but have been less widely accepted. In 1983, Roger Lancaster compiled a book called, “Recreation, Park and Open Space Standards and Guidelines,” that was published by the National Park and Recreation Association (NRPA). In this publication, Mr. Lancaster centered on a recommendation “that a park system, at minimum, be composed of a core system of parklands, with a total of 6.25 to 10.5 acres of developed open space per 1,000 population (Lancaster, 1983, p. 56). The guidelines went further to make recommendations regarding an appropriate mix of park types, sizes, service areas, and acreages, and standards regarding the number of available recreational facilities per thousand population. While the book was published by NRPA and the table of standards became widely known as “the NRPA standards,” these standards were never formally adopted for use by NRPA.

Since that time, various publications have updated and expanded upon possible “standards,” several of which have been published by NRPA. Many of these publications did benchmarking and other normative research to try and determine what an “average LOS” should be. It is important to note that NRPA and the prestigious American Academy for Park and Recreation Administration, as organizations, have focused in recent years on accreditation standards for agencies, which are less directed towards outputs, outcomes, and performance, and more on planning, organizational structure, and management processes. The popularly referred to “NRPA standards” for LOS, as such, do not exist. The following table gives some of the more commonly used capacity “standards” today.

Commonly Referenced LOS Capacity “Standards”

Activity/ Facility	Recommended Space Requirements	Service Radius and Location Notes	Number of Units per Population
Baseball Official	3.0 to 3.85-acre minimum	¼ to ½ mile Unlighted part of neighborhood complex; lighted fields part of community complex	1 per 5,000; lighted 1 per 30,000
Little League	1.2 acre minimum		
Basketball Youth	2,400 – 3,036 vs.	¼ to ½ mile Usually in school, recreation center or church facility; safe walking or bike access; outdoor courts in neighborhood and community parks, plus active recreation areas in other park settings	1 per 5,000
High school	5,040 – 7,280 s.f.		
Football	Minimum 1.5 acres	15 – 30-minute travel time Usually part of sports complex in community park or adjacent to school	1 per 20,000
Soccer	1.7 to 2.1 acres	1 to 2 miles Youth soccer on smaller fields adjacent to larger soccer fields or neighborhood parks	1 per 10,000
Softball	1.5 to 2.0 acres	¼ to ½ mile May also be used for youth baseball	1 per 5,000 (if also used for youth baseball)

Activity/ Facility	Recommended Space Requirements	Service Radius and Location Notes	Number of Units per Population
Swimming Pools	Varies on size of pool & amenities; usually ½ to 2-acre site	15 – 30-minute travel time Pools for general community use should be planned for teaching, competitive & recreational purposes with enough depth (3.4m) to accommodate 1m to 3m diving boards; located in community park or school site	1 per 20,000 (pools should accommodate 3% to 5% of total population at a time)
Tennis	Minimum of 7,200 s.f. single court area (2 acres per complex)	¼ to ½ mile Best in groups of 2 to 4 courts; located in neighborhood community park or near school site	1 court per 2,000
Volleyball	Minimum 4,000 s.f.	½ to 1 mile Usually in school, recreation center or church facility; safe walking or bike access; outdoor courts in neighborhood and community parks, plus active recreation areas in other park settings	1 court per 5,000
Total land Acreage		Various types of parks - mini, neighborhood, community, regional, conservation, etc.	10 acres per 1,000

Sources:

David N. Ammons, *Municipal Benchmarks - Assessing Local Performance and Establishing Community Standards*, 2nd Ed., 2002

Roger A. Lancaster (Ed.), *Recreation, Park and Open Space Standards and Guidelines* (Alexandria, VA: National Recreation and Park Association, 1983), pp. 56-57.

James D. Mertes and James R. Hall, *Park, Recreation, Open Space and Greenways Guidelines*, (Alexandria, VA: National Recreation and Park Association, 1996), pp. 94-103.

In conducting planning work, it is key to realize that the above standards can be valuable when referenced as “norms” for capacity, but not necessarily as the target standards for which a community should strive. Each community is different and there are many varying factors which are not addressed by the standards above. For example:

- Does “developed acreage” include golf courses? What about indoor and passive facilities?
- What are the standards for skateparks? Ice Arenas? Public Art? Etc.?
- What if it’s an urban land-locked community? What if it’s a small town surrounded by open Federal lands?
- What about quality and condition? What if there’s a bunch of ballfields, but they haven’t been maintained in the last ten years?
- And many other questions....

GRASP® (Geo-Referenced Amenities Standards Program)

In order to address these and other relevant questions, a new methodology for determining Level of Service was developed. It is called a **composite-values methodology** and has been applied in communities across the nation in recent years to provide a better way of measuring and portraying the service provided by parks and recreation systems. Primary research and development on this methodology was funded jointly by GreenPlay, LLC, a management consulting firm for parks, open space and related agencies, Design Concepts, a landscape architecture and planning firm, and Geowest, a spatial information management firm. The trademarked name for the composite-values methodology process that these three firms use is called **GRASP® (Geo-Referenced Amenities Standards Program)**.

For this methodology, capacity is only part of the LOS equation. Other factors are brought into consideration, including *quality, condition, location, comfort, convenience, and ambience*.

To do this, parks, trails, recreation, and open space are looked at as part of an overall infrastructure for a community made up of various components, such as playgrounds, multi-purpose fields, passive areas, etc. The ways in which the characteristics listed above affect the amount of service provided by the components of the system are explained in the following text.

Quality – The service provided by anything, whether it is a playground, soccer field, or swimming pool is determined in part by its quality. A playground with a variety of features, such as climbers, slides, and swings provides a higher degree of service than one with nothing but an old teeter-totter and some “monkey-bars.”

Condition – The condition of a component within the park system also affects the amount of service it provides. A playground in disrepair with unsafe equipment does not offer the same service as one in good condition. Similarly, a soccer field with a smooth surface of well-maintained grass certainly offers a higher degree of service than one that is full of weeds, ruts, and other hazards.

Location – To be served by something, you need to be able to get to it. The typical park playground is of more service to people who live within easy reach of it than it is to someone living all the way across town. Therefore, service is dependent upon proximity and access.

Comfort – The service provided by a component, such as a playground, is increased by having amenities such as shade, seating, and a restroom nearby. Comfort enhances the experience of using a component.

Convenience – Convenience encourages people to use a component, which increased the amount of service that it offers. Easy access and the availability of trash receptacles, bike rack, or nearby parking are examples of conveniences that enhance the service provided by a component.

Ambience – Simple observation will prove that people are drawn to places that “feel” good. This includes a sense of safety and security, as well as pleasant surroundings, attractive views, and a sense of place. A well-designed park is preferable to poorly-designed one, and this enhances the degree of service provided by the components within it.

In this methodology, the geographic location of the component is also recorded. Capacity is still part of the LOS analysis (described below) and the quantity of each component is recorded as well.

The methodology uses comfort, convenience, and ambience as characteristics that are part of the context and setting of a component. They are not characteristics of the component itself, but when they exist in proximity to a component they enhance the value of the component.

By combining and analyzing the composite values of each component, it is possible to measure the service provided by a parks and recreation system from a variety of perspectives and for any given location. Typically, this begins with a decision on **“relevant components”** for the analysis, collection of an accurate inventory of those components, analysis and then the results are presented in a series of maps and tables that make up the **GRASP®** analysis of the study area.

Making Justifiable Decisions

All the data generated from the GRASP® evaluation is compiled into an electronic database that is then available and owned by the agency for use in a variety of ways. The database can help keep track of facilities and programs, and can be used to schedule services, maintenance, and the replacement of components. In addition to determining LOS, it can be used to project long-term capital and life-cycle costing needs. All portions of the information are in standard available software and can be produced in a variety of ways for future planning or sharing with the public.

It is important to note that the GRASP® methodology provides not only accurate LOS and facility inventory information, but also works with and integrates with other tools to help agencies make decisions. It is relatively easy to maintain, updatable, and creates easily understood graphic depictions of issues. Combined with a needs assessment, public and staff involvement, program and financial assessment, GRASP® allows an agency to defensibly make recommendations on priorities for ongoing resource allocations along with capital and operational funding.

Walkability

Walkability is an important consideration in recreation these days. Various walkability metrics and methodologies have emerged to assist park and recreation managers and planners in understanding this dynamic. These include:

- Walk score
- Walkability TM
- Walkonomics
- RateMy Street
- Walkability App
- Safe Routes to Parks
- Safe Routes to Play
- Safe Routes to School
- Sidewalk and Walkability Inventory

It is important to take bicycle and public transportation users into account as well as pedestrians. The concept of “complete streets” refers to a built environment that serves various types of users of varying age and ability. Many associations and organizations provide guidance on best practices in developing walkable and bikeable complete streets infrastructure. One such entity, the Association of Pedestrian and Bicycle Professionals (APBP, www.apbp.org) actively promotes complete streets in cities around the country. Another such organization, the National Association of City Transportation Officials (NACTO, www.nacto.org) recently released the **NACTO Urban Street Design Guide** which provides a full understanding of complete streets based on successful strategies employed in various North American cities. This most comprehensive reference on the topic is a valuable resource for all stakeholders involved in city planning and will likely prove to be a critical reference in building the cities of tomorrow.

Summary Tables of Assets Inventoried for Level of Service Analysis

List of Low-Scoring Components and Modifiers

Outdoor Low Scoring Components

Location	Component	Map ID	# of Components	Quality Score	Lights	Comments
Airport Park	Basketball, Practice	C003	3	1	N	Court surfacing in poor condition
Alton Depot Park	Playground, Local	C006	1	1	N	Weeds have been sprayed
Alton Depot Park	Shelter, Small	C007	1	1	N	Poor condition
Anglers Lake Nature Preserve Park	Natural Area	C009	1	1	N	Heavily overgrown
Anglers Lake Nature Preserve Park	Water Access: General	C011	1	1	N	Seems a bit difficult to access based on overgrown landscape
Brookridge Park	Rectangular Field, Large	C013	1	1	N	Cricket pitch in poor condition
Brookridge Park	Basketball, Practice	C016	1	1	N	Not in poor condition but not the standard hoop
Brookridge Park	Trailhead	C277	1	1	N	Lacks restroom or wayfinding
Buck Mann Park	Playground, Local	C018	1	1	N	Playground structure plastic is fading, the pit is weedy and there is no ADA ramp
Clearwater Park	Shelter, Small	C021	1	1	N	Atypical octagon with peeling paint
Clearwater Park	Playground, Local	C022	1	1	N	Platforms are rusty, and structure is fading. The pit is lacking any EWF in some areas
Clearwater Park	Basketball, Practice	C023	3	1	N	Standing water on the courts
Eagle Crest Park	Shelter, Small	C030	1	1	N	Atypical octagon that needs repairs
Eagle View Park	Basketball, Practice	C031	3	1	N	Need nets and paint surface
Eagle View Park	Playground, Local	C261	1	1	N	Really needs EWF
Evergreen Park	Playground, Local	C034	1	1	N	Small play structure compared to other parks.
Forrest Park	Shelter, Large	C051	1	1	N	West end of Hike Haven. Floor is uneven. Only two tables.
Friendship Park	Playground, Local	C055	1	1	N	Needs weeds sprayed
Friendship Park	Shelter, Small	C226	1	1	N	No table
McGraw Community Park	Rectangular Field, Large	C077	1	1	N	Overlay
Miller Park	Tennis Court	C081	3	1	N	Surfacing is failing in places. Nets are loose
Miller Park	Pickleball Court	C231	4	1	N	Overlays
Miller Park	Playground, Local	C240	1	1	N	Dated tot structure
Northpoint School Park	Basketball, Practice	C313	6	1	N	Poor condition
Oakland School Park	Basketball Court	C315	2	1	N	Poor condition
Oakland School Park	Basketball Court	C317	2	1	N	Poor condition

Location	Component	Map ID	# of Components	Quality Score	Lights	Comments
O'Neil Park	Playground, Local	C104	1	1	N	Dated
O'Neil Park	Tennis Court	C105	3	1	Y	Surfacing is about done
O'Neil Park	Aquatics, Leisure Pool	C106	1	1	N	Seems typical for Bloomington but kiddie pool closed
O'Neil Park	Skate Park	C107	1	1	Y	Street course. Dated
O'Neil Park	Diamond Field	C108	1	1	N	Not as nice as the other two in this park
O'Neil Park	Rectangular Field, Large	C221	1	1	N	Overlay of diamond with one goal post
O'Neil Park	Basketball, Practice	C222	1	1	N	Popular with teens.
O'Neil Park	Concessions	C224	1	1	N	Dated
Pepper Ridge Park	Shelter, Large	C116	1	1	N	Needs shingles
Rollingbrook Park	Playground, Local	C122	1	1	N	This playground is too small and dated for its popularity
Rollingbrook Park	Pickleball Court	C124	4	1	N	Converted inline rink to 4 pickle ball courts. Surfacing could be improved
Rollingbrook Park	Basketball, Practice	C125	3	1	N	One hoop has been upgraded to standard
Stevenson School Park	Tennis Court	C321	3	1	Y	Poor shape but lighted
Stevenson School Park	Game Court	C326	1	1	N	Basic school games set up in the parking lot basketball hoops have no hoops or rims
Suburban East Park	Basketball, Practice	C141	2	1	N	Poor surfacing. Nonstandard hoops
Sunnyside Park	Diamond Field	C143	1	1	N	No dugouts. Minimal backstop. Could be considered a nice practice diamond
Walt Bittner Park	Rectangular Field, Large	C176	1	1	N	Overlay
Walt Bittner Park	Shelter, Large	C179	1	1	N	Exposed wires
White Oak Park	Shelter, Large	C187	1	1	N	Needs shingles

Low Scoring Outdoor Modifiers

Modifiers that scored low have been highlighted in the table below in yellow. Modifiers that were not present at the time of site visits scored a zero and are highlighted in gray. This is not meant to imply that all parks and facilities should have all modifiers but rather that the presence of modifiers should be considered as they positively impact user experience.

LOCATION*	Drinking Fountains	Seating	BBQ Grills	Dog Waste Stations	Security and Lighting	Bike Parking	Restrooms	Shade Trees or Structures	Trail Connections	Park Access	Available Parking	Ornamental Plantings	Picnic Tables
Airport Park	2	2	2	0	2	2	0	2	0	2	2	2	2
Alton Depot Park	0	1	2	0	1	0	0	2	3	2	0	2	0
Anglers Lake Nature Preserve Park	0	0	0	0	0	0	0	3	1	0	0	0	0
Atwood Wayside	2	2	0	0	0	0	1	2	3	2	2	2	2
Brookridge Park	2	2	1	0	0	0	0	2	2	2	2	2	2
Buck Mann Park	0	1	0	0	2	0	0	2	0	2	0	0	0
Clearwater Park	2	2	0	0	0	2	1	2	2	2	2	2	2
Eagle Crest Park	2	2	2	0	0	0	0	2	0	2	0	2	2
Eagle View Park	2	2	0	0	0	2	1	0	2	2	2	2	2
Emerson Park	0	1	0	0	2	0	0	2	0	2	0	0	0
Evergreen Park	2	0	0	0	0	0	0	2	0	2	0	0	0
Ewing I Park	2	2	2	0	0	0	2	3	2	2	2	0	2
Ewing II Park	0	2	0	0	0	0	0	3	0	2	2	0	1
Ewing III Park	1	2	0	0	0	0	1	3	2	2	0	0	1
Fell Avenue Park	2	2	0	0	0	0	0	2	0	2	0	2	2
Forrest Park	2	2	2	0	2	0	2	2	0	2	2	0	2
Franklin Park	2	2	0	0	2	0	1	3	0	2	0	0	2
Friendship Park	0	1	0	0	0	0	0	2	0	2	0	0	0
Gaelic Park	2	2	0	0	0	2	0	1	2	2	2	2	1
Highland Park Golf Course	2	2	0	0	2	0	2	2	2	2	2	0	0
Holiday Park	0	2	0	0	2	2	0	2	0	2	2	2	2
Lincoln Park	0	2	0	0	2	0	0	0	0	2	2	2	0
Marie Litta Park	2	2	0	0	0	0	0	2	0	2	0	3	2
McGraw Community Park	2	2	0	0	3	2	3	2	2	2	2	3	2

LOCATION*	Drinking Fountains	Seating	BBQ Grills	Dog Waste Stations	Security and Lighting	Bike Parking	Restrooms	Shade Trees or Structures	Trail Connections	Park Access	Available Parking	Ornamental Plantings	Picnic Tables
Miller Park	2	2	2	0	2	0	2	2	0	2	2	2	2
Northpoint Park	0	2	2	0	0	0	2	2	0	2	2	0	2
Northpoint School Park	0	2	0	0	2	2	0	2	0	1	2	0	0
Oakland School Park	0	2	0	0	0	0	1	2	0	2	2	0	0
O'Neil Park	1	1	1	0	1	2	2	2	0	2	2	0	1
P J Irvin Park	0	2	1	0	2	0	1	2	0	2	2	2	2
Pepper Ridge Park	2	2	2	0	0	0	1	1	0	2	2	0	2
Prairie Vista Golf Course	2	2	0	0	2	0	2	2	3	2	2	2	0
Rollingbrook Park	2	2	2	0	2	2	1	2	0	2	2	2	2
Stevenson School Park	0	2	0	0	0	2	1	2	0	2	1	0	2
Suburban East Park	2	2	2	0	0	0	1	2	0	2	0	0	2
Sunnyside Park	2	0	0	0	2	0	0	2	0	2	2	0	0
The Den At Fox Creek Golf Course	2	2	0	0	2	0	2	2	2	2	2	2	0
Tipton Community Park	2	2	2	0	0	2	3	2	3	2	2	2	2
Walt Bittner Park	2	2	0	0	0	2	1	2	0	2	2	2	2
Westwood Park	0	0	0	0	0	0	0	2	0	2	0	0	1
White Oak Park	1	2	1	2	2	2	2	1	3	2	2	2	2
Withers Park	0	2	0	0	2	0	0	2	0	2	0	2	0

Bloomington, IL



 CITY OF *Bloomington* ILLINOIS
PARKS, RECREATION & CULTURAL ARTS

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Inventory Process and Scoring Information

This inventory was completed in a series of steps. The planning team first prepared a preliminary list of existing components using information provided by the client as well as aerial photography and the client Geographic Information System (GIS) data. All components identified were given GIS points and names.

Next, field visits were conducted by the consulting team to confirm the preliminary data and collect additional information.

During the field visits and evaluations, missing components were added to the data set, and each component was evaluated as to how well it met expectations for its intended function. During the site visits the following information was collected:

- Component type
- Component location
- Evaluation of component condition - record of comfort and convenience features
- Evaluation of comfort and convenience features
- Evaluation of park design and ambience
- Site photos
- General comments

The inventory team used the following three-tier rating system to evaluate each component:

1 = Below Expectations

2 = Meets Expectations

3 = Exceeds Expectations

Scores were based on such things as the condition of the component, its size, or capacity relative to the need at that location, and its overall quality.

Components were evaluated from two perspectives: first, the value of the component in serving the immediate neighborhood, and second, its value to the entire community.

The setting for a component and the conditions around it affect how well it functions, so in addition to scoring the components, each park site was given a set of scores to rate its comfort, convenience, and ambient qualities. This includes such things as the availability of restrooms, drinking water, shade, scenery, etc.

Information collected during the site visit was then compiled and corrections and comparisons made to GIS.

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Bloomington, IL

Inventory Atlas
September 2017

Parks Inventory

GRASP® Outdoor Component List

GRASP® Outdoor Component Type	Definition
Adventure Course	An area designated for activities such as ropes courses, zip-lines, challenge courses, etc. Specify in comments.
Amusement Ride	Carousel, train, go carts, bumper cars, or other ride upon features. Has an operator and controlled access.
Aquatics, Complex	A facility that has at least one immersion pool and other features intended for aquatic recreation.
Aquatics, Lap Pool	A man-made basin designed for people to immerse themselves in water and intended for swimming laps.
Aquatics, Leisure Pool	A man-made basin designed for people to immerse themselves in water and intended for leisure water activities. May include zero depth entry, slides, and spray features.
Aquatics, Spray Pad	A water play feature without immersion intended for the purpose of interaction with moving water.
Aquatics, Therapy Pool	A temperature controlled pool intended for rehabilitation and therapy.
Basketball Court	Describes a dedicated full sized outdoor court with two goals.
Basketball, Practice	Describes a basketball goal for half-court play or practice. Includes goals in spaces associated with other uses.
Batting Cage	A stand-alone facility that has pitching machines and restricted entry.
Bike Complex	A facility that accommodates various bike skills activities with multiple features or skill areas.
Bike Course	A designated area for non-motorized bicycle use. Can be constructed of concrete, wood, or compacted earth. May include a pump track, velodrome, skills course, etc.
Camping, Defined	<u>Defined</u> campsites that may include a variety of facilities such as restrooms, picnic tables, water supply, etc. Quantity based on official agency count. For use only if quantity of sites is available. Use "Camping, Undefined" for other instances.
Camping, Undefined	Indicates allowance for users to stay overnight in the outdoors in informal and/or <u>undefined</u> sites. Receives a quantity of one for each park or other location.
Climbing, Designated	A designated natural or man-made facility provided and/or managed by an agency for the purpose of recreation climbing not limited to child's play.
Climbing, General	Indicates allowance for users to participate in a climbing activity. Receives a quantity of one for each park or other location.
Concession	A facility used for the selling, rental, or other provision of goods and services to the public.
Diamond Field	Describes softball and baseball fields of all kinds suitable for organized diamond sport games. Not specific to size or age-appropriateness.
Diamond Field, Complex	Multiple ballfields at a single location suitable for tournaments.
Diamond Field, Practice	Describes any size of grassy area used for practice. Distinguished from ballfield in that it doesn't lend itself to organized diamond sport games. Distinguished from open turf by the presence of a backstop.
Disc Golf	Describes a designated area that is used for disc golf. Quantities: 18 hole course = 1; 9 hole course = .5
Dog Park	An area designated specifically as an off-leash area for dogs and their guardians.
Educational Experience	Signs, structures, or historic features that provide an educational, cultural, or historic experience. Receives a quantity of one for each contiguous site. Distinguished from public art by presence of interpretive signs or other information.
Equestrian Facility	Area designated for equestrian use. Typically applied to facilities other than trails.
Event Space	A designated area or facility for an outdoor class, performance, or special event including amphitheater, band shell, stage, etc.
Fitness Course	One or more features intended for personal fitness activities. Receives a quantity of one for each complete grouping.
Game Court	Outdoor court designed for a game other than tennis, basketball, volleyball, as distinguished from a multi-use pad including bocce, shuffleboard, lawn bowling, etc. Specify type in comments. Quantity counted per court.

GRASP® Outdoor Component Type	Definition
Garden, Community	Describes any garden area that provides community members a place to have a personal vegetable or flower garden.
Garden, Display	Describes any garden area that is designed and maintained to provide a focal point or destination including a rose garden, fern garden, native plant garden, wildlife/habitat garden, arboretum, etc.
Golf	A course designed and intended for the sport of golf. Counted per 18 holes. Quantities: 18 hole course = 1; 9 hole course = .5
Golf, Miniature	A course designed and intended for use as a multi-hole golf putting game.
Golf, Practice	An area designated for golf practice or lessons including driving ranges and putting greens.
Horseshoe Court	A designated area for the game of horseshoes including permanent pits of regulation length. Quantity counted per court.
Horseshoes Complex	Several regulation horseshoe courts in single location suitable for tournaments.
Ice Hockey	Regulation size outdoor rink built specifically for ice hockey games and practice. General ice skating included in "Winter Sport".
Inline Hockey	Regulation size outdoor rink built specifically for in-line hockey games and practice.
Loop Walk	Opportunity to complete a circuit on foot or by non-motorized travel mode. Suitable for use as an exercise circuit or for leisure walking. Quantity of one for each park or other location unless more than one distinct circuit is present.
Multi-Use Pad	A paved area that is painted with games such as hopscotch, 4 square, tetherball, etc. Often found in school yards. As distinguished from "Games Court " which is typically single use.
Natural Area	Describes an area in a park that contains plants and landforms that are remnants of or replicate undisturbed native areas of the local ecology. Can include grasslands, woodlands and wetlands.
Open Turf	A grassy area that is not suitable for programmed field sports due to size, slope, location or physical obstructions. May be used for games of catch, tag, or other informal play and uses that require an open grassy area.
Other	Active or passive component that does not fall under any other component definition. Specify in comments.
Passive Node	A place that is designed to create a pause or special focus within a park and includes seating areas, plazas, overlooks, etc. Not intended for programmed use.
Pickleball Court	A designated court designed primarily for pickleball play.
Picnic Ground	A designated area with a grouping of picnic tables suitable for organized picnic activities. Individual picnic tables are accounted for as Comfort and Convenience modifiers. Typically uncovered? How to distinguish from a shelter with picnic tables?
Playground, Destination	Playground that attracts families from the entire community. Typically has restrooms and parking on-site. May include special features like a climbing wall, spray feature, or adventure play.
Playground, Local	Playground that is intended to serve the needs of the surrounding neighborhood. Includes developed playgrounds and designated nature play areas. Generally does not have restrooms or on-site parking.
Public Art	Any art installation on public property. Receives a quantity of one for each contiguous site.
Rectangular Field Complex	Several rectangular fields in single location suitable for tournament use.
Rectangular Field, Large	Describes a specific field large enough to host one adult rectangular field sport game such as soccer, football, lacrosse, rugby, and field hockey. Approximate field size is 180' x 300' (60 x 100 yards). Field may have goals and lining specific to a certain sport that may change with permitted use. We may need to agree on our use of large vs small, adult vs youth. Or do we even need this distinction?

GRASP® Outdoor Component Type	Definition
Rectangular Field, Multiple	Describes an area large enough to host one adult rectangular field sport game and a minimum of one other event/game, but with an undetermined number of actual fields. This category describes a large open grassy area that can be arranged in any manner of configurations for any number of rectangular field sports. Sports may include, but are not limited to: soccer, football, lacrosse, rugby, and field hockey. Field may have goals and lining specific to a certain sport that may change with permitted use.
Rectangular Field, Small	Describes a specific field too small to host a regulation adult rectangular field sport game. Accommodates at least one youth field sport game. Sports may include, but are not limited to: soccer, football, lacrosse, rugby, and field hockey. Field may have goals and lining specific to a certain sport that may change with permitted use.
Shelter, Large	A shade shelter or pavilion large enough to accommodate a group picnic or other event for at least 25 persons with space for a minimum of 12 seated whether or not benches or picnic tables are provided. Lack of seating may be addressed in scoring. What about 12-25 person shelters?
Shelter, Small	A shade shelter, large enough to accommodate a family picnic or other event for approximately 4-12 persons with seating for a minimum of 4. Covered benches for seating up to 4 people included as a modifier in comfort and convenience scoring and should not be included here. What about 12-25 person shelters?
Skate Feature	A stand-alone feature primarily for wheel sports such as skateboarding, in-line skating, etc. May or may not allow free-style biking. May be associated with a playground but is not part of it. Dedicated bike facilities should be categorized as "Bike Course".
Skate Park	An area set aside primarily for wheel sports such as skateboarding, in-line skating, etc. Attracts users from the entire community. May or may not allow free-style biking. May be specific to one user group or allow for several user types. Can accommodate multiple users of varying abilities. Typically has a variety of concrete or modular features.
Target Range	A designated area for practice and/or competitive target activities. Specify type, such as archery or firearms, in comments.
Tennis Complex	Multiple regulation courts in a single location with amenities suitable for tournament use.
Tennis Court	One standard regulation court suitable for recreation and/or competitive play. Specify Quick Start or other non-standard types in comments.
Tennis, Practice Wall	A wall intended for practicing tennis. Do we see this often enough to justify a unique component?
Track, Athletic	A multi-lane, regulation sized running track appropriate for track and field events.
Trail, Multi-Use	A trail, paved or unpaved, that is separated from the road and provides recreational opportunities or connection to walkers, bikers, roller bladers and equestrian users. Paths that make a circuit within a single site are "Loop Walks". Removed "and may be represented by GIS points should be categorized as 'Loop Walks'. Multi-Use Trails are better represented by GIS polylines." That seemed more confusing.
Trail, Primitive	A trail, unpaved, located within a park or natural area that provides recreational opportunities or connections to users. Minimal surface improvements that may or may not meet accessibility standards.
Trail, Water	A river, stream, canal or other waterway used as a trail for floating, paddling, or other watercraft.
Trailhead	A designated staging area at a trail access point. May include restrooms, an information kiosk, parking, drinking water, trash receptacles, seating, etc.
Volleyball Court	One full-sized court. May be hard or soft surface, including grass and sand. May have permanent or portable posts and nets.
Wall Ball Court	Walled courts associated with sports such as handball and racquetball. Specify type in comments.

GRASP® Outdoor Component Type	Definition
Water Access, Developed	A developed water access point. Includes docks, piers, kayak courses, boat ramps, fishing facilities, etc. Specify in comments including quantity for each unique type.
Water Access, General	Measures a user's general ability to access the edge of open water. May include undeveloped shoreline. Typically receives quantity of one for each contiguous site.
Water Feature	A passive water-based amenity that provides a visual focal point. Includes fountains and waterfalls.
Water, Open	A body of water such as a pond, stream, river, wetland with open water, lake, or reservoir.
Winter Sport	An area designated for a winter sport or activity such as a downhill ski area, nordic ski area, sledding hill, tobogan run, recreational ice, etc. Specify in comments.

Airport Park

Acres: 7.3

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



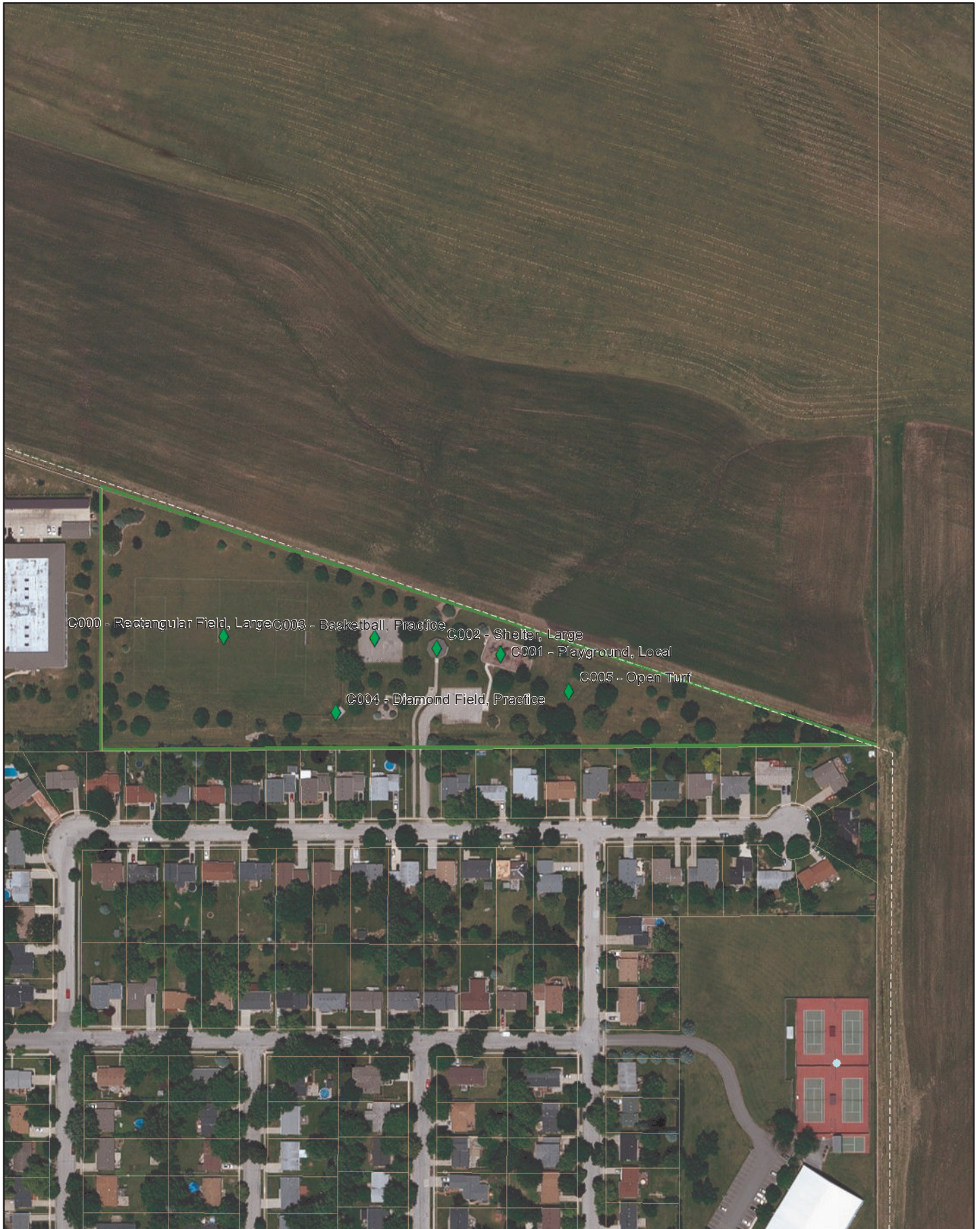
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Airport Park

31.2 Total Neighborhood
GRASP® Score36 Total Community
GRASP® Score

Address

3010 Winchester Dr

Approximate Park Acreage:

7.3

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	0	Picnic Tables	2	

General Comments

Park seems dated other than new playground structure. Portable restroom enclosure but no portolet

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L000	PARCEL	1		2	2	
C005	Open Turf	1		2	2	
C004	Diamond Field, Practice	1		2	2	
C003	Basketball, Practice	3		1	1	Court surfacing in poor condition
C002	Shelter, Large	1		2	2	Octagon in good condition. Single grill
C001	Playground, Local	1		2	2	Updated fairly recently. Large structure and swings
C000	Rectangular Field, Large	1		2	2	Field slopes fairly significantly from north to south

Alton Depot Park

Acres: 0.9

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)

Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Alton Depot Park

14.4Total Neighborhood
GRASP® Score**14.4**Total Community
GRASP® Score

Address

101 S Western Ave

Approximate Park Acreage:

0.9

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	1	Trail Connection	3	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	1	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	2	
Restrooms	0	Picnic Tables	0	

General Comments

Small park near railroad. Limited seating with one table.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L001	PARCEL	1		2	2	
C008	Open Turf	1		2	2	Limited turf area.
C007	Shelter, Small	1		1	1	Poor condition
C006	Playground, Local	1		1	1	Weeds have been sprayed

Anglers Lake Nature Park

Acres: 11.2

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



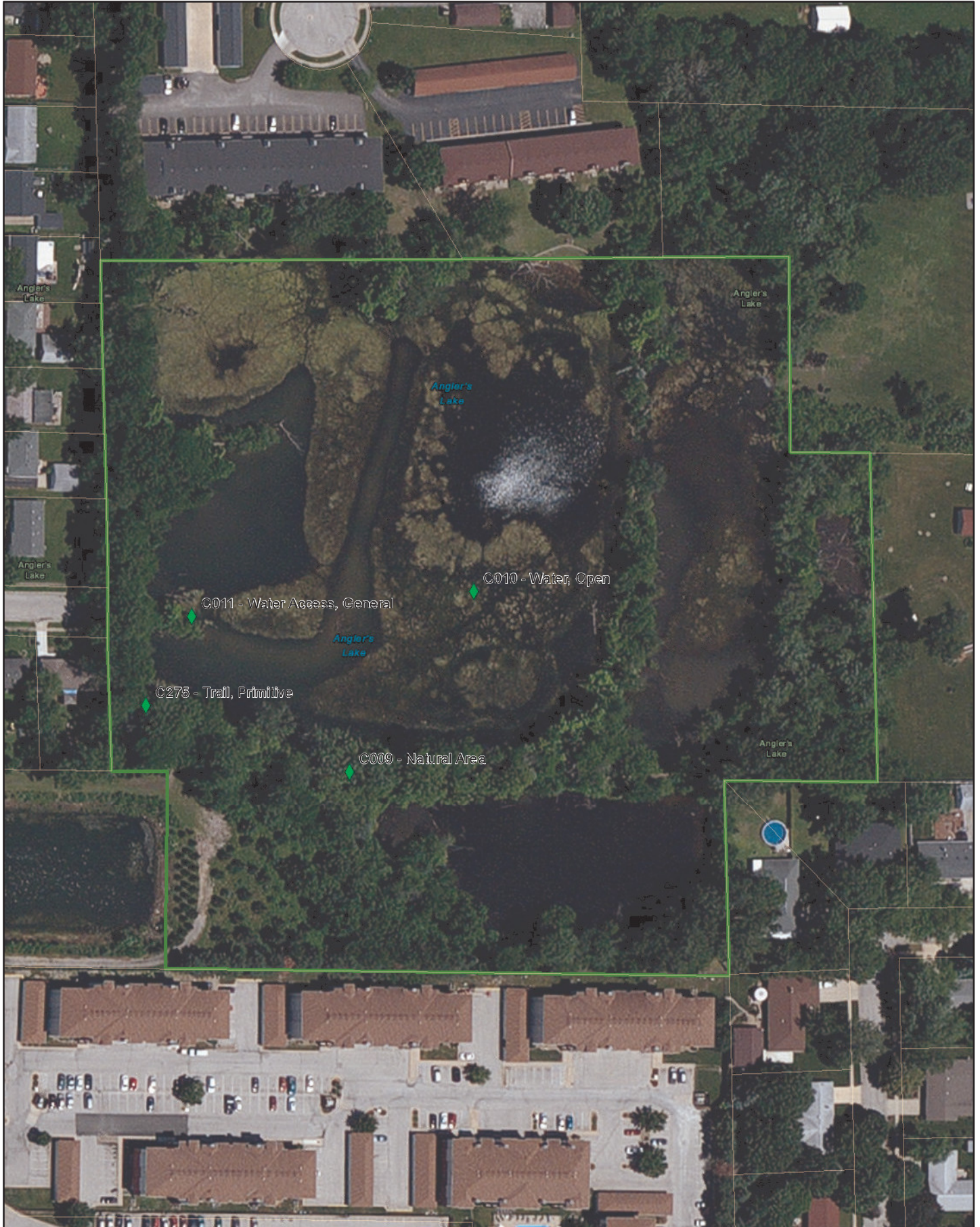
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Anglers Lake Nature Park

8.8Total Neighborhood
GRASP® Score**8.8**Total Community
GRASP® Score

Address

1017 S MERCER AVE

Approximate Park Acreage:

11.2

Drinking Fountains	0	Shade	3	Design and Ambiance 1
Seating	0	Trail Connection	1	
BBQ Grills	0	Park Access	0	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

General Comments

Difficult to find and access. Feels overgrown, a bit isolated

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L002	PARCEL	1		2	2	
C275	Trail, Primitive	1		2	2	Trail is in decent shape
C011	Water Access, General	1		1	1	Seems a bit difficult to access based on overgrown landscape
C010	Water, Open	1		2	2	
C009	Natural Area	1		1	1	Heavily overgrown

Atwood Wayside

Acres: 0.2

Legend

- Indoor Facility
- Outdoor Component
- Trail
- Outdoor Location
- Component (Alt.Pro.)
- Location (Alt.Pro.)
- City Limit



Initial Inventory Date: 7/11/2017

Atwood Wayside

19.2 Total Neighborhood
GRASP® Score

19.2 Total Community
GRASP® Score

Address

303 N Robinson St

Approximate Park Acreage:

0.2

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	3	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	2	
Bike Parking	0	Ornamental Planting	2	
Restrooms	1	Picnic Tables	2	

General Comments

Trail corridor with improvements

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L003	PARCEL	1		2	2	
C276	Trailhead	1		2	2	
C247	Educational Experience	1		2	2	
C012	Shelter, Small	1		2	2	

Brookridge Park

Acres: 8.8

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



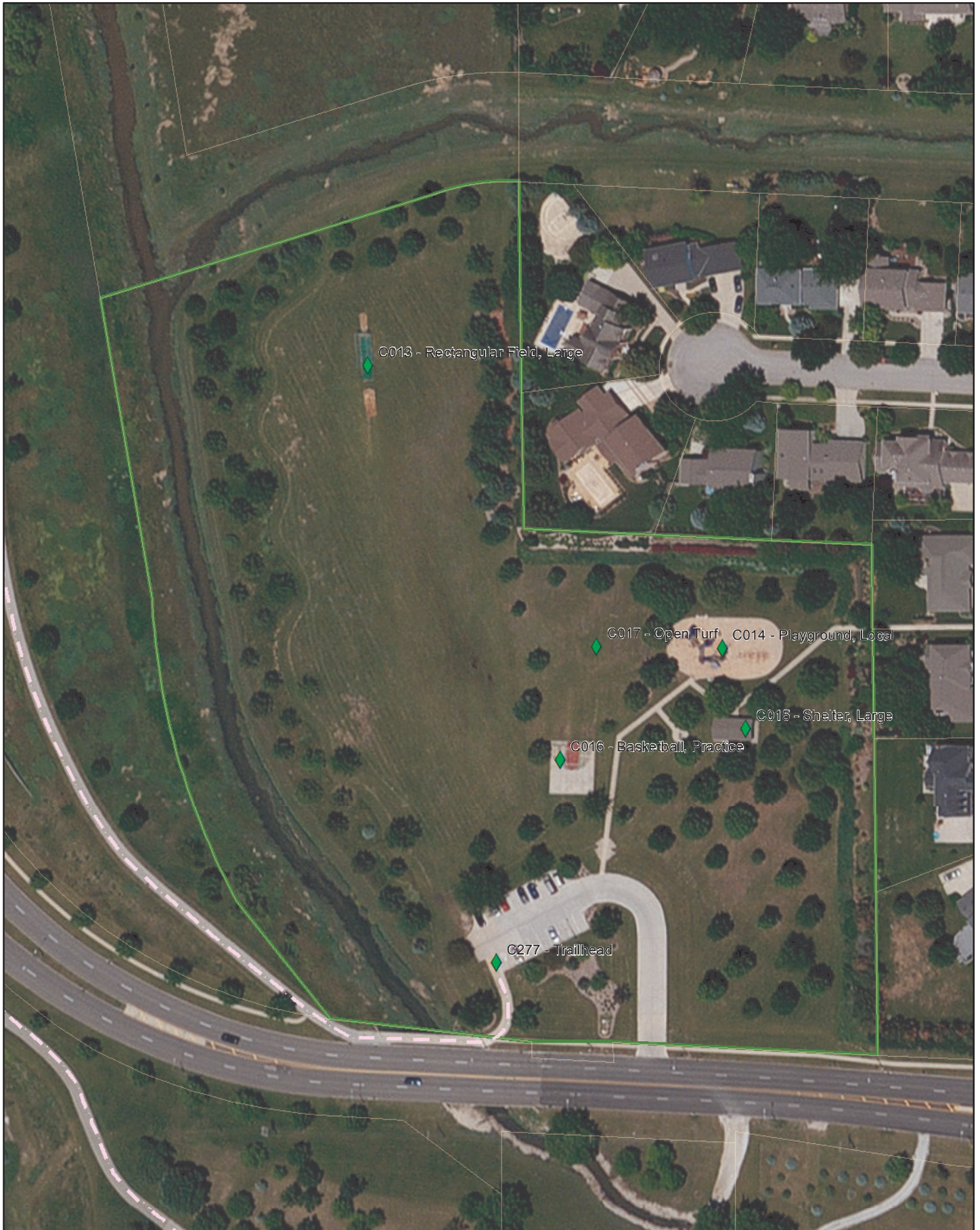
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Brookridge Park

26.4 Total Neighborhood
GRASP® Score26.4 Total Community
GRASP® Score

Address

2904 Ireland Grove Rd

Approximate Park Acreage:

8.8

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	2	
BBQ Grills	1	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	2	
Restrooms	0	Picnic Tables	2	

General Comments

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L004	PARCEL	1		2	2	
C277	Trailhead	1		1	1	Lacks restroom or wayfinding
C017	Open Turf	1		2	2	
C016	Basketball, Practice	1		1	1	Not in poor condition but not the standard hoop
C015	Shelter, Large	1		2	2	Typical 10x20 rectangle
C014	Playground, Local	1		2	2	More expansive local playground
C013	Rectangular Field, Large	1		1	1	Cricket pitch in poor condition

Buck Mann Park

Acres: 0.8

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



N



C018 - Playground, Local

C019 - Basketball, Practice

C020 - Open Turf

C195 - Diamond Field, Practice

Initial Inventory Date: 7/11/2017

Buck Mann Park

9.9Total Neighborhood
GRASP® Score**9.9**Total Community
GRASP® Score

Address

116 Weldon St

Approximate Park Acreage:

0.8

Drinking Fountains	0	Shade	2	Design and Ambiance 1
Seating	1	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

General Comments

Park lacks appropriate seating

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L005	PARCEL	1		2	2	
C195	Diamond Field, Practice	1		2	2	
C020	Open Turf	1		2	2	With practice diamond
C019	Basketball, Practice	1		2	2	Nice backboard and hoop. Concrete in decent shape
C018	Playground, Local	1		1	1	Playground structure plastic is fading, the pit is weedy and there is no ADA ramp

Clearwater Park

Acres: 12.4

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Clearwater Park

36

Total Neighborhood
GRASP® Score

40.8

Total Community
GRASP® Score

Address

2716 Clearwater Ave

Approximate Park Acreage:

12.4

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	1	Picnic Tables	2	

General Comments

Overall a decent park but showing some age.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L006	PARCEL	1		2	2	
C278	Trailhead	1		2	2	
C256	Loop Walk	1		2	2	Nice loop walk. Popular
C255	Diamond Field, Practice	1		2	2	
C025	Open Turf	1		2	2	It appears the drainage area is for football
C024	Volleyball Court	1		2	2	Nice courts
C023	Basketball, Practice	3		1	1	Standing water on the courts
C022	Playground, Local	1		1	1	Platforms are rusty and structure is fading. The pit is lacking any EWF in some areas
C021	Shelter, Small	1		1	1	Atypical octagon with peeling paint

Eagle Crest Park

Acres: 4.6

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



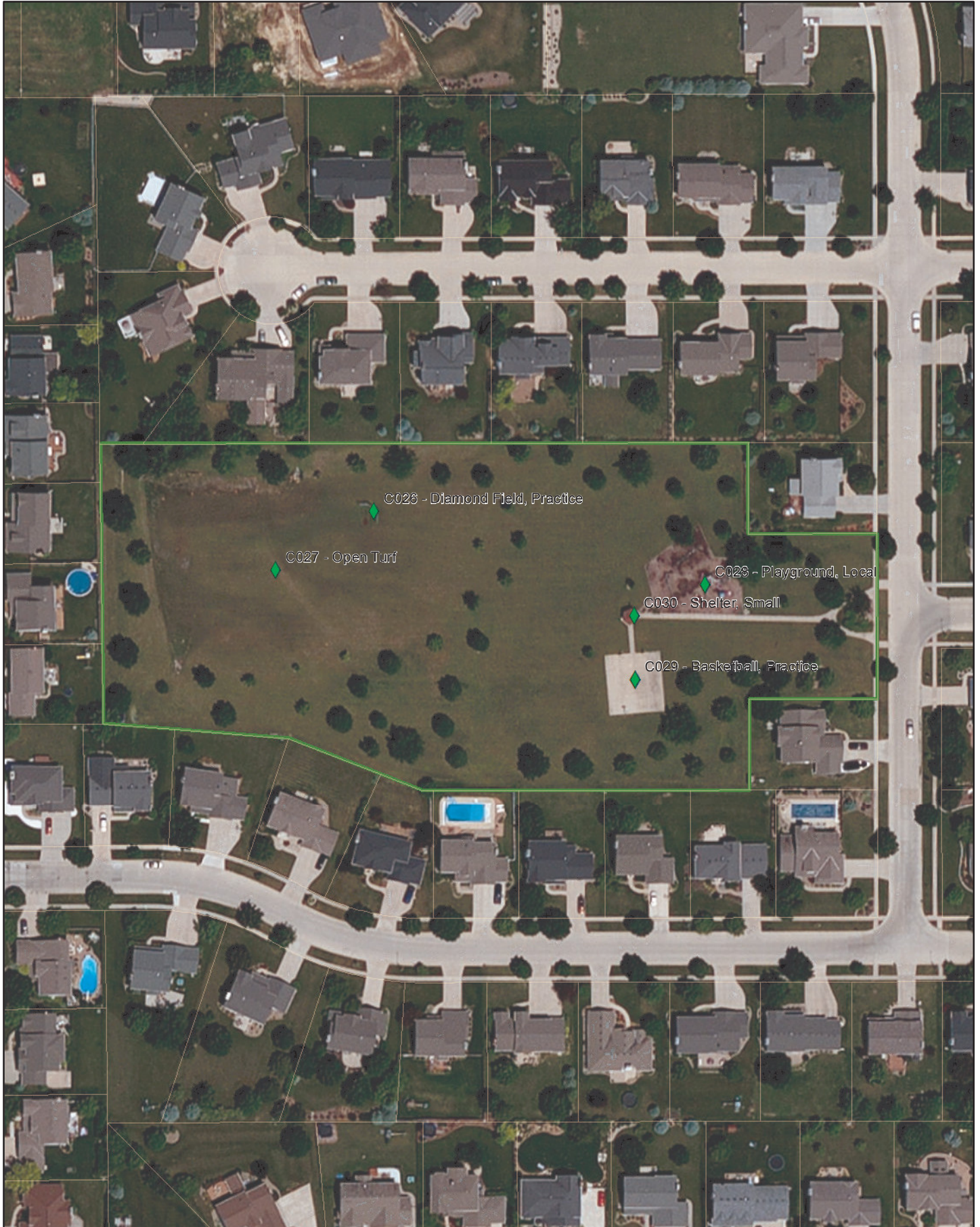
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Eagle Crest Park

26.4 Total Neighborhood
GRASP® Score31.2 Total Community
GRASP® Score

Address

2506 Chesapeake Ln

Approximate Park Acreage:

4.6

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	2	
Restrooms	0	Picnic Tables	2	

General Comments

A fairly expansive neighborhood park that is backed by about 20 homes but does have fairly decent street connection

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L007	PARCEL	1		2	2	
C030	Shelter, Small	1		1	1	Atypical octagon that needs repairs
C029	Basketball, Practice	2		2	2	Nice hoops but not striped like typical
C028	Playground, Local	1		2	2	
C027	Open Turf	1		2	2	
C026	Diamond Field, Practice	1		2	2	

Eagle View Park

Acres: 12.8

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



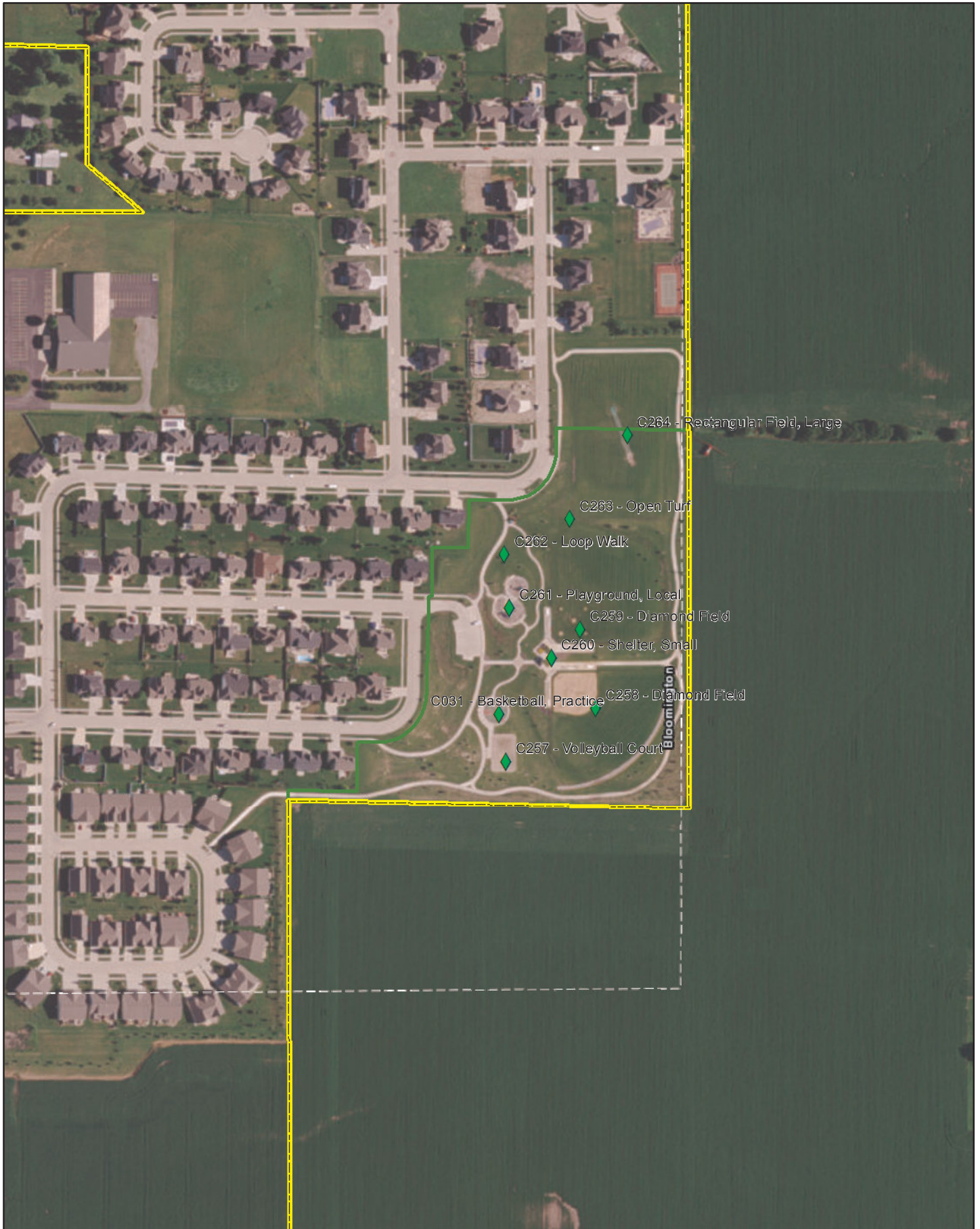
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Eagle View Park

43.2 Total Neighborhood
GRASP® Score48 Total Community
GRASP® Score

Address

4001 BAYWOOD RD

Approximate Park Acreage:

12.8

Drinking Fountains	2	Shade	0	Design and Ambiance 2
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	1	Picnic Tables	2	

General Comments

Newer park

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L008	PARCEL	1		2	2	
C264	Rectangular Field, Large	1		2	2	Cricket
C263	Open Turf	1		2	2	
C262	Loop Walk	1		2	2	
C261	Playground, Local	1		1	1	Really needs EWF
C260	Shelter, Small	1		2	2	Has green roof
C259	Diamond Field	1		2	2	No outfield fence
C258	Diamond Field	1		2	2	Nicer of the two fields
C257	Volleyball Court	1		2	2	Nice court
C031	Basketball, Practice	3		1	1	Need nets and paint surface

Emerson Park

Acres: 2.4

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)

City Limit



Initial Inventory Date: 7/11/2017

Emerson Park

13.2 Total Neighborhood
GRASP® Score

13.2 Total Community
GRASP® Score

Address

717 Bell St

Approximate Park Acreage:

2.4

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	1	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

General Comments

Nice neighborhood park that is in need of some updates

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L009	PARCEL	1		2	2	
C033	Open Turf	1		2	2	Plenty of room for additional components
C032	Playground, Local	1		2	2	

Evergreen Park

Acres: 0.8

Legend

+

Indoor Facility

◆

Outdoor Component

—

Trail

□

Outdoor Location

●

Component (Alt.Pro.)

□

Location (Alt.Pro.)

+

City Limit

N



Initial Inventory Date: 7/11/2017

Evergreen Park

5.5Total Neighborhood
GRASP® Score**5.5**Total Community
GRASP® Score

Address

1205 Forrest St

Approximate Park Acreage:

0.8

Drinking Fountains	2	Shade	2	Design and Ambiance 1
Seating	0	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

General Comments

Adjacent to housing authority apts.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L010	PARCEL	1		2	2	
C035	Open Turf	1		2	2	
C034	Playground, Local	1		1	1	Small play structure compared to other parks.

Ewing I Park

Acres: 5.3

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Ewing I Park

24Total Neighborhood
GRASP® Score**24**Total Community
GRASP® Score

Address

1420 Towanda Ave

Approximate Park Acreage:

5.3

Drinking Fountains	2	Shade	3	Design and Ambiance 2
Seating	2	Trail Connection	2	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	2	Picnic Tables	2	

General Comments**Components with Score**

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L011	PARCEL	1		2	2	
C279	Trail, Primitive	1		2	2	
C038	Shelter, Large	1		2	2	Atypical shelter
C037	Open Turf	1		2	2	
C036	Playground, Local	1		2	2	

Ewing II Park

Acres: 10.3

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



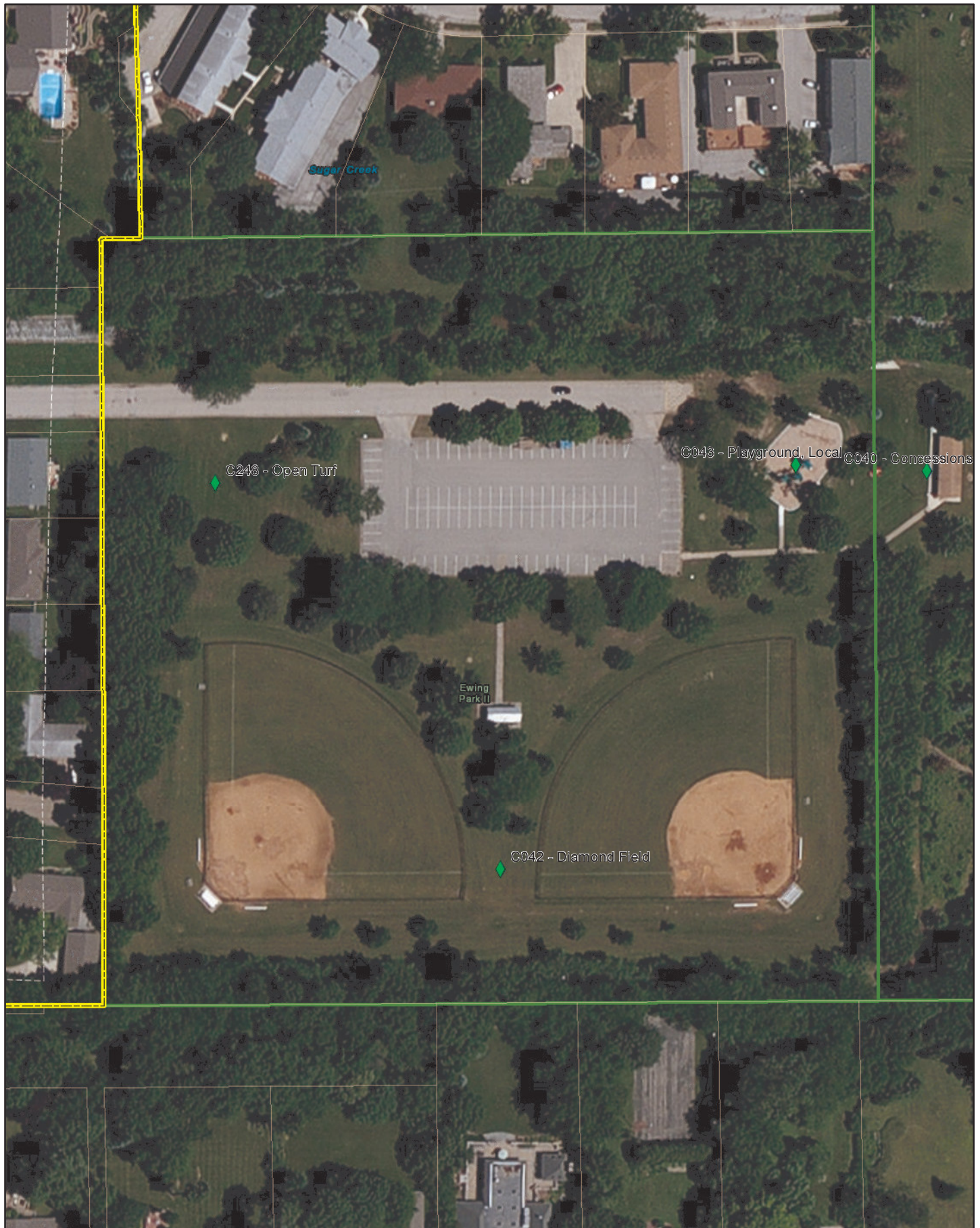
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Ewing II Park

17.6 Total Neighborhood
GRASP® Score22 Total Community
GRASP® Score

Address

1001 Ethell Pkwy

Approximate Park Acreage:

10.3

Drinking Fountains	0	Shade	3	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	1	

General Comments

Restroom and drinking fountain closed

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L012	PARCEL	1		2	2	
C248	Open Turf	1		2	2	
C043	Playground, Local	1		2	2	
C042	Diamond Field	2		2	2	Short backstops otherwise nice fields

Ewing III Park

Acres: 26.1

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Ewing III Park

33.6 Total Neighborhood
GRASP® Score38.4 Total Community
GRASP® Score

Address

901 Jersey Ave

Approximate Park Acreage:

26.1

Drinking Fountains	1	Shade	3	Design and Ambiance 2
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	1	Picnic Tables	1	

General Comments

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L013	PARCEL	1		2	2	
C251	Open Turf	1		2	2	
C250	Natural Area	2		2	2	Signed Native Prairie no mow areas.
C249	Water, Open	1		2	2	
C041	Natural Area	1		2	2	Nice wooded area with trails
C040	Concessions	1		2	2	With restroom
C039	Rectangular Field, Large	1		2	2	Football

Fell Avenue Park

Acres: 1

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)
Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Fell Avenue Park

24Total Neighborhood
GRASP® Score**24**Total Community
GRASP® Score

Address

1301 Fell Ave

Approximate Park Acreage:

1.0

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	2	
Restrooms	0	Picnic Tables	2	

General Comments

Nice neighborhood park

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L014	PARCEL	1		2	2	
C227	Shelter, Small	1		2	2	
C046	Basketball, Practice	1		2	2	
C045	Open Turf	1		2	2	
C044	Playground, Local	1		2	2	

Forrest Park

Acres: 23.4

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)

Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Forrest Park

52.8 Total Neighborhood
GRASP® Score52.8 Total Community
GRASP® ScoreAddress 1813 SPRINGFIELD RD
Approximate Park Acreage: 23.4

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	2	Picnic Tables	2	

General Comments

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L015	PARCEL	1		2	2	
C246	Shelter, Large	1		2	2	Typical octagon
C245	Open Turf	1		2	2	
C244	Shelter, Large	1		2	2	Typical 10x20 rectangle
C243	Disc Golf	1		2	2	
C242	Passive Node	1		2	2	Nice fire pit
C051	Shelter, Large	1		1	1	West end of Hike Haven. Floor is uneven. Only two tables.
C050	Natural Area	1		2	2	
C049	Shelter, Large	1		2	2	Octagon
C048	Playground, Local	1		3	3	Large newer structure
C047	Shelter, Large	1		2	2	

Franklin Park

Acres: 4.5

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Franklin Park

21.6 Total Neighborhood
GRASP® Score

21.6 Total Community
GRASP® Score

Address

302 E Chestnut St

Approximate Park Acreage:

4.5

Drinking Fountains	2	Shade	3	Design and Ambiance
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	2
Dog Pick-Up Station	0	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	1	Picnic Tables	2	

General Comments

Very traditional park centered historic neighborhood. The only thing missing is the band shell or gazebo in the middle

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L016	PARCEL	1		2	2	
C054	Open Turf	1		2	2	
C053	Loop Walk	1		2	2	
C052	Playground, Local	1		3	3	Nice mix of modern structures with the sand and tree stump nature play. The boardwalk is also a nice feature around old trees.

Friendship Park

Acres: 0.1

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)

Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Friendship Park

8.8Total Neighborhood
GRASP® Score**8.8**Total Community
GRASP® Score

Address

719 W Jefferson St

Approximate Park Acreage:

0.1

Drinking Fountains	0	Shade	2	Design and Ambiance
Seating	1	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

2**General Comments**

Space is limited in this pocket park but it does have a shelter

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L017	PARCEL	1		2	2	
C226	Shelter, Small	1		1	1	No table
C055	Playground, Local	1		1	1	Needs weeds sprayed

Gaelic Park

Acres: 14

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



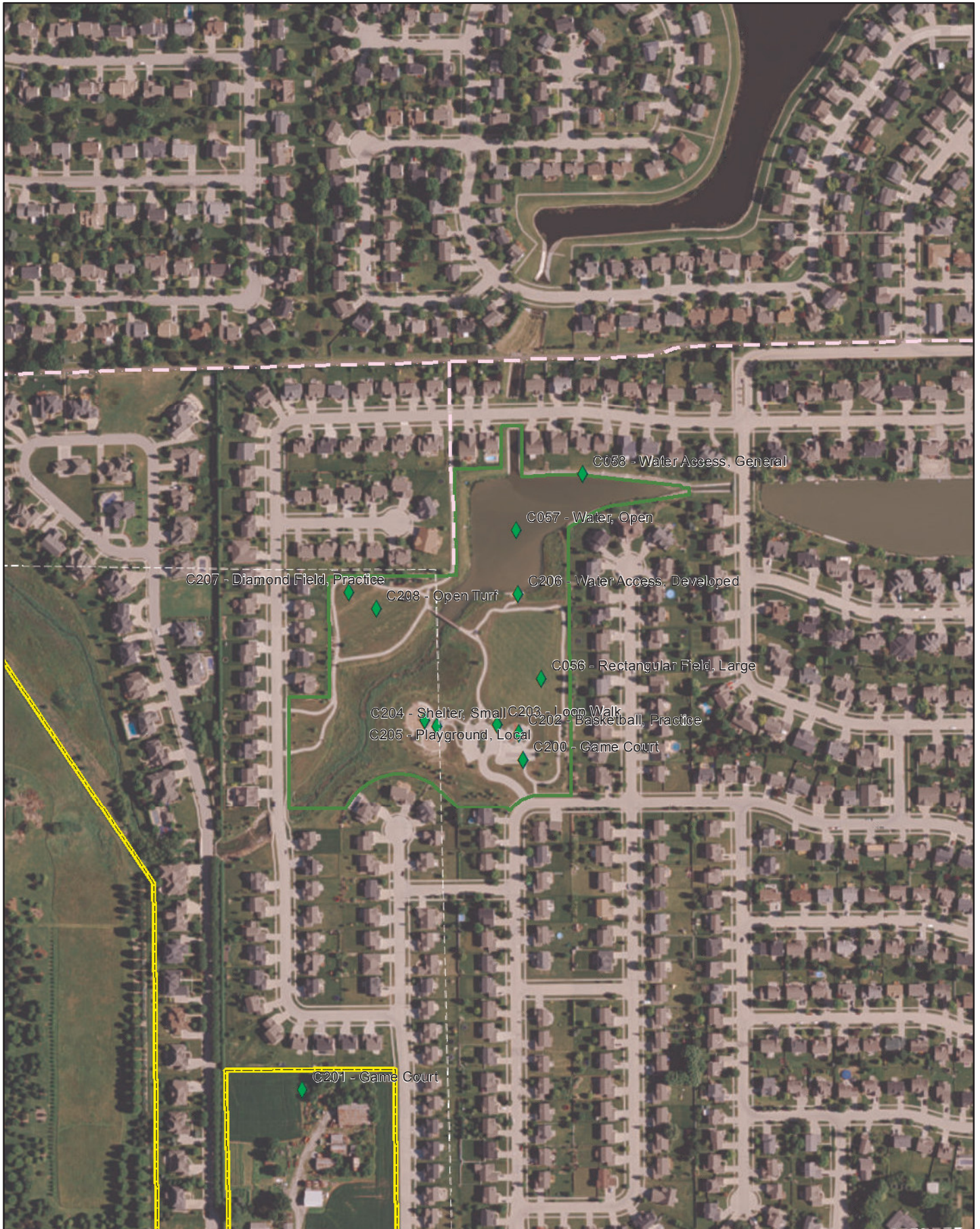
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Gaelic Park

62.4 Total Neighborhood
GRASP® Score

72

Total Community
GRASP® Score

Address

3102 Cave Creek Rd

Approximate Park Acreage:

14.0

Drinking Fountains	2	Shade	1	Design and Ambiance 2
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	0	Picnic Tables	1	

General Comments

Newer park with upgraded amenities and design, circulation.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L018	PARCEL	1		2	2	
C208	Open Turf	1		2	2	
C207	Diamond Field, Practice	1		2	2	
C206	Water Access, Developed	1		2	2	ADA overlook and fishing platform
C205	Playground, Local	1		2	2	Nicer playgrounds and pits
C204	Shelter, Small	1		2	2	
C203	Loop Walk	1		2	2	Popular loop
C202	Basketball, Practice	3		2	2	3 hoops 2 regulation one low
C201	Game Court	1		2	2	Bocce
C200	Game Court	1		2	2	Corn hole court
C058	Water Access, General	1		2	2	
C057	Water, Open	1		2	2	
C056	Rectangular Field, Large	1		2	2	

Highland Park Golf Course

Acres: 97.3

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Highland Park Golf Course

14.4 Total Neighborhood
GRASP® Score14.4 Total Community
GRASP® Score

Address

1613 S Main St

Approximate Park Acreage:

97.3

Drinking Fountains	2	Shade	2	Design and Ambiance
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	2
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	2	Picnic Tables	0	

General Comments

Several of the existing buildings appear to be in poor condition

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L019	PARCEL	1		2	2	
C280	Golf, Practice	1		2	2	
C059	Golf	1		2	2	

Holiday Park

Acres: 13.2

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



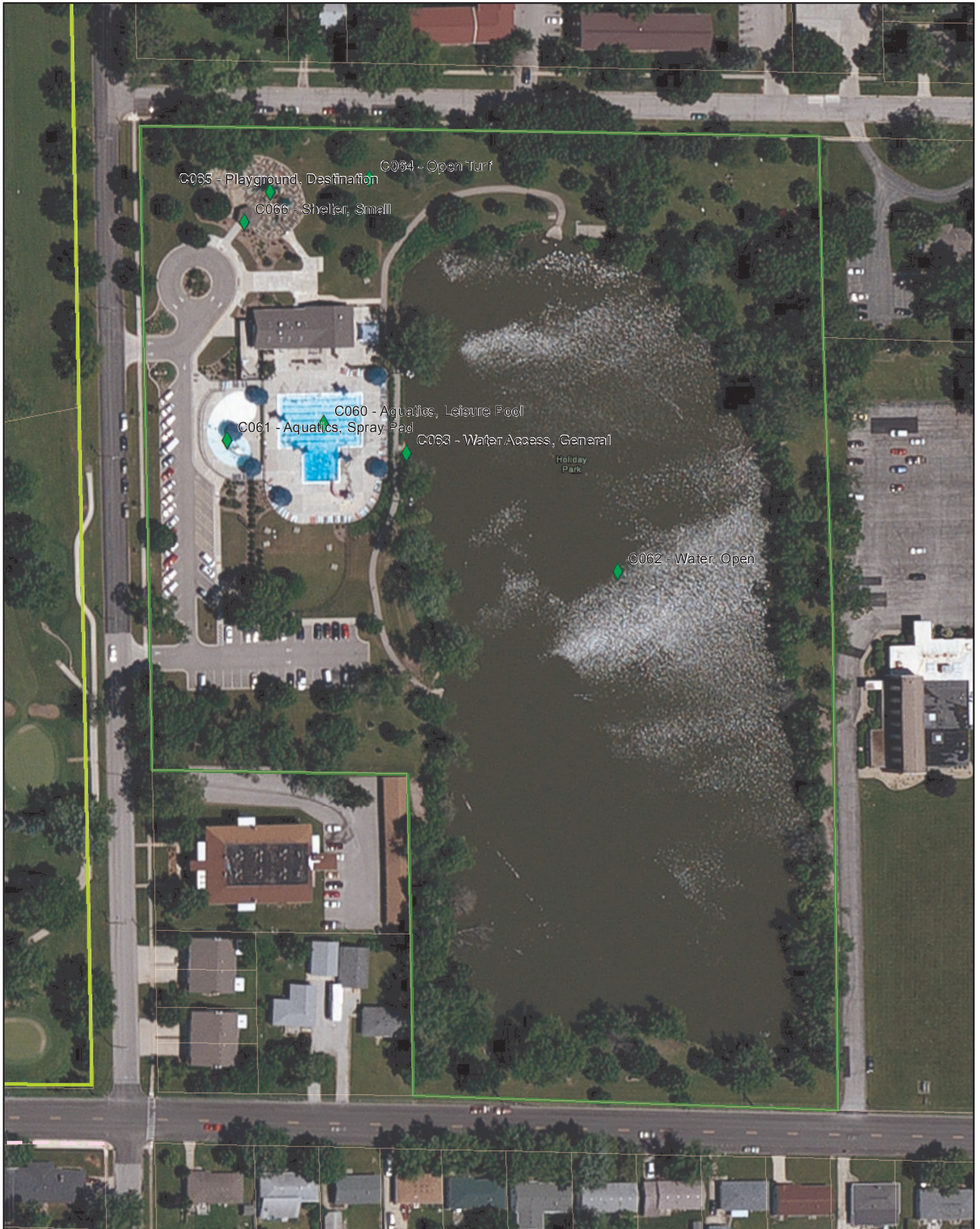
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Holiday Park

40.8 Total Neighborhood
GRASP® Score

40.8 Total Community
GRASP® Score

Address

800 S McGregor St

Approximate Park Acreage:

13.2

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	0	Picnic Tables	2	

General Comments

Nice park with popular pool, lake and playground

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L020	PARCEL	1		2	2	
C066	Shelter, Small	1		2	2	At playground
C065	Playground, Destination	1		2	2	Safety tile surfacing
C064	Open Turf	1		2	2	
C063	Water Access, General	1		2	2	There are several semi-developed access points
C062	Water, Open	1		2	2	Popular feature
C061	Aquatics, Spray Pad	1		2	2	
C060	Aquatics, Leisure Pool	1	Y	2	2	

Lincoln Park

Acres: 0.9

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)
Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Lincoln Park

6.6Total Neighborhood
GRASP® Score**6.6**Total Community
GRASP® Score

Address

527 N East St

Approximate Park Acreage:

0.9

Drinking Fountains	0	Shade	0	Design and Ambiance 1
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	2	
Restrooms	0	Picnic Tables	0	

General Comments

Basically this is the entry lawn to performing arts center the Bloomington Center for the Performing Arts where they host summer concerts and family events.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L021	PARCEL	1		2	2	
C068	Open Turf	1		2	2	
C067	Public Art	1		2	2	

Marie Litta Park

Acres: 0.3

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Marie Litta Park

19.2 Total Neighborhood
GRASP® Score

19.2 Total Community
GRASP® Score

Address

317 S Gridley St

Approximate Park Acreage:

0.3

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	3	
Restrooms	0	Picnic Tables	2	

General Comments

Neighbors complain of homeless problems in this park. Generally a nice little pocket park

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L022	PARCEL	1		2	2	
C199	Shelter, Small	1		2	2	Atypical shelter
C070	Open Turf	1		2	2	Probably a little small for much activity
C069	Playground, Local	1		2	2	

McGraw Park

Acres: 29.7

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

McGraw Park

150

Total Neighborhood
GRASP® Score

259

Total Community
GRASP® Score

Address

3202 Cornelius Dr

Approximate Park Acreage:

29.7

Drinking Fountains	2	Shade	2	Design and Ambiance 3
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	3	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	3	
Restrooms	3	Picnic Tables	2	

General Comments

While park overall has some great details, functionally is limited by parking location and access to more popular amenities like the playground. Nice fields appear to be limited access

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
C211	Tennis Court	2	N	2	2	2 non-lighted courts
C072	Garden, Display	1		2	2	
C073	Diamond Field	1	N	0	3	Limited access
C074	Diamond Field	1	Y	0	3	Premier lighted field with limited access due to fencing and locked gates therefore no neighborhood score
C075	Playground, Destination	1		3	3	Restrooms are a long ways away. Families picnic in parking lot because playground is so far away
C076	Diamond Field	2		2	2	
C077	Rectangular Field, Large	1		1	1	Overlay
C078	Tennis Court	4	Y	3	3	Nice courts and complex
C071	Passive Node	1		2	2	
C080	Open Turf	1		2	2	
L023	PARCEL	1		2	2	
C212	Passive Node	1		2	2	Cluster of tables that overlook tennis courts
C213	Rectangular Field, Small	1		2	2	
C214	Passive Node	1		2	2	
C215	Loop Walk	1		2	2	Nice walks
C216	Water Feature	1		2	2	
C217	Aquatics, Spray Pad	1		3	3	Popular
C218	Shelter, Small	1		2	2	Small octagon
C225	Concessions	1		3	3	Looks nice
C079	Tennis Complex	1		0	3	Nice little tennis complex with seating area, adjacent restroom, and storage building.

Miller Park

Acres: 70

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Miller Park

194

Total Neighborhood
GRASP® Score

220

Total Community
GRASP® Score

Address

1020 S Morris Ave

Approximate Park Acreage:

70.0

Drinking Fountains	2	Shade	2	Design and Ambiance 3
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	2	
Bike Parking	0	Ornamental Planting	2	
Restrooms	2	Picnic Tables	2	

General Comments

A great park in need of some ADA and cosmetic updates.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
C230	Picnic Ground	1		2	2	Various tables and BBQ grills
C082	Passive Node	1		2	2	War memorial and Firemans Memorial
C083	Playground, Destination	1		3	3	
C084	Golf, Miniature	1		2	2	
C085	Educational Experience	1		3	3	Zoo assessment not included specifically in this plan
C086	Event Space	1		2	2	
C087	Water, Open	1		3	3	
C088	Concessions	1		2	2	
C089	Diamond Field	1		2	2	An appropriate ballfield for this park
C090	Educational Experience	1		2	2	Locomotive
C091	Shelter, Small	1		2	2	
C092	Educational Experience	1		2	2	
C081	Tennis Court	3		1	1	Surfacing is failing in places. Nets are loose
C229	Water Access, Developed	1		2	2	Fishing bank
L024	PARCEL	1		2	2	
C231	Pickleball Court	4		1	1	Overlays
C232	Passive Node	1		2	2	Lake overlook
C233	Picnic Ground	1		2	2	
C234	Open Turf	1		2	2	
C235	Water Access, Developed	1		2	2	Fishing bank
C236	Picnic Ground	1		2	2	
C237	Shelter, Large	2		2	2	Fabric shelters at playground
C238	Aquatics, Spray Pad	1		2	2	
C239	Shelter, Large	1		2	2	
C240	Playground, Local	1		1	1	Dated tot structure
C241	Picnic Ground	1		2	2	
C228	Amusement Ride	1		2	2	Paddle boats

Northpoint Park

Acres: 10

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



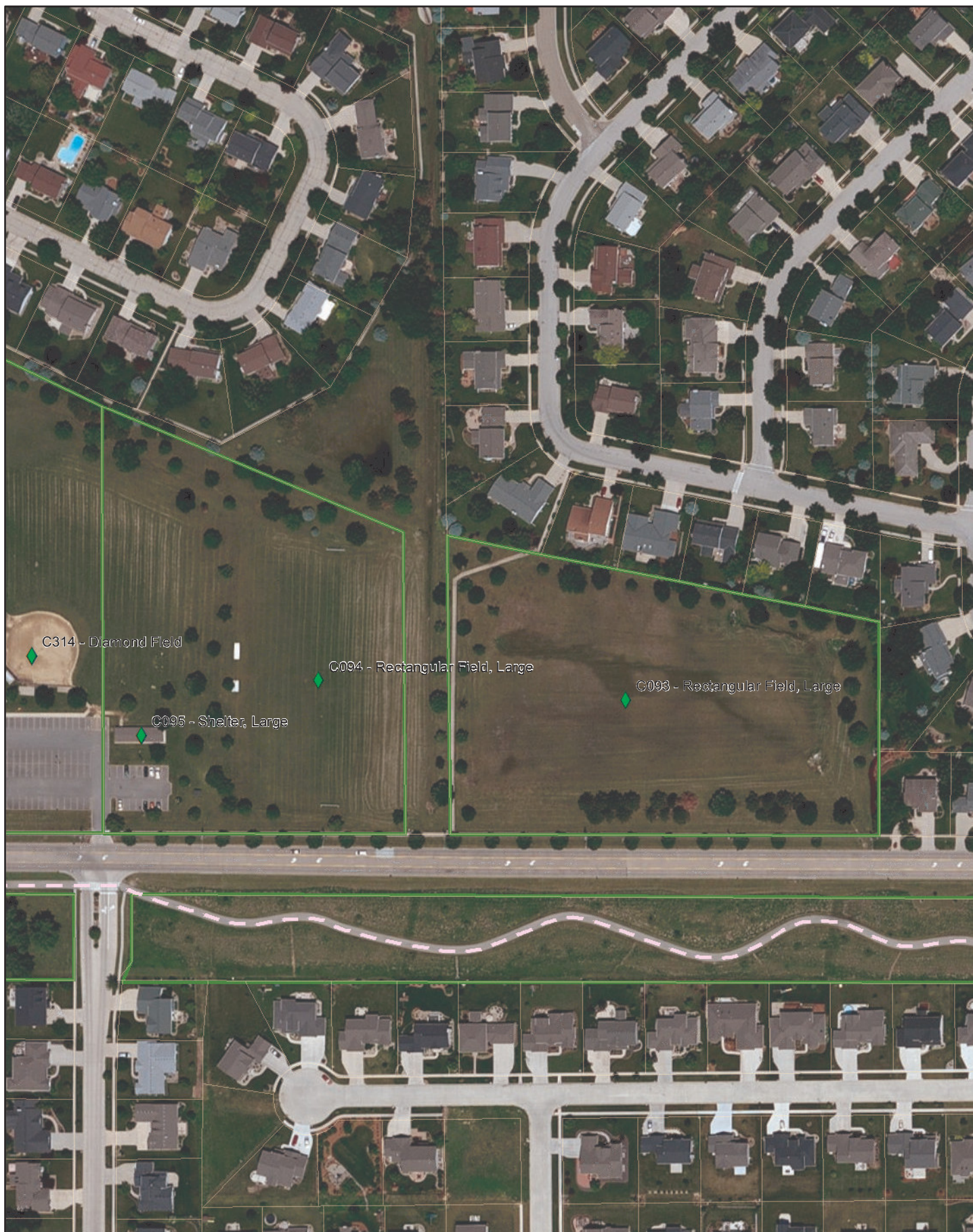
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017**Northpoint Park****19.2** Total Neighborhood
GRASP® Score**19.2** Total Community
GRASP® Score

Address

2602 College Ave

Approximate Park Acreage:

10.0

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Drinking Fountains	0	Shade	2	Design and Ambiance
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	2	Picnic Tables	2	

General Comments				
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Components with Score				
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MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L025	PARCEL	1		2	2	
C095	Shelter, Large	1		2	2	
C094	Rectangular Field, Large	1		2	2	
C093	Rectangular Field, Large	1		2	2	

Northpoint School Park

Acres: 9.9

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



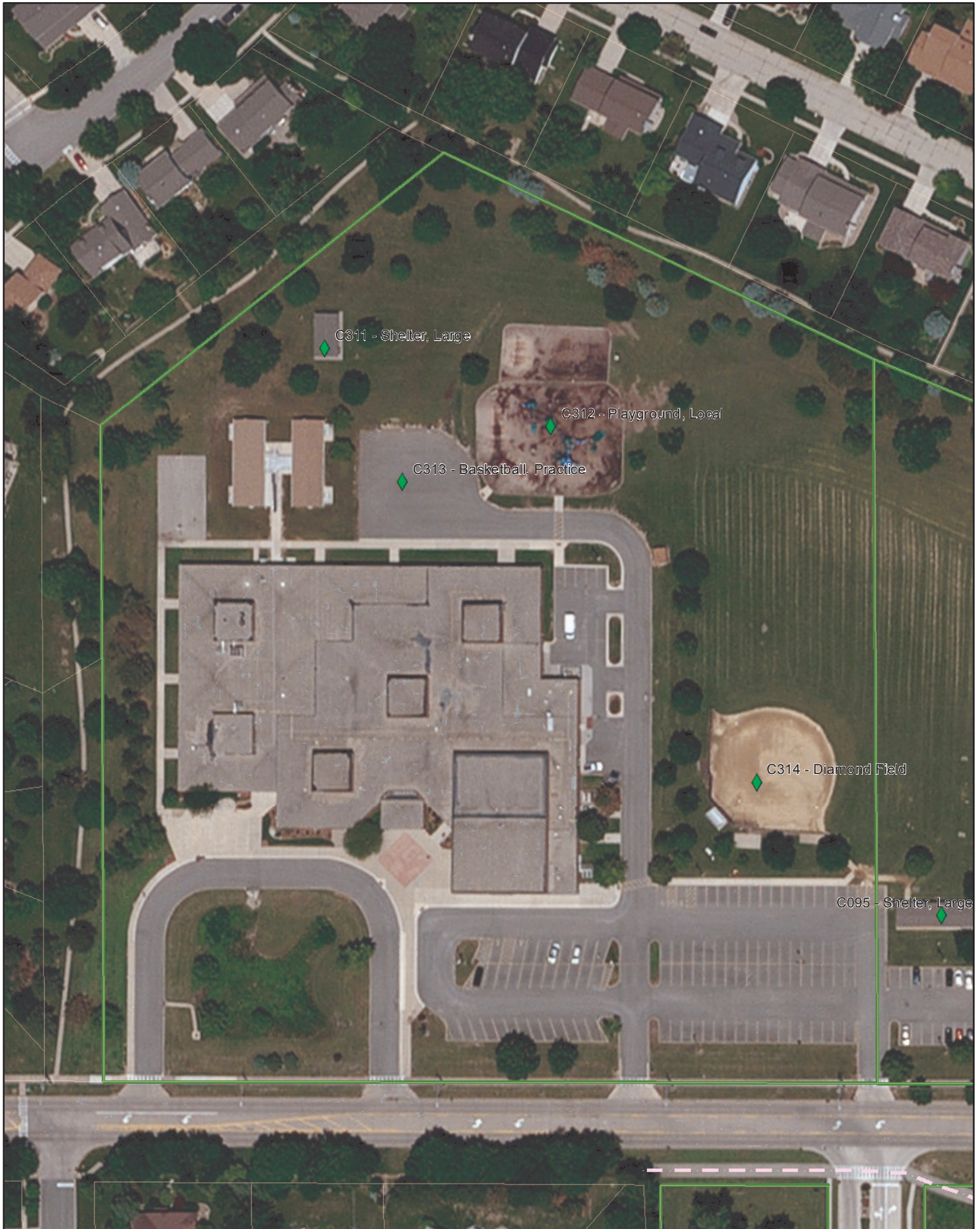
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Northpoint School Park

9.9Total Neighborhood
GRASP® Score**15.4**Total Community
GRASP® Score

Address

2602 College Ave

Approximate Park Acreage:

9.9

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	1	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

General Comments**Components with Score**

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L049	PARCEL	1		2	2	
C311	Shelter, Large	1		2	2	
C314	Diamond Field	1		2	2	
C312	Playground, Local	1		2	2	
C313	Basketball, Practice	6		1	1	

Oakland School Park

Acres: 10.3

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)
Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Oakland School Park

13.2 Total Neighborhood
GRASP® Score17.6 Total Community
GRASP® Score

Address

1605 E Oakland Ave

Approximate Park Acreage:

10.3

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	1	Picnic Tables	0	

General Comments

On school grounds.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L050	PARCEL	1		2	2	
C316	Open Turf	1		2	2	
C319	Playground, Local	1		2	2	
C317	Basketball Court	2		1	1	
C320	Diamond Field	2		2	2	
C315	Basketball Court	2		1	1	
C318	Diamond Field, Practice	1		2	2	

O'Neil Park

Acres: 21.6

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

O'Neil Park

18

Total Neighborhood
GRASP® Score

25.2

Total Community
GRASP® Score

Address

1515 W Chestnut St

Approximate Park Acreage:

21.6

Drinking Fountains	1	Shade	2	Design and Ambiance 1
Seating	1	Trail Connection	0	
BBQ Grills	1	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	1	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	0	
Restrooms	2	Picnic Tables	1	

General Comments

Could be a great park but most of it just feels tired

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L028	PARCEL	1		2	2	
C224	Concessions	1		1	1	dated
C223	Shelter, Large	1		2	2	
C222	Basketball, Practice	1		1	1	Popular with teens.
C221	Rectangular Field, Large	1		1	1	Overlay of diamond with one goal post
C108	Diamond Field	1		1	1	not as nice as the other two in this park
C107	Skate Park	1	Y	1	1	Street course. Dated
C106	Aquatics, Leisure Pool	1		1	1	seems fairly typical for Bloomington but kiddie pool closed
C105	Tennis Court	3	Y	1	1	Surfacing is about done
C104	Playground, Local	1		1	1	Dated
C103	Diamond Field	1	Y	0	2	Nice field but locked to walk in use
C102	Diamond Field	1		2	2	

P J Irvin Park

Acres: 15.6

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

P J Irvin Park

24

Total Neighborhood
GRASP® Score

24

Total Community
GRASP® Score

Address

1601 McKay Dr

Approximate Park Acreage:

15.6

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	1	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	2	
Bike Parking	0	Ornamental Planting	2	
Restrooms	1	Picnic Tables	2	

General Comments

Nice park setting that consists of mostly disc golf in additiona to a playground and shelter.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L029	PARCEL	1		2	2	
C197	Open Turf	1		2	2	
C111	Disc Golf	1		2	2	Looks like nice course. Popular this afternoon
C110	Shelter, Large	1		2	2	
C109	Playground, Local	1		2	2	

Pepper Ridge Park

Acres: 13.9

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Pepper Ridge Park

19.2 Total Neighborhood
GRASP® Score26.4 Total Community
GRASP® Score

Address

2502 Fox Creek Rd

Approximate Park Acreage:

13.9

Drinking Fountains	2	Shade	1	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	1	Picnic Tables	2	

General Comments

Two decent diamonds and a rectangle. No playground at this park. While both diamonds are lighted they have limited dugouts

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L030	PARCEL	1		2	2	
C116	Shelter, Large	1		1	1	Needs shingles
C115	Rectangular Field, Large	1	N	2	2	
C114	Diamond Field	2	Y	2	2	East field has limited access

Prairie Vista Golf Course

Acres: 155

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



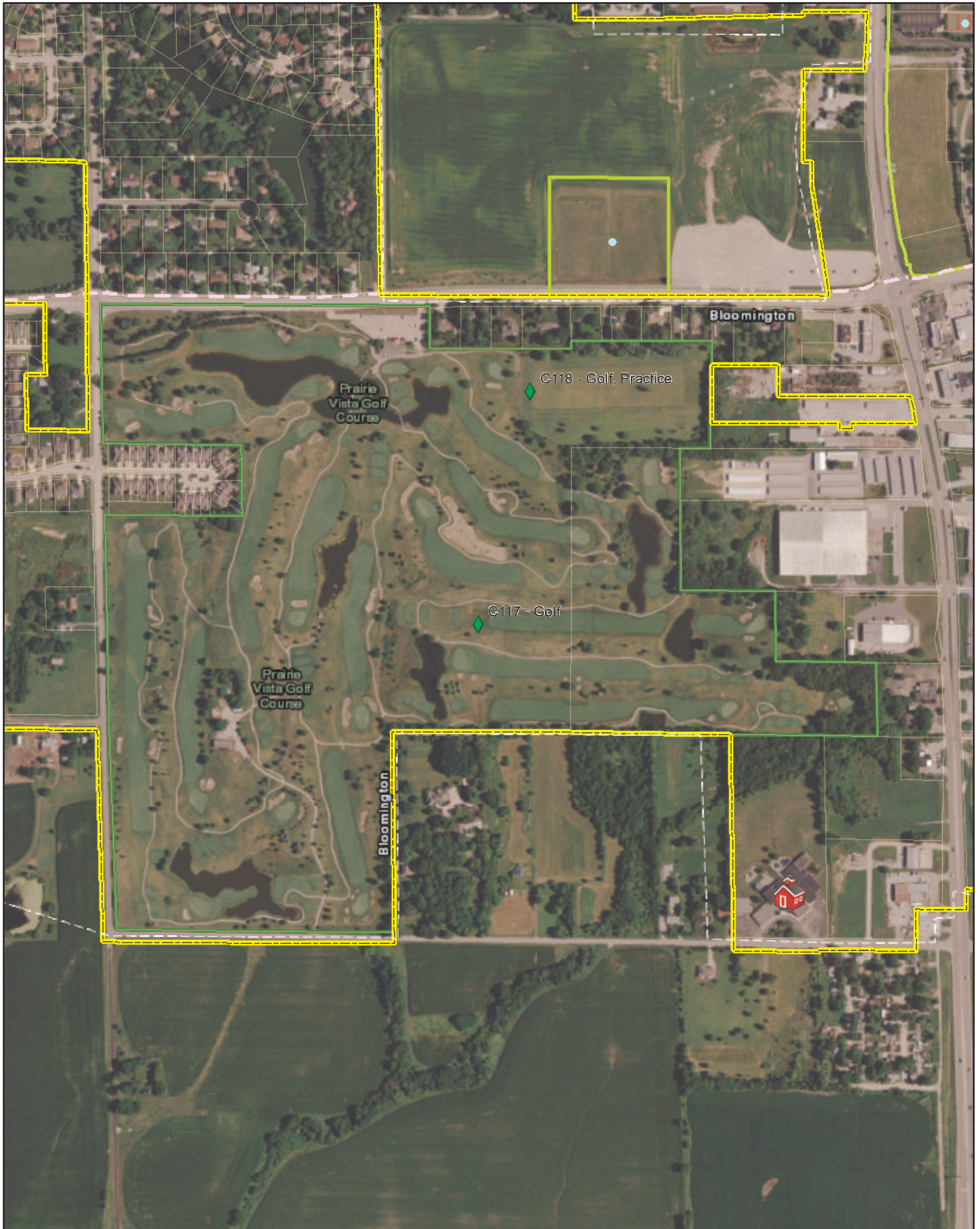
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Prairie Vista Golf Course

14.4 Total Neighborhood
GRASP® Score14.4 Total Community
GRASP® Score

Address

502 W Hamilton Rd

Approximate Park Acreage:

155.0

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	3	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	2	
Bike Parking	0	Ornamental Planting	2	
Restrooms	2	Picnic Tables	0	

General Comments

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L031	PARCEL	1		2	2	
C118	Golf, Practice	1		2	2	
C117	Golf	1		2	2	

Rollingbrook Park

Acres: 13.7

Legend

Indoor Facility

Outdoor Component

Trail

Outdoor Location

Component (Alt.Pro.)

Location (Alt.Pro)

City Limit

N

An aerial photograph of Rollingbrook Park, a green space situated within a residential neighborhood. The park is outlined by a green line. Various sports facilities are marked with colored icons and labels:

- C121 - Rectangular Field, Small**: Marked with a green diamond icon.
- C123 - Shelter, Large**: Marked with a green diamond icon.
- C120 - Tennis Court**: Marked with a green diamond icon.
- C122 - Playground, Local**: Marked with a green diamond icon.
- C126 - Open Turf**: Marked with a green diamond icon.
- C209 - Shelter, Large**: Marked with a green diamond icon.
- C125 - Basketball Practice**: Marked with a green diamond icon.
- C124 - Pickleball Court**: Marked with a green diamond icon.
- C210 - Rectangular Field, Large**: Marked with a green diamond icon.
- C127 - Diamond Field**: Marked with a green diamond icon.

The surrounding area consists of numerous houses with brown roofs and green lawns, separated by streets. A road runs along the top edge of the park, and another road runs along the left side. A dashed white line is visible on the left side of the park, possibly indicating a city limit or a specific boundary.

Initial Inventory Date: 7/11/2017

Rollingbrook Park

45.6 Total Neighborhood
GRASP® Score67.2 Total Community
GRASP® Score

Address

1002 S Hershey Rd

Approximate Park Acreage:

13.7

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	2	
Bike Parking	2	Ornamental Planting	2	
Restrooms	1	Picnic Tables	2	

General Comments

Nice park in need of updates. Popular with wide range of age groups.

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L033	PARCEL	1		2	2	
C210	Rectangular Field, Large	1		2	2	Likely an overlay but decent
C209	Shelter, Large	1		2	2	Octagon
C127	Diamond Field	1		2	2	Infield is nice. No outfield fence. Backstop is adequate. Benches for dugouts
C126	Open Turf	1		2	2	Could be considered rectangles
C125	Basketball, Practice	3		1	1	One hoop has been upgraded to standard
C124	Pickleball Court	4		1	1	Converted inline rink to 4 pickle ball courts. Surfacing could be improved
C123	Shelter, Large	1		2	2	
C122	Playground, Local	1		1	1	This playground is too small and dated for its popularity
C121	Rectangular Field, Small	1		2	2	
C120	Tennis Court	3		2	2	suspended court surfacing

Stevenson School Park

Acres: 14.2

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Stevenson School Park

22.2 Total Neighborhood
GRASP® Score

25.8 Total Community
GRASP® Score

Address 2106 Arrowhead Dr
Approximate Park Acreage: 14.2

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	1	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	0	
Restrooms	1	Picnic Tables	2	

General Comments

Playground and the tennis courts really feel kind of separated from the school

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L051	PARCEL	1		2	2	
C322	Rectangular Field, Small	1		2	2	
C325	Rectangular Field, Small	1		2	2	
C328	Playground, Local	1		2	2	
C323	Diamond Field	1		2	2	
C326	Game Court	1		1	1	Basic school games set up in the parking lot basketball hoops have no hoops or rims
C329	Fitness Course	1		2	2	
C321	Tennis Court	3	Y	1	1	Poor shape but lighted
C324	Shelter, Small	1		2	2	
C327	Playground, Local	1		2	2	

Suburban East Park

Acres: 3.2

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



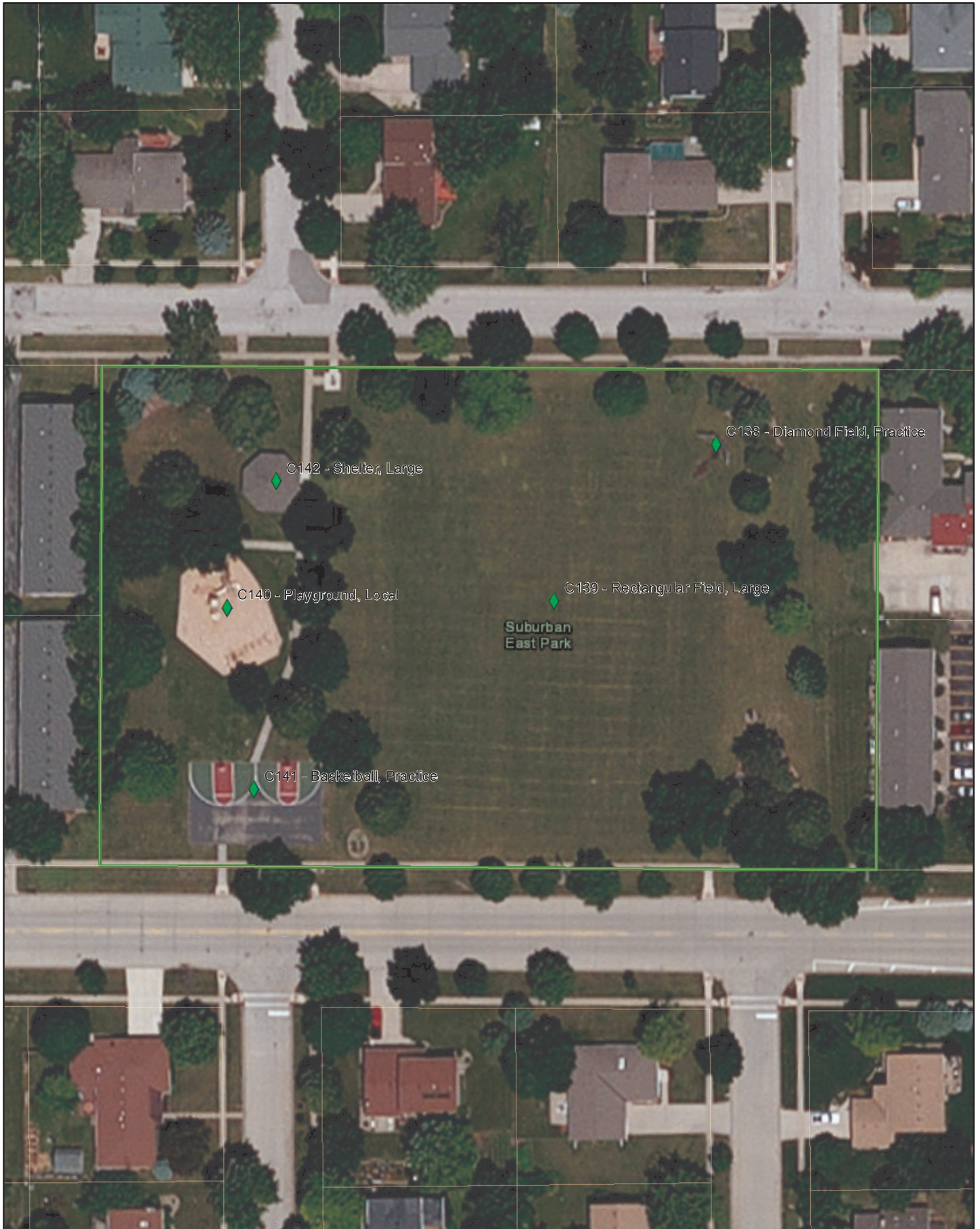
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Suburban East Park

26.4 Total Neighborhood
GRASP® Score

28.8 Total Community
GRASP® Score

Address

3011 Lisa Ave

Approximate Park Acreage:

3.2

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	1	Picnic Tables	2	

General Comments

Decent neighborhood park

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L035	PARCEL	1		2	2	
C142	Shelter, Large	1		2	2	typical octagon
C141	Basketball, Practice	2		1	1	Poor surfacing. Nonstandard hoops
C140	Playground, Local	1		2	2	Nice playground structure
C139	Rectangular Field, Large	1		2	2	
C138	Diamond Field, Practice	1		2	2	

Sunnyside Park

Acres: 5.8

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Sunnyside Park

28.6 Total Neighborhood
GRASP® Score

35.2 Total Community
GRASP® Score

Address

407 Erickson Ave

Approximate Park Acreage:

5.8

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	0	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	0	

General Comments

Could be an important park near housing authority apts. Lots of space. Upgraded basketball. No seating. Playground has been replaced

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L036	PARCEL	1		2	2	
C196	Basketball, Practice	2	N	3	3	One tall one short hoop. New surface and hoops
C146	Open Turf	1		2	2	
C145	Basketball Court	1	N	3	3	New courts
C144	Playground, Local	1		2	2	new
C143	Diamond Field	1		1	1	No dugouts. Minimal backstop. Could be considered a nice practice diamond

The Den At Fox Creek Golf Course

Acres: 205.1

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

The Den At Fox Creek Golf Course

25.2 Total Neighborhood
GRASP® Score

25.2 Total Community
GRASP® Score

Address 3002 Fox Creek Rd
Approximate Park Acreage: 205.1

Drinking Fountains	2	Shade	2	Design and Ambiance 3
Seating	2	Trail Connection	2	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	2	Seasonal Plantings	2	
Bike Parking	0	Ornamental Planting	2	
Restrooms	2	Picnic Tables	0	

General Comments

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L037	PARCEL	1		2	2	
C150	Golf, Practice	1		2	2	
C149	Golf	1		3	3	

Tipton Park

Acres: 49.5



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro)



City Limit



Initial Inventory Date: 7/11/2017

Tipton Park

180

Total Neighborhood
GRASP® Score

194

Total Community
GRASP® Score

Address

2201 Stone Mountain Blvd

Approximate Park Acreage:

49.5

Drinking Fountains	2	Shade	2	Design and Ambiance 3
Seating	2	Trail Connection	3	
BBQ Grills	2	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	3	Picnic Tables	2	

General Comments

Nicely themed and detailed park. Showing some wear and tear

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
C163	Playground, Local	1		2	2	
C152	Water, Open	1		3	3	
C153	Water Access, General	1		2	2	
C154	Fitness Course	1		2	2	
C155	Diamond Field	1		2	2	
C156	Diamond Field	1		2	2	
C157	Rectangular Field, Large	1		2	2	
C158	Basketball, Practice	3		2	2	
C159	Playground, Destination	1		3	3	Farm theme
C160	Aquatics, Spray Pad	1		2	2	Surface wear
C151	Loop Walk	1		3	3	
C162	Shelter, Large	1		2	2	
L038	PARCEL	1		2	2	
C164	Natural Area	1		2	2	
C265	Picnic Ground	1		2	2	
C266	Educational Experience	1		2	2	Interpretation throughout park
C267	Fitness Course	1		2	2	
C268	Loop Walk	1		2	2	
C269	Natural Area	1		2	2	No mow areas fit with prairie and wetland theme
C270	Water Access, Developed	1		2	2	
C271	Trailhead	1		2	2	
C272	Natural Area	1		2	2	
C161	Shelter, Large	1		3	3	Unique barn shelter with restroom

Walt Bittner Park

Acres: 7.5

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Walt Bittner Park

33.6Total Neighborhood
GRASP® Score**43.2**Total Community
GRASP® Score

Address

3807 Rave Rd

Approximate Park Acreage:

7.5

Drinking Fountains	2	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	2	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	1	Picnic Tables	2	

General Comments**Components with Score**

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L039	PARCEL	1		2	2	
C181	Loop Walk	1		2	2	
C180	Open Turf	1		2	2	
C179	Shelter, Large	1		1	1	exposed wires
C178	Playground, Local	1		2	2	
C177	Diamond Field	1		2	2	Infield is not skinned. Could change to practice diamond and rectagle with full score instead
C176	Rectangular Field, Large	1		1	1	Overlay
C175	Basketball, Practice	3		2	2	

Westwood Park

Acres: 2.5

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



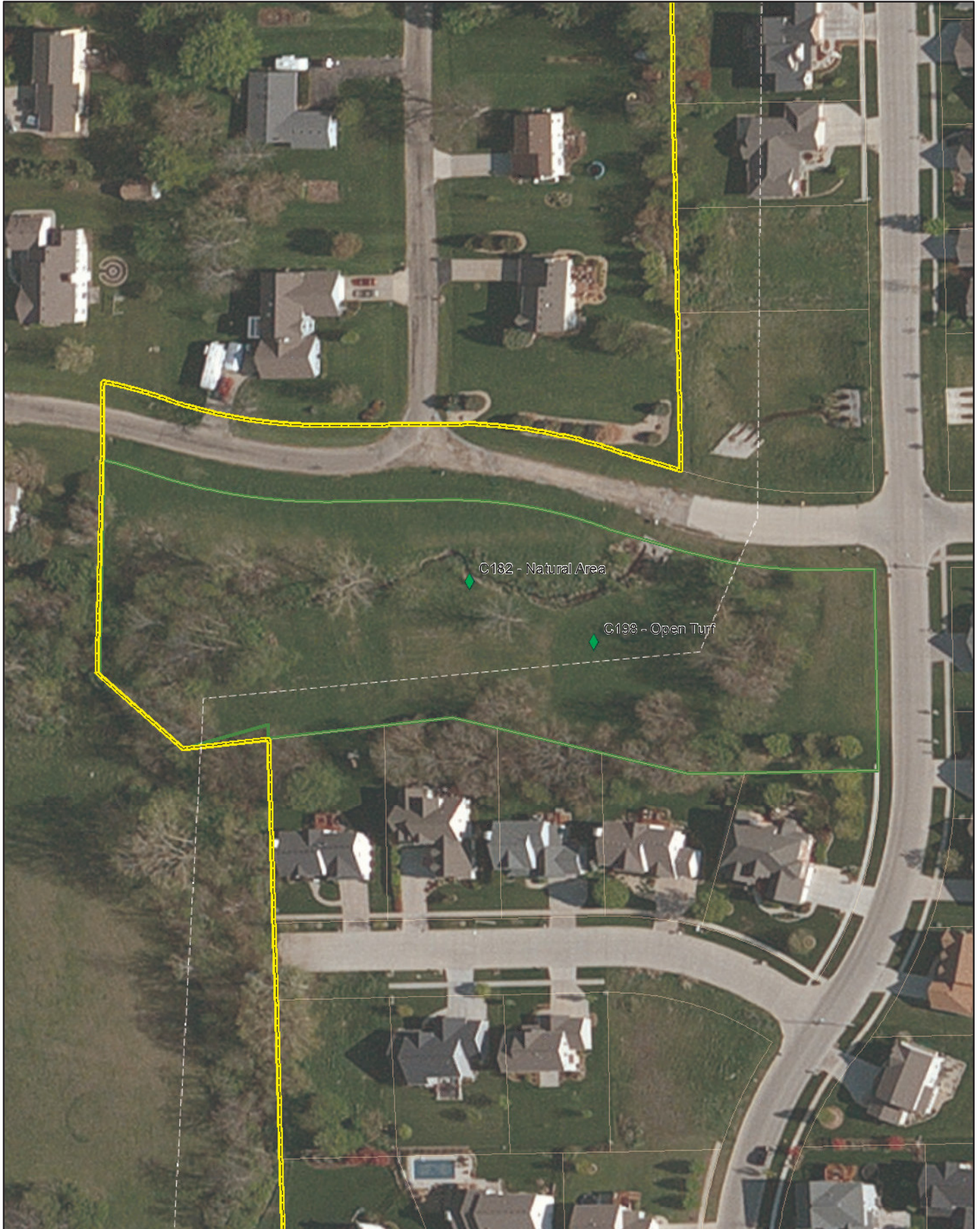
Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Westwood Park

13.2 Total Neighborhood
GRASP® Score17.6 Total Community
GRASP® Score

Address

2301 Ridge Creek Dr

Approximate Park Acreage:

2.5

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	0	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Planting	0	
Restrooms	0	Picnic Tables	1	

General Comments

Not much here for park amenities

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L040	PARCEL	1		2	2	
C198	Open Turf	2		2	2	A couple decent size areas
C182	Natural Area	1		2	2	Drainage

White Oak Park

Acres: 86

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)



Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

White Oak Park

93.6 Total Neighborhood
GRASP® Score93.6 Total Community
GRASP® Score

Address

1514 N Cottage Ave

Approximate Park Acreage:

86.0

Drinking Fountains	1	Shade	1	Design and Ambiance 3
Seating	2	Trail Connection	3	
BBQ Grills	1	Park Access	2	
Dog Pick-Up Station	2	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	2	Ornamental Planting	2	
Restrooms	2	Picnic Tables	2	

General Comments

Nice park but active area seems underutilized

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L041	PARCEL	1		2	2	
C220	Natural Area	1		3	3	No mow habitat area. Good use of sign to identify
C219	Educational Experience	1		2	2	Unique multi-station family fun games
C192	Open Turf	1		2	2	Probably large enough to be a field
C191	Rectangular Field, Large	1		2	2	Stands and parking add to functionality of this field
C190	Playground, Local	1		2	2	Seems underutilized currently
C189	Diamond Field	1		2	2	
C188	Shelter, Large	1		2	2	needs shingles
C187	Shelter, Large	1		1	1	needs shingles
C186	Open Turf	1		2	2	
C185	Water Access, General	1		2	2	
C184	Water Access, Developed	1		2	2	
C183	Water, Open	1		2	2	

Withers Park

Acres: 0.5

Legend



Indoor Facility



Outdoor Component



Trail



Outdoor Location



Component (Alt.Pro.)
Location (Alt.Pro.)



City Limit



Initial Inventory Date: 7/11/2017

Withers Park

14.4 Total Neighborhood
GRASP® Score

14.4 Total Community
GRASP® Score

Address

204 E WASHINGTON ST

Approximate Park Acreage:

0.5

Drinking Fountains	0	Shade	2	Design and Ambiance 2
Seating	2	Trail Connection	0	
BBQ Grills	0	Park Access	2	
Dog Pick-Up Station	0	Parking	0	
Security Lighting	2	Seasonal Plantings	2	
Bike Parking	0	Ornamental Planting	2	
Restrooms	0	Picnic Tables	0	

General Comments

Urban pocket park

Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L042	PARCEL	1		2	2	
C194	Picnic Ground	1		2	2	
C193	Public Art	1		2	2	

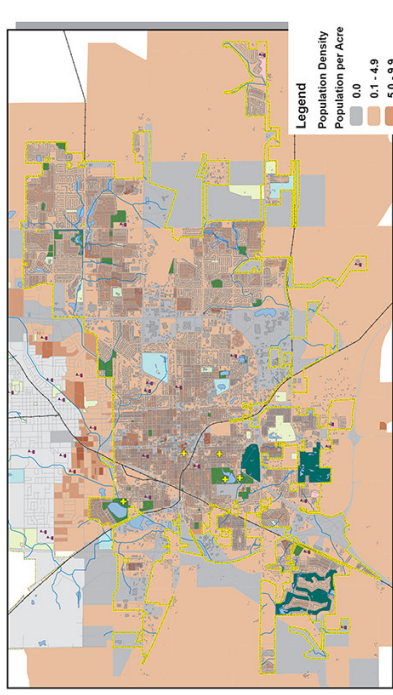
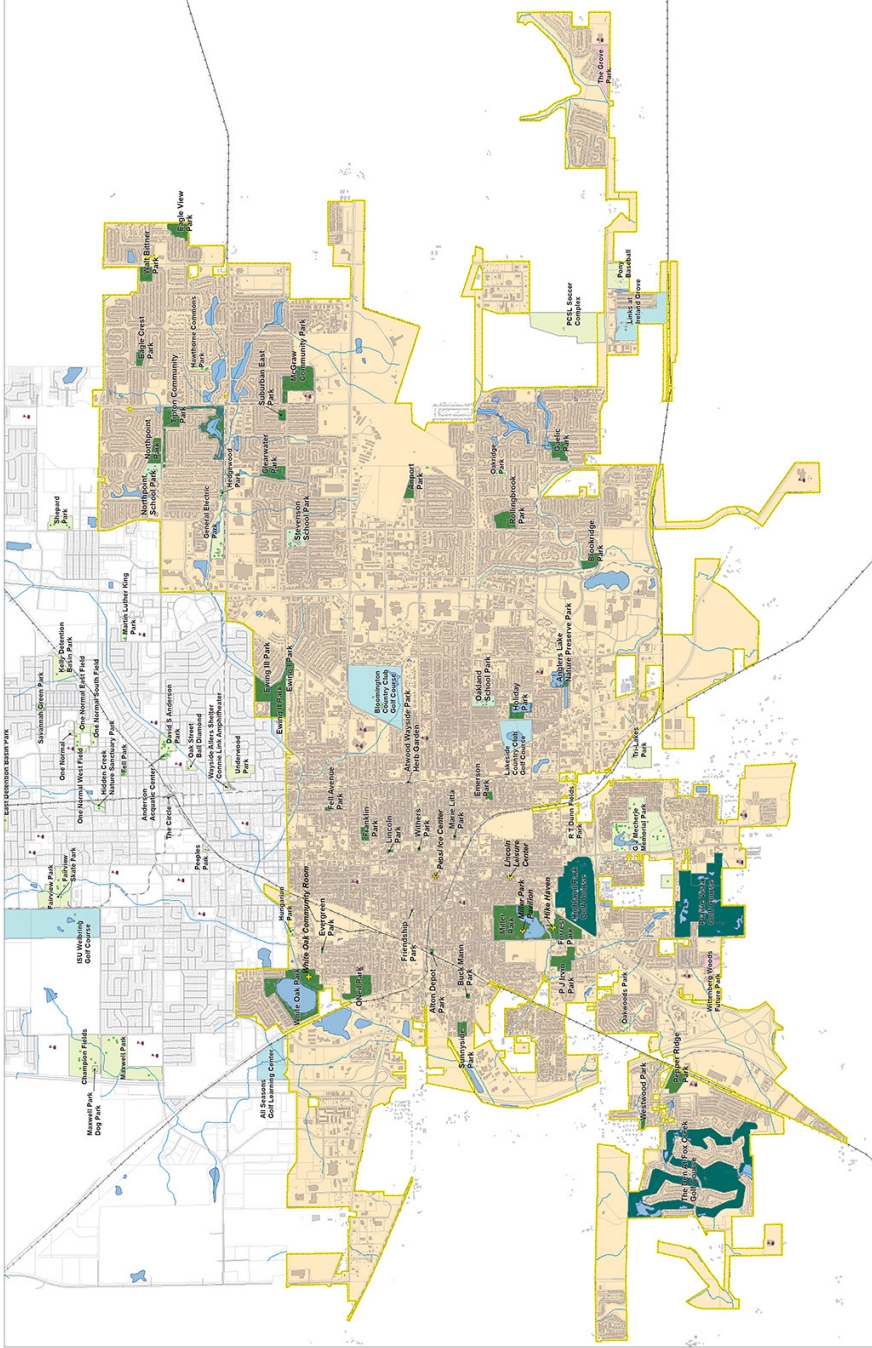
Appendix B: Maps

DRAFT

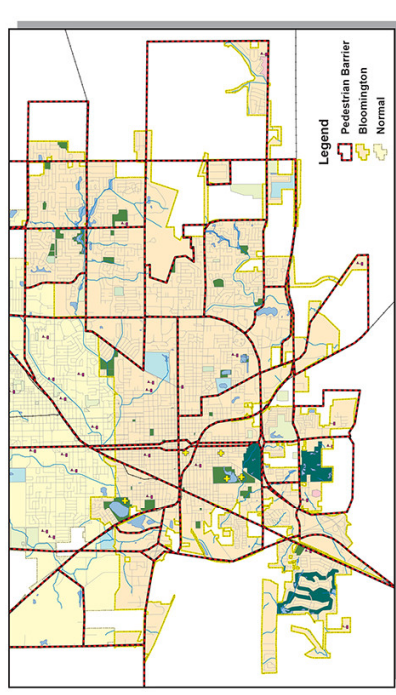
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Bloomington, IL Parks and Recreation Master Plan

Map Series A: Resource Maps



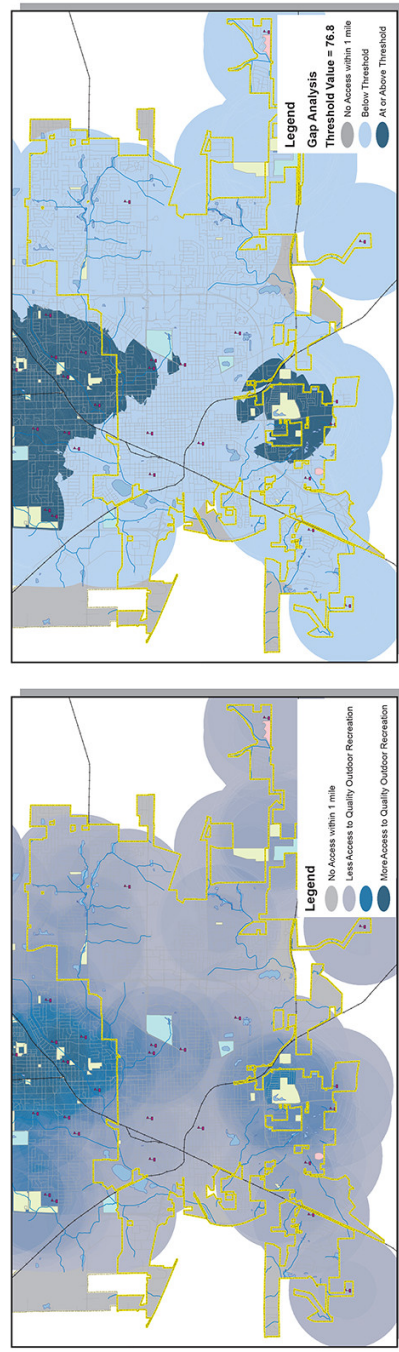
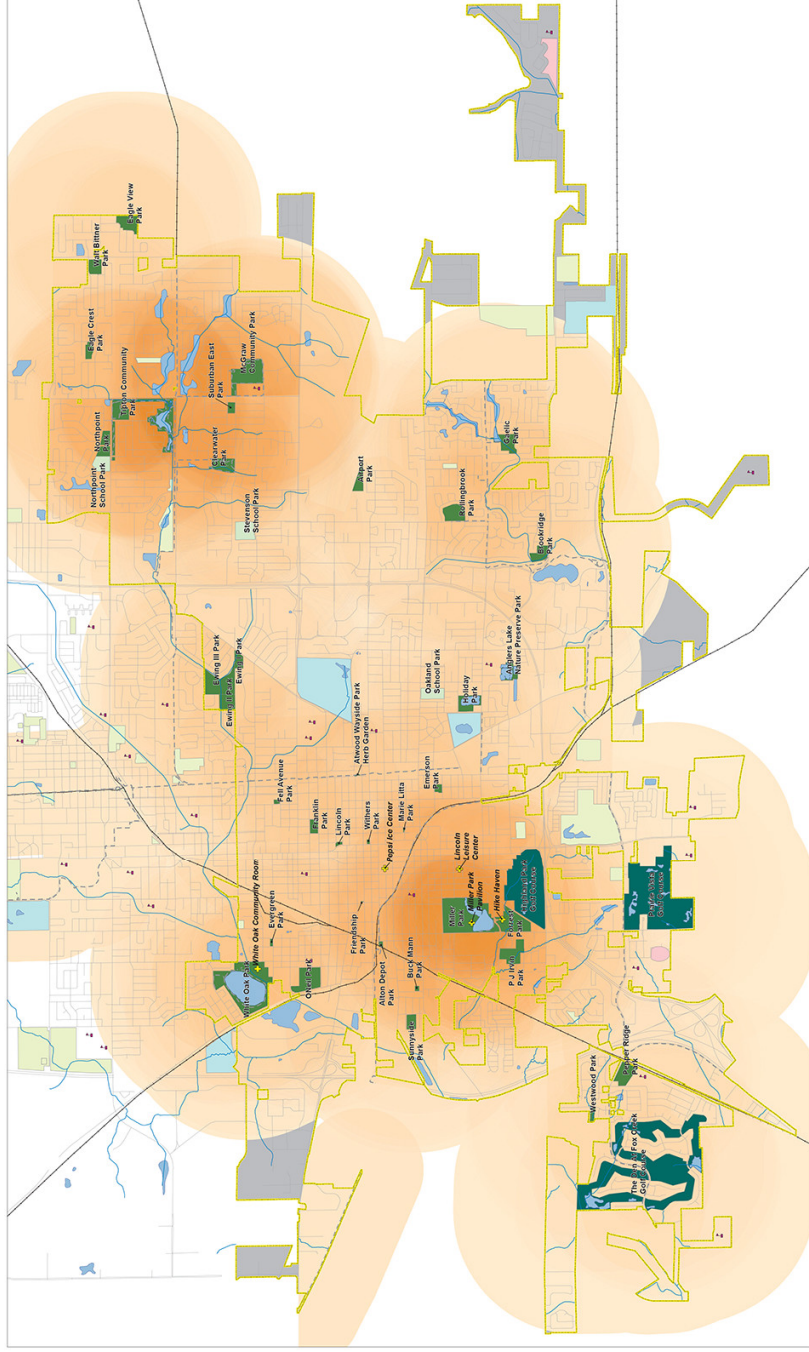
Inset Map: Population Density (People per Acre)



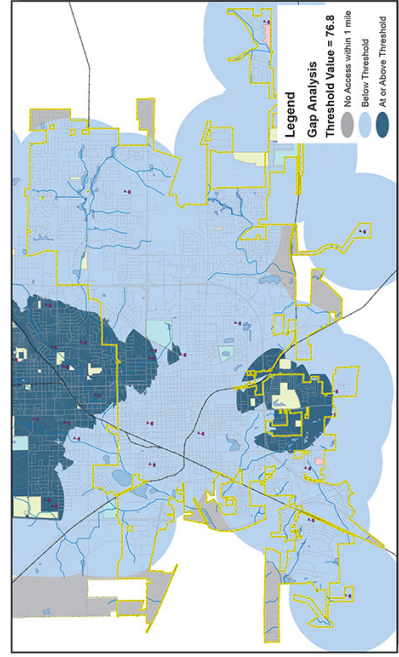
Inset Map: Likely Barriers to Pedestrian Travel

Bloomington, IL Parks and Recreation Master Plan

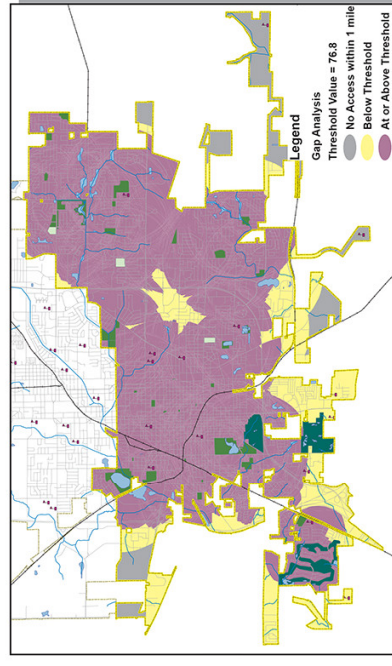
Map Series B: Neighborhood Access to Outdoor Recreation



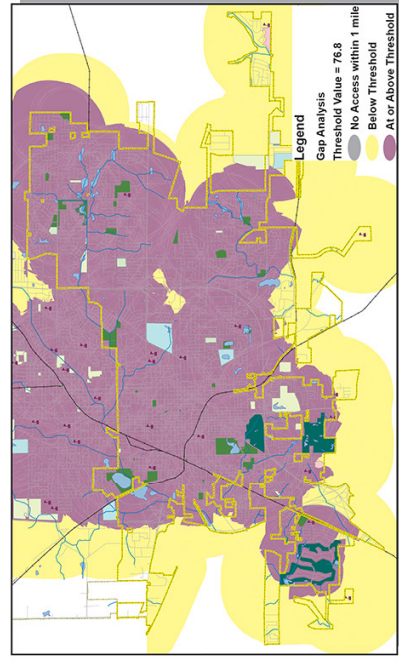
Inset Map: Alternative Provider Service



Inset Map: Alternative Provider Bracketed



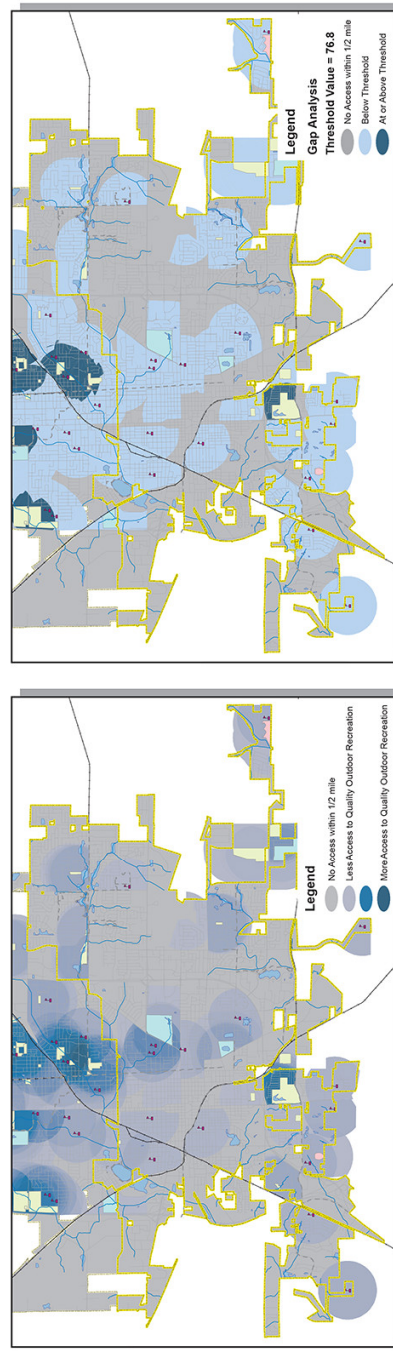
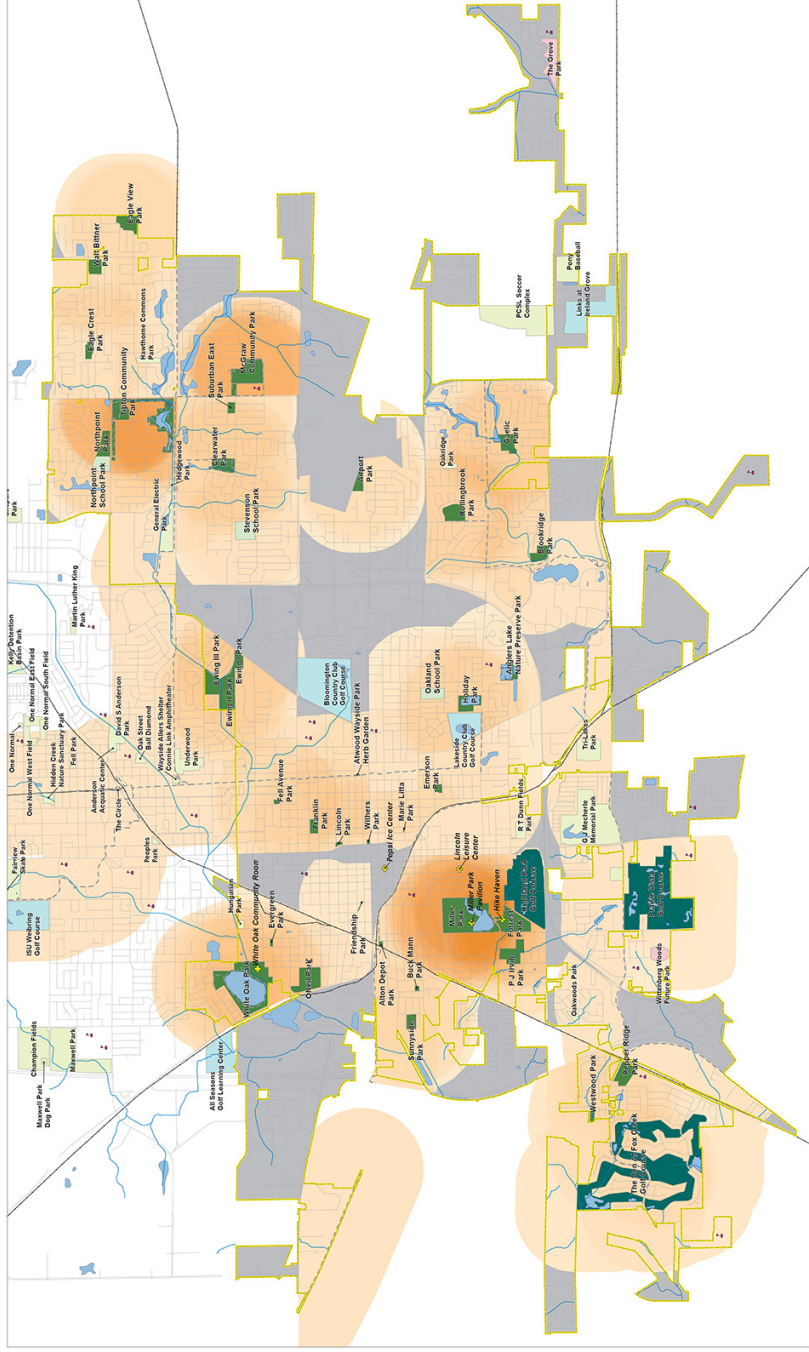
Inset Map: Bloomington Parks Gap Analysis



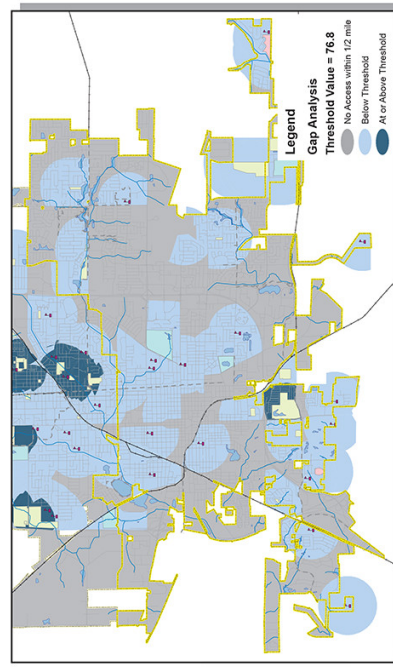
Inset Map: Gap Analysis - All Providers

Bloomington, IL Parks and Recreation Master Plan

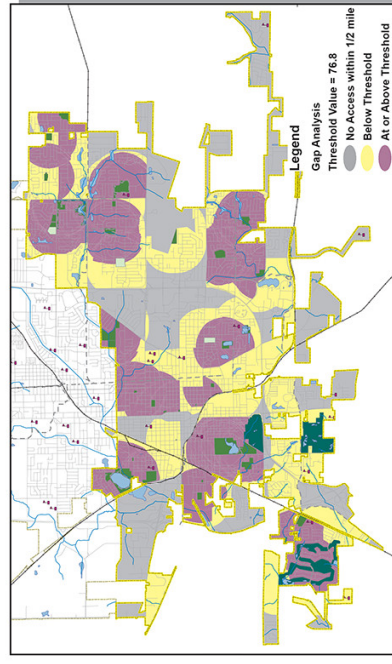
Map Series C: Walkable Access to Outdoor Recreation



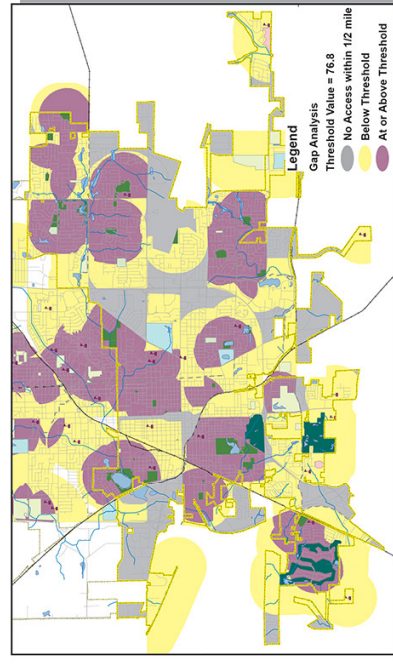
Inset Map: Alternative Provider Service



Inset Map: Alternative Provider Bracketed



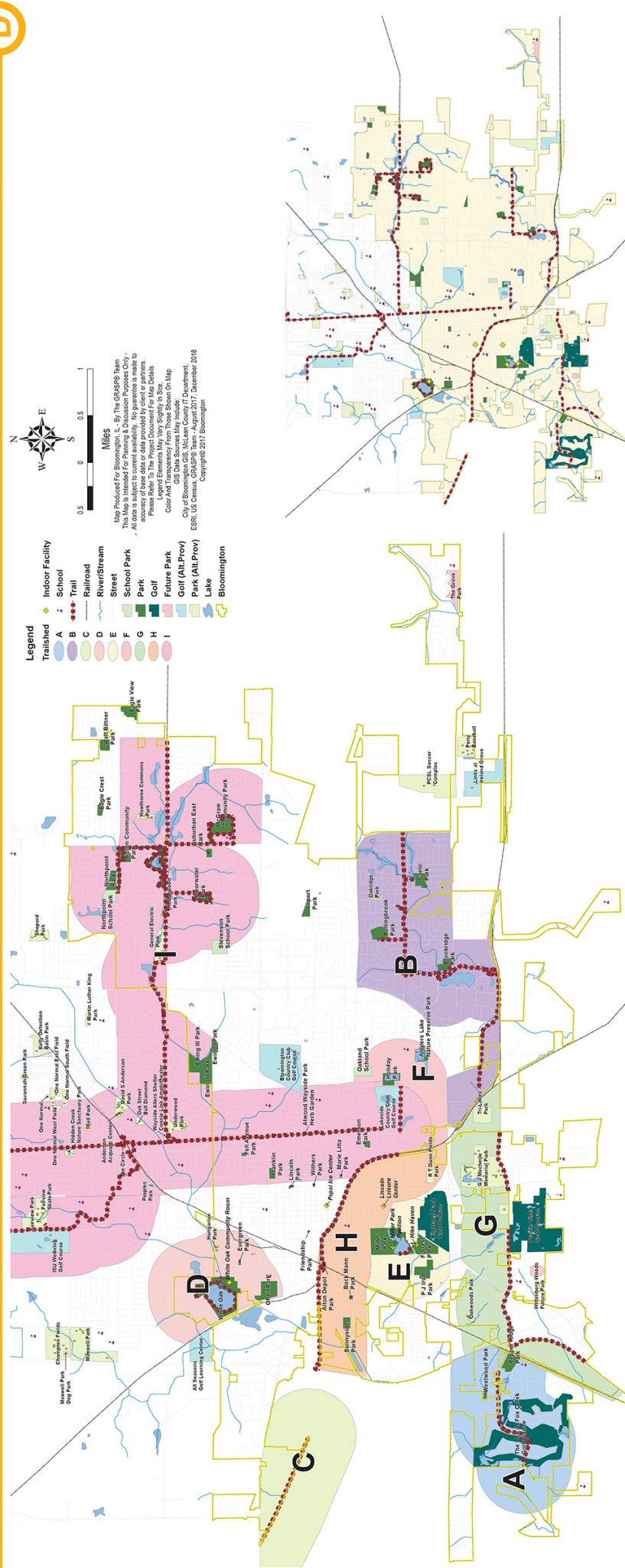
Inset Map: Walkable Service Gap Analysis



Inset Map: Gap Analysis - All Providers

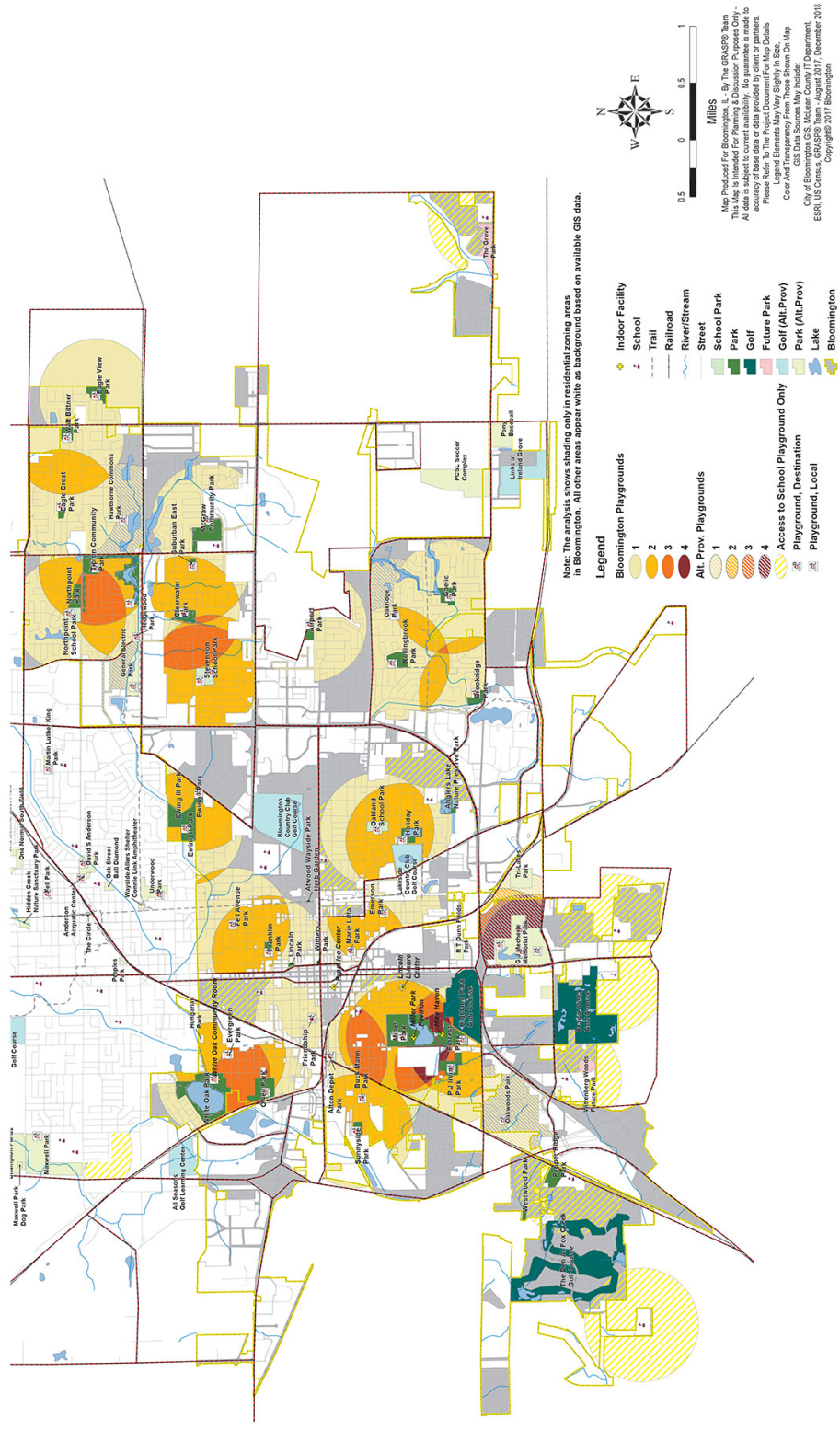
Bloomington, IL Parks and Recreation Master Plan

Map Series D: Trailshed Analysis



Access from Trailshed Statistics:

Trailshed	Bloomington Locations	Bloomington Components	Bloomington Indoor Facilities	Schools	Other Providers Locations	Other Provider Components
A	3	9	0	2	1	5
B	3	37	0	0	1	5
C	0	0	0	0	0	0
D	3	25	1	1	1	3
E	4	41	2	0	0	0
F	3	15	0	1	0	0
G	2	0	0	0	4	49
H	4	18	1	1	1	1
I	16	118	0	13	25	91





CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: 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.

RECOMMENDATION/MOTION: That the Change of Ownership Application for Dyno Enterprise, Inc. d/b/a Hot Spot Grocery & Liquor be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on January 8, 2019, to consider the Change of Ownership application for 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. The meeting was a continuation from the public hearing held on December 11, 2018.

Present were: Commissioners Tari Renner, Lindsey Powell, and Jim Jordan; staff present included George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Richard Marvel, attorney for Dyno Enterprise, Inc., and Pinakin (Paul) Patel, owner of Dyno Enterprise, Inc., appeared to request approval of a change of ownership, which effectively gives Pinakin Patel and Madhukahtaben Patel 50% ownership each.

Mr. Patel was sworn in and provided testimony. He will be at the establishment 3 or 4 days per week. The manager will be there full time, he is the same manager that has been there for five years. The Hot Spot is expected to have 15 - 20% annual sales associated with beer, wine, and spirits.

Mr. Patel stated he has prior experience with liquor licenses in Decatur and Bolingbrook. These establishments have had no liquor violations. Mr. Boyle asked if Mr. Patel has ever been convicted of a felony. Mr. Patel stated he has not been convicted of a felony.

Mr. Marvel confirmed that the change in ownership would not result in any operational changes.

Mr. Marvel submitted pictures of the establishment, labeled Group Exhibit 1; BASSET Certificates for each manager/owner, labeled Group Exhibit 2; a Change in Corporate Officers form from the State of Illinois, labeled Exhibit 3; and copies of Mr. Patel's Bolingbrook and Decatur liquor licenses, labeled Group Exhibit 5. These exhibits are attached.

Commissioner Renner asked if there was further input on the petition. No other persons came forward to speak.

Commissioner Jordan made a motion to recommend to the Council approval of the change, which was seconded by Commissioner Powell.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 1, 2018, public notice was published in the Pantagraph and approximately 38 courtesy copies of the Public Notice were mailed to neighboring properties. The Agenda for the January 8, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current semi-annual license fee for a PAS liquor license is \$875, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Leslie Yocum, Interim City Clerk

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: George D. Boyle, Assistant 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:

- CLK 1B CREATION OF LICENSE FACTORS Hot Spot Change in Ownership PAS
- CLK 1C APPLICATION Hot Spot Change in Ownership PAS
- CLK 1D PHN Hot Spot Change in Ownership PAS
- CLK 1E LETTER Hot Spot Change in Ownership PAS
- CLK 1F EXHIBITS 1, 2, 3 & 5 Hot Spot Change in Ownership PAS

Chapter 6: Section 4B: Creation of New License - Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

2004-2) (d) the hours of operation of the proposed establishment; (Ordinance No.

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

LIQUOR LICENSE QUESTIONNAIRE

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57 revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

1. LEGAL REQUIREMENTS:

- | | | |
|-----|--|--------------|
| (a) | Have you attained the age of 21 years? | YES
_____ |
| (b) | Have you been a resident of the City of Bloomington for one year? | NA
_____ |
| (c) | Are you a citizen of the United States? | YES
_____ |
| (d) | Are you a person of good character and reputation? | YES
_____ |
| (e) | Have you ever been convicted of a felony under the laws of the United States or any state? | NO
_____ |
| (f) | Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | NO
_____ |
| (g) | Have you ever been convicted of pandering or any other crime opposed to decency and morality? | NO
_____ |
| (h) | Have you ever had a Bloomington liquor license revoked for any cause? | NO
_____ |
| (i) | (If applicant is a corporation). Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? | NO
_____ |
| (j) | Is the Manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | NO
_____ |

- (k) Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor? NO
- (l) Do you own or have a valid lease to the premises for which the license is sought? YES
- (m) Are you eligible for a state retail liquor dealer's license? YES
- (n) Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children? NO

2. NATURE OF LICENSE:

- (a) What class liquor licenses are you seeking? PAS
- (b) What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop). CONVENIENT STORE
- (c) State the significance of a liquor license to your establishment, present or future. This is a continuation of an existing business hot spot, liquor license application presented for ownership change
- (d) How will a liquor license of the kind requested benefit the City of Bloomington and its residents? This is a continuation of an existing business hot spot, liquor license application presented for ownership change.
- (e) Upon what facts do you base your answers to the previous question? This is a continuation of an existing business hot spot, liquor license application presented for ownership change.
- (f) Do you intend to furnish live entertainment in the establishment to be licensed? NO
- (g) If you answer "YES" to the previous question, state the nature of such entertainment. _____
- (h) Will most of the establishment's gross revenue come from sources other than sale of alcohol? YES

- (i) If you answered "YES" to the previous question, from what sources will such revenue be derived? General convenience items
- (j) Do you intend to obtain and use a dance license? NO
- (k) If establishment is not in operation, attach a drawing showing:
(1) General design of establishment;
(2) Where alcohol is to be distributed and/or served.

3. **IMPACT OF ESTABLISHMENT:**

- (a) State the location of the establishment. 1102 North Hershey Road, Bloomington, IL 61704
- (b) What hours will the establishment be open? Business operations presently in existence will not change
- (c) What type or types of building(s) adjoin the establishment? Commercial
- (d) If any adjoining buildings are office or commercial, approximately what hours are they open for business? 10 AM - 6 PM
- (e) If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? _____
- (f) Describe streets immediately adjoining the establishment (e.g. Approximate width, one or two-way, parking restrictions, etc.) Empire - Hershey
No parking restriction.
- (g) How much additional traffic do you expect the establishment with a liquor license to generate? Will not be affected. Liquor license held at this time.
- (h) Describe on and off street parking facilities to handle traffic anticipated. _____
- (i) How many establishments with liquor licenses are located within the immediate area of your establishment? none
- (j) What do you estimate to be the demand for your establishment in the area in which it is or will be located? Neighborhood convenient store.

(k) Upon what facts do you base your answer to the previous question? _____

4. **RESPONSIBILITY:**

- (a) If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.
- (b) If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
- (c) Do you now or have you ever had a Bloomington liquor licenses? YES
- (d) If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? NO

DATED this 10 day of Nov, 2018.

SIGNED: _____

Text _____

(City)

(State)

(City)

(State)

(Name)

(Address)

(City)

(State)

LICENSE APPLICATION
For the Sale of Alcoholic Beverages

TO THE LOCAL LIQUOR CONTROL COMMISSIONER OF THE CITY OF BLOOMINGTON,
McLEAN COUNTY, ILLINOIS:

1. Application is herein made a CLASS PAS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is ___ an individual; ___ a partnership; X a corporation; (Check one)

A. If an individual: Name _____ Age _____

Address _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

B. If a partnership: Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

Name: _____ Address: _____

Legal resident of City of Bloomington for more than One (1) year? Yes ___ No ___

C. If a corporation, state whether same is organized for profit X or nonprofit ___, under laws of the State of Illinois

Date of incorporation MARCH 20, 2015

Objects of incorporation according to Charter of corporation.
by separate sheet if necessary)

(Attach additional information

Following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, his name and address:

Name: Pinakin Patel Title or position: President

Address: _____ City/State/Zip: _____

Name: Madhukahtaben Patel Title or position: Secretary

Address: _____ City/State/Zip: _____

Name: _____ Title or position: _____

Address: _____ City/State/Zip: _____

Name: _____ Title or position: _____
Address: _____ City/State/Zip _____

3. This application is for renewal of license now held X or an original application ____ (Check one)

4. Location and description of the premises or place of business to be operated under this license
1104 N. Hershey Rd., Bloomington, IL 61704

A. Trade Name Hot Spot

5. Is this location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children? Yes ____ No X
6. Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public? Yes ____ No X
7. Is it proposed to sell food in this place of business? Yes X No ____
8. Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages? Yes ____ No X
9. Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? Yes ____ No X If yes, fully explain.
10. Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? Yes ____ No X If yes, give further details.
11. Has a similar application ever been refused for cause that has been made by any of the foregoing persons? Yes ____ No X
12. Is the applicant herein, the owner of the premises for which this license is sought? Yes ____ No X
13. If no, the name of the building owner: Name _____
Address _____
Term of written lease, from (date) _____ to _____
(Copy of Lease attached)
14. Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?
Yes ____ No X

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

Dated this 20 day of November, 2018.

A. (Individual)

Individual's signature

B. (Partnership)

Business Name

(All Partners of applicant)

C. (Corporation) DYNO ENTERPRISES, INC.
(Corporate Name)

(President of Corporation)

Attest: _____
(Secretary)

And the following officers, directors, or majority stockholder:

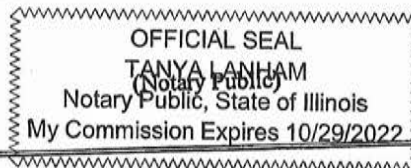
STATE OF ILLINOIS.)
COUNTY OF McLEAN) SS

being first duly sworn on their respective oaths say that they comprise all of the owners, partners, officers, directors, or majority stockholders of the above named applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

Subscribed and Sworn to before me this 20 day of November, 2018.

Tanya Lanham

My commission expires on 10/29, 22.



LICENSE APPLICATION
FOR SUNDAY SALE OF ALCOHOLIC BEVERAGES

TO: The Liquor Control Commissioner of the City of Bloomington, McLean County, Illinois

NAME OF APPLICANT DYNO ENTERPRISES, INC.

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS PAS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

Dated this _____ day of _____, 20__.

A. (Individual)

(Name)

B. (Partnership)

(Business Name)

All partners of applicant: _____

DYNO ENTERPRISES, INC.

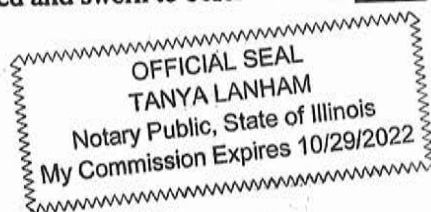
(Name of Officer: President)

Secretary

STATE OF ILLINOIS,)
) ss.
County of McLean,)

Subscribed and sworn to before me this 20 day of November, 2018

Notary Public





Date November 19, 2018

Emergency Call-In Listings

DYNO ENTERPRISES, INC.
Individual/Partnership/Corporation/LLC

HOT SPOT Grocery and Liquors
D/B/A

1102 North Hershey Road, Bloomington, IL 61704

Address of Business

309 663 6434

Business Phone Number

Please list those responsible for Building Security for the above establishment. At least one person must live within McLean County. No security companies/firms allowed.

Name Pinakin Patel Phone [REDACTED]
Address [REDACTED]

Name Madhukahtaben Patel Phone [REDACTED]
Address [REDACTED]

Name Sanjeev Singh Phone [REDACTED]
Address [REDACTED]

Name _____ Phone _____
Address _____

Building Owner:

Name Shirabhai Patel Phone [REDACTED]
Address [REDACTED]



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

LICENSE AND PERMIT BOND

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That we, DYNO ENTERPRISE INC

1102 N Hershey Rd

Bloomington, IL 61704

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Bloomington, State of Illinois, Oblige, in the penal sum of Five Thousand and 00/100 (\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) LIQUOR SALES by the Oblige.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 28th day of November, 2018, and ending on the 28th day of November, 2019.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 20th day of November, 2018.

[REDACTED]
Principal
(Individual, Partner or Corporate Officer)



RLI Insurance Company

By B. H. W. Davis
Barton W. Davis

Vice President

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. [REDACTED]

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, and undertakings in an amount not to exceed One Million and 00/100 Dollars (\$ 1,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: DYNO ENTERPRISE INC

Obligee: City of Bloomington
(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: LIQUOR SALES

Bond Amount: \$ 5,000.00

Effective Date: November 28, 2018

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of November, 2018.

RLI Insurance Company

By: B. W. Davis

Barton W. Davis

Vice President



State of Illinois

County of Peoria

} SS

On this 20th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk

Gretchen L. Johnigk

Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 20th day of November, 2018.

RLI Insurance Company

By: Jean M. Stephenson

Jean M. Stephenson

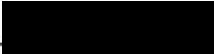
Corporate Secretary

A0083817



P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Illinois Disclosure Notice

Bond No. 

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
TOLL-FREE (800)645-2402
(309)692-1000

In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2018

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

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

PRODUCER

Insurance World Agency Inc
1323 Ogden Ave

Downers Grove

IL 60515

INSURED

DYNO ENTERPRISE INC
1102 N Hershey Rd

Bloomington

IL 61704

CONTACT

NAME Sumita

PHONE (A/C No. Ext) 630-654-6067

E-MAIL ADDRESS Info@iwainsurance.com

FAX (A/C No) (630)654-6069

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Amguard Insurance Company

42390

INSURER B: Travelers Insurance

19038

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Liquor Liability	Y	Y	07/26/2018	07/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					☒ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Y			08/18/2018 08/18/2019 E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Contents	Y	Y	07/26/2018	07/26/2019	Business Contents 165,000

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

CERTIFICATE HOLDER

City of Bloomington
109 E Olive,

Bloomington

IL 61701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax:

Email:

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

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LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("Lease"), made as of the 30 May, 2018 by and among **Chandni Properties LLC** are hereinafter collectively referred to as "Landlord") and **Dyno Enterprise Inc DBA Hot Spot Grocery & Liquors** as a ("Tenant").

WITNESSETH:

ARTICLE 1. PREMISES

Section 1.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises (the "Leased Premises") located at the real property commonly known as (Unit A) 1102 N Hershey Rd Bloomington Illinois 61704 (the "Property").

Section 1.2. Acceptance of the Leased Premises. Tenant have inspected the Leased Premises and accept it in its existing condition, "as-is, where-is". Landlord will do plumbing work and heating cooling unit rest is Tenant Responsibility. Tenant can use only this space for retail use only..

ARTICLE 2. TERM

Section 2.1. Term. (a) The initial term of this Lease (the "Initial Term") shall begin on 30 May 2018 (the "Commencement Date") and, unless otherwise terminated as set forth herein, the Initial Term shall end at 11:59 p.m., CST, on 30 May 2021 (the "Initial Termination Date"). Tenant's possession of the Leased Premises shall begin upon the Commencement Date (the "Possession Date"). Regarding both the Commencement Date and the Possession Date, notice will be deemed delivered pursuant to Section 12.2 below.

(b) Provided Tenant is not then in default hereunder, the term of this Lease may be extended for an additional Five (5) year period by Tenant delivering written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term.

(c) For purposes hereof, the Initial Term and the Extended Term are collectively referred to herein as the "Term".

Section 2.2. Lease Year. The term "lease year" shall mean a period of three hundred sixty-five (365) consecutive days (three hundred sixty-six (366) consecutive days for any so-called "leap-year"). The first (1st) lease year shall begin on the Commencement Date. Subsequent lease years shall run consecutively, each beginning January 1 of each year.

ARTICLE 3. RENT

Section 3.1. Place of Payment. All "Rent", as hereinafter defined, and other payments required to be made by Tenant pursuant hereto shall be paid and made to Landlord on the first (5th) day of each month at 139 Blue Grass Parkway Oswego IL 60543.

Section 3.2. Base Rent. During the Term, subject to the terms and conditions set forth herein, Tenant shall pay, starting on the Effective Date (the "Rent Commencement Date"), as base rent (the "Base Rent") will be \$5000.00 per month rent will increase 3% every year.

ARTICLE 4. MAINTENANCE, REPAIRS AND UTILITIES

Section 4.1. Limitation of Landlord's Obligations. Landlord shall have no obligation in regard to any Tenant's personal property, fixtures, equipment, inventory or the interior of the Leased Premises. Landlord shall have no other obligations except as specifically provided for in this Lease.

Section 4.2. Tenant's Joint and Several Obligations. In addition to all obligations of Tenant hereunder and under the Articles, Tenant shall maintain the structural portions of the Leased Premises. Subject to Landlord's prior written approval, Tenant shall perform any remodeling work to the Leased Premises that Tenant deems necessary at Tenant's own expense. Tenant shall at all times maintain and keep in good order and repair and in a clean, sanitary and safe condition, the Leased Premises, and every part thereof, including, without limitation, all mechanical equipment and all heating, air conditioning and electrical equipment, plumbing and sprinkler system, if any, and shall replace all broken glass with the glass of the same or similar quality. Tenant shall have the heating, air conditioning and electrical equipment inspected at least four (4) times a year and shall provide Landlord with evidence of such professional inspections. Tenant shall make all other repairs and replacements, whether of a like or different nature, except those which Landlord is specifically obligated to make under the provisions of this Article, and the provisions of Articles 6 and 7. Tenant, following receipt of written approval from Landlord, agree to paint the interior of the Leased Premises when necessary in order to maintain at all times a clean and first class appearance. Tenant agrees to comply with all laws, rules and regulations established by Landlord and applicable associations, governmental units and under the Articles regarding the storage and removal of refuse and the location of dumpsters. Tenant shall be responsible for the repair, maintenance and replacement of all of each Tenant's property located on the Leased Premises.

Section 4.3. Performance. If Tenant does not maintain the Leased Premises and make the repairs and replacements required hereunder promptly and adequately, Landlord may, but need not do so, make such repairs or replacements and Tenant shall pay, upon demand, Landlord's cost thereof, plus a supervisory fee in the amount of ten percent (10%) of the cost of the work. Such failure on the part of Tenant shall be deemed an "Event of Default", as hereinafter defined.

Section 4.4. Utilities and Fees. Upon the Commencement Date (a) Tenant shall place all water, sewers, fuel, gas, electricity and all other utility services rendered or used on or about the Leased Premises (collectively, the "Utilities") in Tenant's name, (b) if necessary, and at Tenant's sole cost and expense, Tenant shall have the Leased Premises separately metered for all Utilities serving the Leased Premises, and (c) enter into such maintenance and other contracts as are necessary for refuse removal and maintenance of the Leased Premises as set forth herein, all of which contracts shall be delivered to, and subject, to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.. Tenant shall pay when due all charges for Utilities and the removal of refuse. Tenant shall also pay all permit and inspection fees, metering and hook up charges imposed by any governmental authority with respect to the Leased Premises.

ARTICLE 5. USE, ALTERATIONS AND FIXTURES

Section 5.1. Use. (a) The Leased Premises shall be occupied and used only for the operation of Community Center to such principal use and for no other purpose, or in any manner that might invalidate or increase the rate of or make inoperative any policy of insurance of any kind whatsoever at any time carried on the Leased Premises.

(b) Notwithstanding anything to the contrary set forth herein, Tenant's use of the Leased Premises, shall be subject to all laws, rules, regulations and restrictions applicable to such Leased Premises at law and otherwise. Tenant shall apply for all required licenses to operate a Nail Salon business at the Leased Premises.

(c) Tenant agrees not to: (i) keep or use or permit to be kept or used on the Leased Premises any inflammable fluids or explosives or engage in hazardous activities, other than as necessary to operate a Nail salon in strict compliance with all applicable laws, regulations and rules; (ii) use the Leased Premises for any purpose which might create a nuisance or injure the reputation of the Leased Premises, the Property or the Landlord; (iii) deface or damage the Leased Premises, or the Property; (iv) commit or suffer any waste; (v) install any electrical equipment that overloads lines; (vi) make any roof penetrations or walk on the roofing surface for any reason, except for the quarterly maintenance of the heating and cooling system for the Leased Premises; or (vii) use the storm or sewer lines in the Leased Premises for any purpose in which they are not intended, including, but not limited to, the disposal of foreign objects.

Section 5.2. Conduct of Business. Tenant covenants and agrees that continuously and uninterruptedly Tenant will operate and conduct within the entire Leased Premises the business Tenant are permitted to operate and conduct under the provisions of this Lease unless prevented from doing so by causes beyond Tenant's control. Tenant shall conduct Tenant's business in the Leased Premises during the regular customary days and hours for such type of business in the trade area in which the Leased Premises is located. Tenant agree to conduct Tenant's business, at all times, in a first class manner consistent with reputable business standards and practices and will keep the Leased Premises in a neat, safe, clean and orderly condition. Should Tenant fail to keep open the Leased Premises and operate the business conducted thereon as specified herein, Landlord shall notify either Tenant of such failure and Tenant shall have five (5) days to rectify the problem. If Tenant fail to cure the default within said five (5) days then Landlord may at its option, in addition to all other remedies available to it, terminate this Lease without further notice effective immediately.

Section 5.3. Compliance with Law and Restrictive Covenants. Tenant shall, at Tenant's expense, comply with and shall cause the Leased Premises to comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Leased Premises or the use thereof, including without limitation, those which require the making of any alterations, improvements or additions to the Leased Premises. Tenant shall, at Tenant's expense, comply with the requirements of all policies of insurance which may at any time be in force with respect to the Leased Premises.

Section 5.4. Alterations. Following receipt of the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant may, from time to time, redecorate or make minor non-structural interior alterations to the Leased Premises provided that such alterations do not reduce the value of the Leased Premises. Tenant shall not make major interior or any exterior or structural alterations to the Leased Premises without the prior written approval of Landlord.

Section 5.5. Fixtures. Any fixtures, equipment, signs or other property installed in or around the Leased Premises by Tenant shall remain the property of Tenant. Tenant shall remove said property prior to the end of the Term and shall repair all damage caused by such removal.

Section 5.6. Signs. Tenant shall erect and maintain, in good condition, such signs, at such locations.

Section 5.7. Liens. Tenant shall keep the Leased Premises free from any mechanics' or materialmen's liens or claim thereof for any labor or material furnished any Tenant in connection with the Leased Premises, except that Tenant shall have the right to contest the validity or amount of any such lien, provided that Tenant shall first post any bond or make any deposits reasonably required by Landlord or the terms of any trust deed, mortgage or similar instrument affecting the Leased Premises to assure the discharge of such lien or claim thereof. Landlord may charge Tenant a fee equal to Two Hundred Fifty Dollars (\$250.00) per month until any such lien has been adequately released. Any Tenant's failure to discharge any lien or claim on Landlord's title shall, at the election of Landlord, be a default hereunder.

ARTICLE 6. RESTORATION

Section 6.1. Mutual Release. Landlord hereby releases and discharges Tenant, Tenant's subtenants, licensees and their agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insured casualty, unless the same has been caused by Tenant, or any of any Tenant's agents or guests. Tenant hereby releases and discharges Landlord, and any other persons, firms and corporations, having an interest in the Leased Premises, their agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of any loss or damage to the fixtures, merchandise and other property of Tenant or any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

Section 6.2. Restoration. In the event the Leased Premises are damaged by fire or other casualty, Landlord may elect either to repair the Leased Premises or to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such termination within sixty (60) days after the date of such fire or other casualty. In any case where Landlord is to repair the Leased Premises, a reasonable time after Landlord's receipt of all such amounts shall be allowed for the completion of such repairs subject to delays beyond the reasonable control of the Landlord. In no event shall Landlord be obligated to restore any Tenant's improvements, fixtures or equipment. Landlord shall only be obligated to restore the structural portions of the building in which the Leased Premises is located.

Section 6.3. Rent Abatement. If such damage renders the Leased Premises totally untenable, the rent shall abate until the Leased Premises are again made tenantable and if such damage renders the Leased Premises partially untenable, Rent shall be abated in proportion to the floor area of the Leased Premises rendered untenable until the entire Leased Premises are again made tenantable.

ARTICLE 7. EMINENT DOMAIN

Section 7.1. Total Taking. If the entire Leased Premises is taken under the power of eminent domain, this Lease shall terminate on the date Tenant is deprived of possession pursuant to such taking.

Section 7.2. Partial Taking. If under the power of eminent domain any part of the Leased Premises is taken, Landlord may terminate this Lease by giving Tenant no less than ten (10) days notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date Tenant is deprived of possession of such portion of the Leased Premises pursuant to such taking.

Section 7.3. Restoration. If a portion of the Leased Premises is so taken and this Lease is not terminated as set forth herein, the remainder of the Leased Premises shall be restored by Landlord as soon as practicable.

Section 7.4. Rent Abatement. In the event of any such partial taking, the Rent payable by Tenant hereunder shall be reduced from and after the date Tenant is deprived of possession in proportion to the floor area of the Leased Premises so taken.

Section 7.5. Condemnation Award. The entire compensation awarded in or by reason of any such taking shall belong to Landlord without any reduction therefrom for any present or future estate or interest of Tenant, and Tenant hereby assigns to Landlord all of such Tenant's right title and interest in and to any and all such compensation. Tenant shall, however, have the right to claim and recover from the condemning authority, but not the Landlord, such compensation as may be separately recoverable by Tenant in Tenant's own right on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, fixtures and equipment. No claim by Tenant shall in any way diminish Landlord's award or compensation.

Section 7.6. Settlement. For the purpose of this Article 7, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

ARTICLE 8. INDEMNITY AND INSURANCE

Section 8.1. Indemnity. Tenant shall defend, indemnify and save harmless Landlord and any other persons, firms or corporations having any interest in the Leased Premises, their agents and employees, against any liability or claim thereof whether for injury to persons, including death, or damage to property (a) occurring on or arising out of the use of the Leased Premises during the Term except if caused by any act or omission to act by Landlord, said other persons, firms and corporations, their agents, employees, licensees or contractors; (b) arising out of any default by Tenant hereunder; or (c) arising out of any act or omission to act by Tenant, Tenant's agents or employees on the Leased Premises at any time.

Section 8.2. Liability Insurance. Tenant shall procure from companies satisfactory to Landlord and maintain at its expense policies of insurance insuring Landlord, any other persons, firms or corporations designated by Landlord as having an interest in the Leased Premises, and Tenant as their interest may appear with broad form comprehensive general liability coverage covering the Leased Premises and the use and operation thereof with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) combined single limit coverage; said policies shall by their terms be primary with respect to any insurance carried by Landlord or such other person, firm or corporation. Landlord shall have the right to require Tenant to increase the combined single limit coverage to an amount which is commercially reasonable.

Section 8.3. Glass Insurance. Tenant shall procure from companies satisfactory to Landlord and maintain at Tenant's expense policies of insurance against breakage of all plate glass in the Leased Premises.

Section 8.4. Policies. Any insurance required to be procured and maintained by Tenant hereunder shall not be subject to cancellation except after thirty (30) days prior written notice to Landlord. All policies of liability and glass insurance required hereunder, together with receipts showing payment of the premiums thereof, shall be deposited with Landlord prior to the commencement of the term hereof and renewals thereof not less than thirty (30) days prior to the expiration of the term of such coverage. Failure to provide Landlord with such policies and evidence of payment and renewals shall (a) result in a Tenant incurring a Fifty Dollar (\$50.00)

per month fine until remedied and (b) at Landlord's election, be a Event of Default under this Lease.

Section 8.5. Casualty Insurance. In consideration of the leasing of the Leased Premises at the rental stated herein, Tenant agree, at Tenant's sole cost and expense, but for the mutual benefit of Landlord (including Landlord's agents, nominees and employees), to purchase and keep in force during the term hereof, insurance under policies issued by insurers of recognized responsibility on its merchandise, inventory, contents, furniture, fixtures, equipment or other personal property located in the Leased Premises protecting Landlord and Tenant from damage or other loss caused by fire or other casualty, including, but not limited to, vandalism and malicious mischief, perils covered by extended coverage, theft, sprinkler leakage (if applicable) water damage (however caused), explosion, malfunction or failure of heating and cooling or similar apparatus, and other similar risks, in amounts not less than the full insurable replacement value of such property. Such insurance shall name Landlord as an additional insured party and shall contain a replacement cost endorsement and a clause pursuant to which the insurance carriers waive all rights of subrogation against Landlord with respect to losses payable under such policies.

By this Section, Landlord and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers to the extent above provided, and Tenant agree to look solely to, and to seek recovery only from, the respective insurance carriers in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies.

ARTICLE 9. TITLE AND POSSESSION

Section 9.1. Title and Quiet Enjoyment. Landlord represents that it has full right and power to execute and perform this Lease, and covenants that Tenant, on paying the Rent herein provided, and performing Tenant's covenants and agreements hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full Term.

Section 9.2. Assignment. Tenant shall not transfer, assign, sublet or otherwise hypothecate this Lease (hereinafter collectively referred to herein as the "Transfer"), or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, whether written or oral, express or implied, with respect thereto, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord may reasonably withhold its consent of any Transfer based on reasonable business criteria, which may include, without limitation (a) creditworthiness of any transferee; (b) business reputation of any transferee; (c) proposed use by any transferee; or (d) if the proposed Transfer is to any existing tenant of Landlord or its affiliates. Should any Tenant seek Landlord's consent hereunder, it shall include with its formal written request, a non-refundable One Thousand Five Hundred Dollar (\$1,500.00) assignment fee. Tenant shall also pay all of Landlord's expenses related to such assignment such as the cost of the credit report required for such subtenant or assignee and any other related expenses. Any such attempted or purported transfer, assignment, subletting, mortgage, hypothecation, or agreement, whether by operation of law, bankruptcy or otherwise, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. No assignment or subletting shall operate to relieve any Tenant or any guarantors under this Lease from the obligations hereunder, including, but not by way of limitation, the payment of all rent under this Lease. If Tenant is an entity (i.e. a corporation, partnership or limited liability company) which, under then current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a publicly held entity, or is an unincorporated association, the transfer, assignment of hypothecation, in the aggregate in one

transaction or a series of related or unrelated transactions, of either more than twenty-five percent (25%) of the total outstanding equity interest in, or the right to govern the general operations of, such entity, shall be deemed a Transfer within the meaning and provisions of this Section 9.2. In the event of any such transfer that occurs with the consent of Landlord, Tenant shall pay Landlord the designated processing fee and any other expenses related to the transfer prior to such transfer becoming effective. Notwithstanding the forgoing, Landlord shall have the right to elect to terminate this Lease if the proposed Transfer changes the use of the Leased Premises. Landlord also shall receive one hundred (100%) percent of all profits (including, without limitation, all Rent to be received under any Transfer. Tenant's obligations under Section 12.8 of this Lease shall survive any Transfer made by any Tenant under this Section 9.2.

Section 9.3. Subordination/Estoppel. Nothing herein shall empower Tenant to do any act which can, may or shall cloud or encumber the Landlord's interest. Tenant's rights are and shall always be subordinate to the lien of any trust deed, mortgage or other encumbrance now or hereafter placed upon the Leased Premises or any underlying lease now or hereafter created and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute such further instruments subordinating this Lease to the lien or liens of any such trust deed, mortgage or other encumbrance or to any such underlying lease as shall be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full authority to execute and deliver in the name of Tenant any such instrument or instruments. Tenant agrees that from time to time, upon not less than ten (10) days prior written request by Landlord, Tenant will promptly deliver to Landlord a statement in writing (in a form acceptable to Landlord) certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified and identifying the modifications); (b) the dates to which the rent has been paid; (c) that, so far as the party making the certificate knows, Landlord is not in default under any provision of this Lease, if such is the case, and if not, identifying all defaults with particularity; (d) that Tenant will not seek to hold any Mortgagee liable for damages or offsets arising out of Landlord's defaults; and (e) any other matter reasonably requested by Landlord. Any purchaser or mortgagee of any interest in the Leased Premises, any assignee of Landlord's interest in this Lease, and any Mortgagee shall be entitled to rely on said statement and said statement shall so provide.

Section 9.4. Surrender. At the expiration or earlier termination of this Lease, Tenant covenants that Tenant will peaceably and quietly leave and surrender the Leased Premises and return all keys, alarm codes and combinations to any safes in the Leased Premises. Each Tenant covenants that, at the option of Landlord, Tenant shall return the Leased Premises (a) with all alterations, additions and improvements authorized under this Lease and then a part of the Leased Premises (except for trade fixtures belonging to Tenant), in good order, condition and repair, reasonable wear and tear, restoration and repairs required to be made by Landlord excepted or (b) in the same condition, ordinary wear and tear excepted, as delivered to Tenant from Landlord on the Possession Date. Also at termination, Tenant shall deliver to Landlord a certificate from a Landlord approved HVAC contractor stating that as of the termination date the HVAC system is in good working order. If Tenant fails to remove trade fixtures, signs and other personal property at or prior to the termination of the term hereof, or earlier termination of the Lease, Landlord may, at its election (a) consider the same abandoned and retain the same as Landlord's property, or (b) remove and store the same for the account of Tenant and at Tenant's cost and expense. If Tenant fails to provide the certificate regarding the condition of the HVAC system, Landlord may retain Tenant's "Security Deposit", as defined herein, required under, and defined in, Section 10.1 hereof. If Tenant retains possession of the Leased Premises or any part thereof after the termination of the Term by lapse of time or otherwise, such holding over shall not operate to extend the Term or renew this Lease, except that Landlord may elect that such holding over (a) shall create a month-to-month tenancy at double the Base Rent or (b) shall constitute a one (1) year renewal at a Base Rent equal to one hundred twenty-five percent (125%) of the Base Rent payable during the preceding year. Landlord's acceptance of any Rent after holding over does

not renew this Lease and the provisions of this Lease do not waive Landlord's rights or reentry to any other right hereunder.

Section 9.5. Right of Entry. Landlord or Landlord's agents shall have the right to enter the Leased Premises (including, without limitation, the ability to access the roof, and all utility rooms, including, without limitation, electrical and sprinkler rooms) from the Leased Premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Leased Premises, or any part thereof, except as otherwise herein specifically provided. If there has been a problem regarding access to the Leased Premises, Tenant shall supply to Landlord a key to the Leased Premises and thereafter throughout the Term. In the event any Tenant fails to do so, Landlord shall not be liable to Tenant for any damages caused by Landlord or Landlord's agent in gaining access to the Leased Premises in the event of an emergency. It shall be the responsibility of Tenant to repair any such damages at Tenant's own expense.

Section 9.6. Assignment by Landlord. In the event Landlord assigns this Lease, Landlord shall be and is hereby entirely relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Leased Premises or this Lease occurring after the consummation of such assignment.

ARTICLE 10. SECURITY DEPOSIT/LEASE DEPOSIT

Tenant has deposited with Landlord the amount of (\$3,000.00) as security (the "Security Deposit") for the full and faithful performance by Tenant of all the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to Tenant at the expiration of the Term, provided Tenant has fully and faithfully carried out all of the terms, covenants and conditions of the Lease on Tenant's part to be performed.

Tenant shall not be entitled to any interest on the said Security Deposit. In the Event of Default by Tenant with respect to any of the conditions, terms, covenants or provisions of this Lease, including but not limited to the payment of Rent, Landlord, in addition to any other remedies available to Landlord hereunder, at law or in equity, may use, apply or retain all or any part of the said Security Deposit for the payment of any unpaid amount which Landlord may spend or be required to spend by reason of such Tenant's default including, without limitation, any damages or deficiency in the reletting of the Leased Premises regardless of whether the accrual of such damages or deficiency occurs before or after eviction or other re-entry by Landlord. In such event, Tenant shall promptly reimburse Landlord for such amounts paid from the Security Deposit so as to maintain the Security Deposit at its original sum throughout the Term.

ARTICLE 11. DEFAULTS AND REMEDIES

Section 11.1. Events of Default. In the event Tenant commits or otherwise fails to perform any one or more of the following events (collectively, "Events of Default" and individually, an "Event of Default") Landlord shall have the remedies set forth below:

- (a) Tenant's failure to pay any amount of Rent when the same is due and owing;
- (b) Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than five (5) days after written notice of the same shall have been given to Tenant;

- (c) If Tenant shall falsify any report required to be furnished to Landlord hereunder;
- (d) If Tenant or any guarantor of this Lease (individually, a "Guarantor" and collectively, the "Guarantors") shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property (which involuntary proceedings are not dismissed within sixty (60) days after the same are instituted;
- (e) If Tenant or any Guarantor makes an assignment for the benefit of creditors, or petitions for or enters into any similar arrangement;
- (f) If Tenant shall abandon the Leased Premises for a period in excess of forty-eight (48) consecutive hours without the prior written consent of Landlord or suffer this Lease to be taken under any writ of execution.

Section 11.2. Late Fees; Right to Re-enter. In the event of any failure of Tenant to pay any Rent due hereunder after the same shall be due, such amount shall be subject to a late fee equal to five percent (5%) of the amount so due and owing. In addition, any amount that remains outstanding for more than thirty (30) days shall be subject to an interest charge of twelve percent (12%) per annum, compounded monthly, until the same is paid. The amount of such interest shall be added to Tenant's Rent obligations for each successive month until paid.

If Tenant commits one or more Events of Default, Landlord, in addition to all other rights or remedies available to Landlord at law or in equity, shall have the immediate right of re-entry and may remove all persons and any property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Such default by Tenant shall constitute a surrender of all fixtures, equipment and inventory in the Leased Premises.

Section 11.3. Right to Relet. Should Landlord elect to re-enter the Leased Premises, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, (a) first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; (c) third, to the payment of Rent due and unpaid hereunder, and (d) the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to any Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, all

of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to an Event of Default, the annual Base Rent for each year of the unexpired Term shall be equal to the average annual Base Rent paid by Tenant from the commencement of the applicable Term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter.

Section 11.4. Legal Expense. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

Section 11.5. Remedies. All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 11.6. Defaults by Landlord. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for more than sixty (60) days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature to require more than sixty (60) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such sixty (60) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, after a second written notice to Landlord and Landlord's failure to cure within ten (10) business days after receipt of such second written notice, at its option, incur any expense necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the cost thereof.

ARTICLE 12. GENERAL

Section 12.1. Rules and Regulations. Tenant covenants and agrees that Tenant will comply with (and require all of Tenant's permittees and their respective employees, agents and contractors to comply with) all rules and regulations established by, or applicable to, Landlord from time to time for the operation of the Leased Premises including but not limited to those set forth on Exhibit 12.1 attached hereto and made a part hereof.

Section 12.2. Notices. Notices, demands, reports and statements required or permitted to be given hereunder shall be given by registered or certified mail or sent by nationally recognized overnight courier or in the case of notices from Landlord to Tenant, notice can be personally delivered to the Leased Premises. All notices to Landlord shall be addressed to Landlord at 139 **Blue Grass Parkway Oswego IL 60543** and if to Tenant, at the Leased Premises or **Dyno Enterprise Inc 1102 N hershey Rd Bloomington IL 61704**. Either party may change the place for notices by notice in writing to the other. Notices, demands, reports and statements shall be deemed to have been given one (1) day after being sent or when delivered in the case of personal delivery to Tenant.

Section 12.3. Waiver. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

Section 12.4. No Offer. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

Section 12.5. Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one lessor or lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

Section 12.6. Schedules and Exhibits. All schedules and exhibits referred to in, and attached to, this Lease are hereby made a part of this Lease.

Section 12.7. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

Section 12.8. Right to sell Premises. At any time if landlord want to sell Plaza tenant will get his money back 10% less every year of his investment. Total money which tenant invest will not be more than \$100,000.00.

Section 12.9. Waiver of Redemption. Tenant hereby expressly waive any and all rights of redemption granted by or under any present or future laws in the event of any Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises by reason of the violation by any Tenant of any of the covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

Section 12.10. Recording. Tenant shall not record this Lease without the prior written consent of Landlord.

Section 12.11. Brokers. (a) Tenant represents and warrants to Landlord that Tenant has not dealt with any broker or finder in connection with this Lease; and, indemnifies and holds Landlord harmless from all losses, liability, costs or expenses (including reasonable attorneys' fees and expenses), incurred as a result of any alleged breach of the foregoing warranty.

(b) Landlord represents and warrants to Tenant that Landlord has not dealt with any broker or finder in connection with this Lease; and indemnifies and holds Tenant harmless from all losses, liability, costs or expenses (including reasonable attorneys' fees and expenses), incurred as a result of any alleged breach of the foregoing warranty.

Section 12.12. WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS LEASE OR ANY OF THE OTHER DOCUMENTS ENTERED INTO IN CONNECTION WITH THIS LEASE.

Section 12.13 JURISDICTION AND VENUE. FOR THE PURPOSES OF ANY ACTION OR PROCEEDING INVOLVING THIS LEASE, EACH TENANT HEREBY EXPRESSLY SUBMITS TO THE JURISDICTION OF ALL FEDERAL AND STATE COURTS LOCATED IN WILL COUNTY, STATE OF ILLINOIS AND CONSENTS THAT ANY

ORDER, PROCESS, NOTICE OF MOTION OR OTHER APPLICATION TO OR BY ANY OF SAID COURTS OR A JUDGE THEREOF MAY BE SERVED WITHIN OR WITHOUT SUCH COURT'S JURISDICTION BY PERSONAL SERVICE, PROVIDED A REASONABLE TIME FOR APPEARANCE IS ALLOWED. TENANT HEREBY IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE BROUGHT IN ANY FEDERAL OR STATE COURT SITTING IN WILL COUNTY, STATE OF ILLINOIS, AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 12.14. Executive Order 13224. Neither Tenant of this Lease, nor any of Tenant's officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Tenant) is or will be an entity or person: (a) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224"); (b) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (c) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses [i] - [iv] above are herein referred to as a "Prohibited Person"). Tenant covenants and agrees that neither Tenant, nor any of Tenant's officers, directors, shareholders, partners, members or any affiliates (including the indirect holders of equity interests in any Tenant) will: (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Tenant further covenants and agrees to deliver (from time to time) to Landlord any such certification or other evidence as may be requested by Landlord in its sole and absolute discretion, confirming that: (i) neither Tenant, nor any of Tenant's officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Tenant) is a Prohibited Person; and (ii) neither Tenant, nor any of Tenant's officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Tenant) has engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

Section 12.15. Limitation of Landlord's Liability. There shall be no personal liability on Landlord, its officers, partners, members, employees, shareholders, agents beneficiaries, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

Tenants

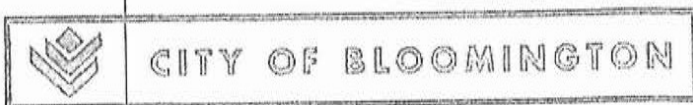
Landlord



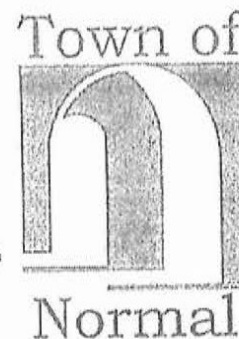
Chandni Properties LLC
Member

Dyno Enterprise Inc
President

[Signature] 05/30/18



Bloomington/Normal Prepared Food & Beverage
Registration Form



Date: NOV. 19, 2018
DBA Business Name: DYNO ENTERPRISES, INC.
Local Address: 1102 N. Hershey Rd.
City: Bloomington State: IL Zip: 61704
Phone: [REDACTED] Fax:

Illinois Business Tax (IBT) #:

Corporate or Owner information if different from above.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Date Business started at this location:

Type of Organization:

- ☐ Sole Proprietorship
☐ Partnership
☒ Corporation
☐ Other (specify) _____

Contact Information:

Name: Pinakin Patel
Title: President
Address: 1102 N. Hershey Rd., Bloomington, IL 61704
Phone: [REDACTED] E-mail: _____

► Mail or Fax this completed and signed form to:

FAX #: (309) 434-2463

City of Bloomington
Finance Department
PO BOX 3157
Bloomington, IL 61702-3157

► Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

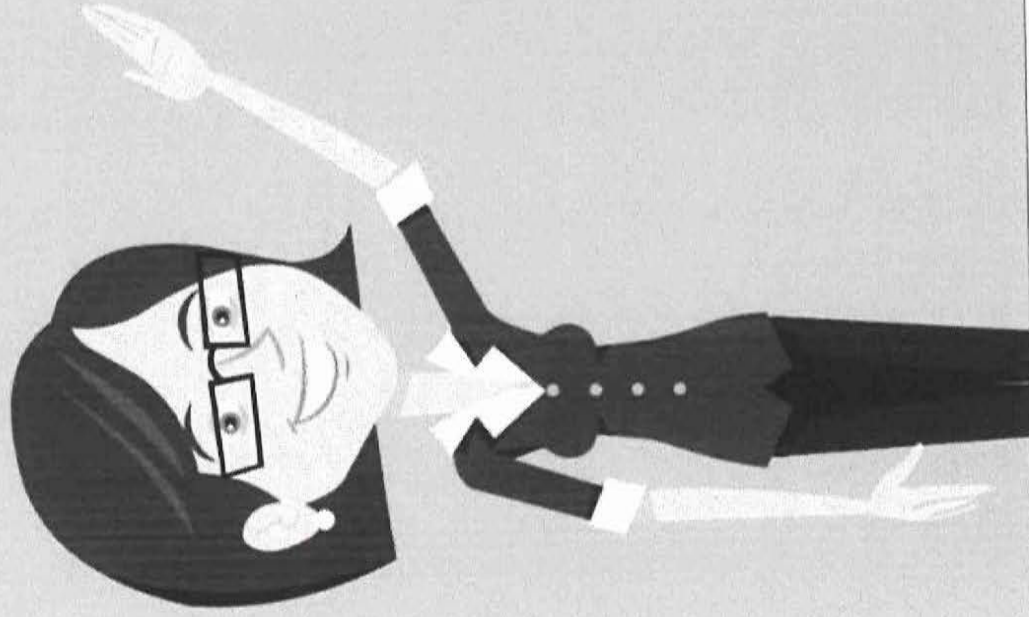
Signature of Officer Empowered to Sign

Pinakin Patel President
print name and title

NOV. 19, 2018
Date

Certificate of Completion

— AWARDED TO —



Madhukantaben Patel

has successfully completed the course

BASSET Illinois

Date: October 24, 2018

BASSET
Illinois

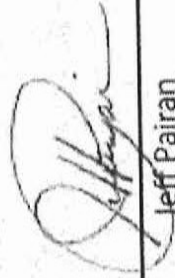
www.basetillinois.com

Certificate of Completion

**American
Safety Council**

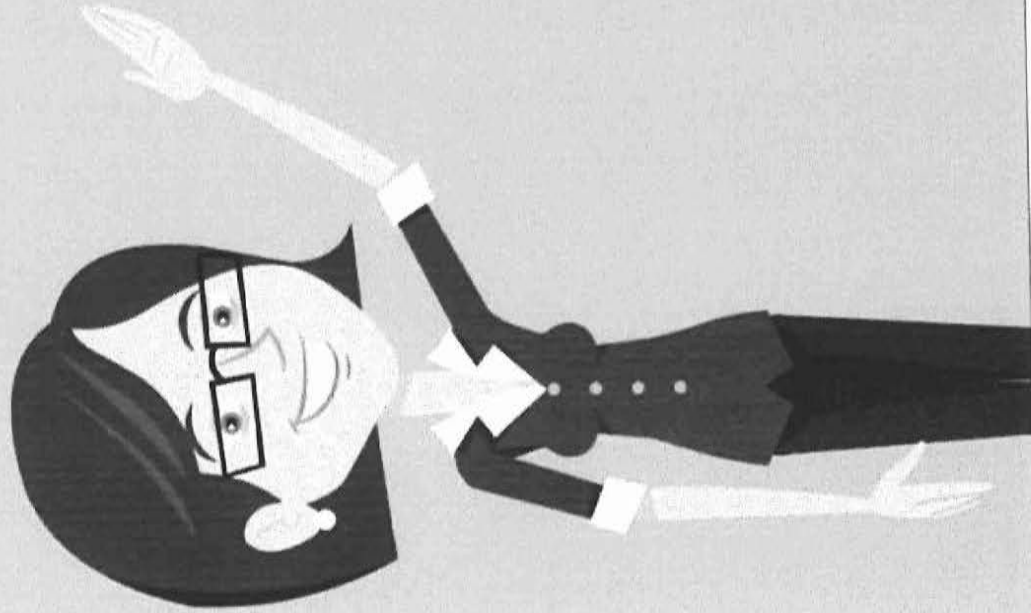
PINAKIN PATEL

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 10/24/2018
from the American Safety Council.


Jeff Pairan

Certificate of Completion

— AWARDED TO —



Parth Dahyabhai Patel

has successfully completed the course

BASSET Illinois

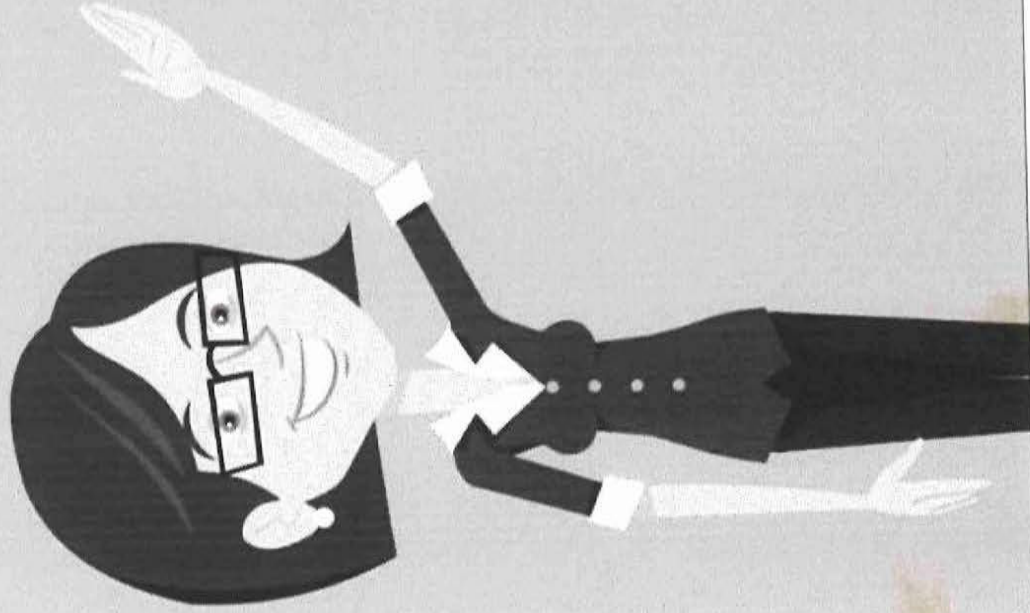
Date: October 24, 2018

BASSET
Illinois

www.bassetillinois.com

Certificate of Completion

— AWARDED TO —



Alpesh Patel

has successfully completed the course

BASSET Illinois

Date: October 24, 2018

BASSET
Illinois

www.bassetillinois.com

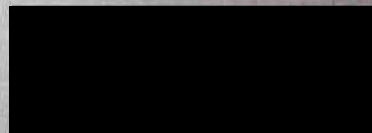
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is agreed to between Ajeet Singh (Seller) and Pinakin Patel and Madhukahtaben Patel (Buyers) of the Sellers interest in Dyno Enterprises, Inc.

1. That Buyers have an oral agreement to acquire the ownership interest of Dyno Enterprises, Inc. from Ajeet Singh.
2. That the parties attempted to close the transaction in the summer of 2018 but refrained from transferring ownership based upon filing for the liquor license change of ownership.
3. The parties in anticipation of the ownership change, did in fact change the Corporate Officers, which is evidence by the amended documents filed with the Secretary of State.
4. That the Seller is still the owner and day to day operator of the convenient store known as Hot Spot.
5. That the parties have jointly brought a liquor license for change of ownership of the Corporation.
6. That subject to the approval of the liquor license, ownership in the corporate shares shall transfer to the Buyers.



Ajeet Singh – Seller



Pinakin Patel – Buyer



Madhukahtaben Patel – Buyer



MARVEL LAW

221 E. Front Street | Bloomington, IL 61701
309.807.2885

207 S. McLean Street, Ste. 2 | Lincoln, IL 62656
217.803.2940

Richard T. Marvel
Attorney at Law
marvellaw@richmarvel.com
marvellawpc.com

November 19, 2018

City of Bloomington Clerk

Re: Liquor License Change of Ownership of DYNO ENTERPRISES, INC.

To Whom It May Concern:

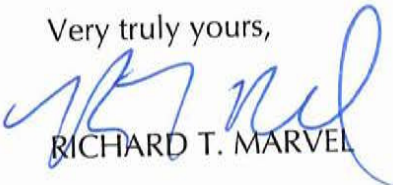
This letter is to advise as to the current status of the liquor license with DYNO ENTERPRISES, INC., doing business as the HOT SPOT at 1102 N. Hershey Rd., Bloomington, IL 61704. The present owner of DYNO ENTERPRISES, INC., Ajeet Singh, is transferring ownership of the corporation to two new individuals, Pinakin Patel and Madhukahtaben Patel. Pursuant to the Bloomington Liquor Code section 2 (c) the new owners Pinakin Patel and Madhukahtaben Patel along with the present owner, Ajeet Singh, submit the attached application for change of ownership. Pursuant to section 4 (d), we are submitting a new application for the change of ownership, despite the liquor commissioner's discretion regarding this condition.

Ajeet Singh previously was the owner of the entire commercial property located at 1102 N. Hershey Rd., Bloomington, IL 61704. Pinakin Patel and Madhukahtaben Patel recently acquired, through a corporation, the commercial property. Based upon liquor license and business operation issues, Mr. Singh entered into a lease with the new owners for the ongoing operation of the convenient store known as HOT SPOT. At this time Mr. Singh wishes to transfer ownership of the HOT SPOT to Pinakin Patel and Madhukahtaben Patel by selling all of the interest he has in the holding corporation.

The documents attached to the liquor license include the tax return for the ongoing business operation for the year 2017. Please advise if you need any additional information associated with the finances of the ongoing business.

Pursuant to the City of Bloomington liquor code requirements regarding notification of ownership change, Ajeet Singh, Pinakin Patel and Madhukahtaben Patel, request the liquor commission recommend approval of this change to the City Council.

Very truly yours,



RICHARD T. MARVEL

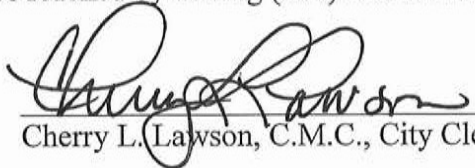
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 11, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the Change of Ownership Application of Dyno Enterprises, Inc., d/b/a Hot Spot located at 1102 N. Hershey Rd.; currently holding a Package Sales All Types with Sunday Sales (PAS) liquor license which would allow the sale of all types of packaged alcohol only for consumption off the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.


Cherry L. Lawson, C.M.C., City Clerk

Publication Date: December 1, 2018, Pantagraph Newspaper

CITY OF BLOOMINGTON
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Cherry L. Lawson, C.M.C., City Clerk

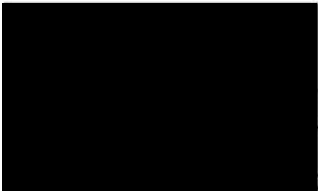
Publication Date: December 1, 2018, Pantagraph Newspaper

08/27/2018

**To
City Clerk
City of Bloomington
109 E Olive St
Bloomington IL**

Respect Sir/Madem

As Per our Board Meeting for Dyno Enterprise Inc. I Ajeet singh replacing me as a president to Mr. Pinakin Patel and Madhukantaben patel each have 50% share in Dyno Enterprise Inc from Aug 27 2018. Please feel free to reach me if any Question.


Ajeet Singh

Ph: 

08/27/2018

FORM **BCA 5.10/5.20** (rev. Dec. 2003)
**STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE**
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 328
Springfield, IL 62756
217-782-7808
www.cyberdriveillinois.com

FILED

AUG 28 2018

JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to Secretary of State.

File #

Filing Fee: \$25

Approved: Be

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1. Corporate Name: DYND ENTERPRISES INC.
2. State or Country of Incorporation: IL

3. Name and Address of Registered Agent and Registered Office as they appear on the records of the Office of the Secretary of State (before change):

Registered Agent: AJEET SINGH
First Name Middle Name Last Name
Registered Office: 1102 N HERSCHEY RD
Number Street Suite # (P.O. Box alone is unacceptable)
BLOOMINGTON 61704 MCLANE
City ZIP Code County

4. Name and Address of Registered Agent and Registered Office shall be (after all changes herein reported):

Registered Agent: PINAKIN PATEL
First Name Middle Name Last Name
Registered Office: 1102 N HERSCHEY RD
Number Street Suite # (P.O. Box alone is unacceptable)
BLOOMINGTON 61704 MCLANE
City ZIP Code County

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)
a. ☐ Resolution duly adopted by the board of directors. (See Note 4 on reverse.)
b. ☐ Action of the registered agent. (See Note 5 on reverse.)

SEE REVERSE FOR SIGNATURE(S).

FORM **BCA 14.05** (rev. Oct. 2014)
DOMESTIC CORPORATION
ANNUAL REPORT
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-7808
www.cyberdriveillinois.com

Payment must be made by check or money
order payable to Secretary of State.

AMENDED

FILED

AUG 28 2018

JESSE WHITE
SECRETARY OF STATE

File Prior To: 31 Year: _____ File #: 20058707 Approved: BC

Note: A change in the Registered Agent and/or Registered Office may only be affected by filing Form BCA-5.10/5.20.

- Corporate Name: DYNO ENTERPRISE INC.
Registered Agent: DEETSIQA
Registered Office: 1102 M HERSHEY RD
City, IL, ZIP Code: BLOOMINGTON IL 61701 County: MCCLAIN
Principal Address of Corporation: 1102 M HERSHEY RD Street City State ZIP Code
- Date Incorporated: _____ Month _____ Day _____ Year _____
- Names and Addresses of Officers and Directors: _____

NOTE: The names and addresses of ALL officers and directors must be entered in this item or on an additional sheet. 61701

OFFICE	NAME	NUMBER & STREET	CITY	STATE	ZIP
President	PINARIN PATEL	1102 M HERSHEY RD	BLOOMINGTON	IL	61701
Secretary	MAHUKANTABEN PATEL	1102 M HERSHEY RD	BLOOMINGTON	IL	61701
Treasurer					
Director					
Director					
Director					

- If 51% or more of stock is owned by a minority or female, please check the appropriate box: ☐ Minority Owned ☐ Female Owned
- Number of shares authorized and issued (as of _____): _____

CLASS	SERIES	PAR VALUE	NUMBER AUTHORIZED	NUMBER ISSUED
COMMON		10	1000	1000

IMPORTANT: If the amount in item 6 or 7a differs from the Secretary of State's records, form BCA 14.30 must be completed.

- Amount of Paid-in Capital (as of _____): \$ 1000
- Paid-in Capital on record with Secretary of State: \$ _____
(Paid-in Capital reflects the sum of the Stated Capital and Paid-in surplus accounts.)

Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Item 8 Must Be Signed.

8. By: [Signature] Signature Title P.S. Date 08/28/18

Please Complete Reverse Side of This Report



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

08/28/18

DYNO ENTERPRISES INC.,

PINAKIN PATEL
1102 N HERSHEY RD
BLOOMINGTON, IL 61704

Dear Sir or Madam:

A change of Registered Agent/Office Address for the corporation has been filed with our office.

Payment of the filing fee is hereby acknowledged.

Sincerely,

Department of Business Services
Registered Agent Section
501 S 2nd St., Rm 350 Howlett Bldg
Springfield, IL 62756
Telephone (217) 782-7808



MARVEL LAW

221 E. Front Street | Bloomington, IL 61701

309.807.2885

207 S. McLean Street, Ste. 2 | Lincoln, IL 62656

217.803.2940

Richard T. Marvel
Attorney at Law
marvellaw@richmarvel.com
marvellawpc.com

November 26, 2018

City of Bloomington Clerk

Re: Liquor License Change of Ownership of DYNO ENTERPRISES, INC.

To Whom It May Concern:

This letter is to advise as to the current status of the liquor license with DYNO ENTERPRISES, INC., doing business as the HOT SPOT at 1102 N. Hershey Rd., Bloomington, IL 61704. The present owner of DYNO ENTERPRISES, INC., Ajeet Singh, is transferring ownership of the corporation to two new individuals, Pinakin Patel and Madhukahtaben Patel. Pursuant to the Bloomington Liquor Code section 2 (c) the new owners Pinakin Patel and Madhukahtaben Patel along with the present owner, Ajeet Singh, submit the attached application for change of ownership. Pursuant to section 4 (d), we are submitting a new application for the change of ownership, despite the liquor commissioner's discretion regarding this condition.

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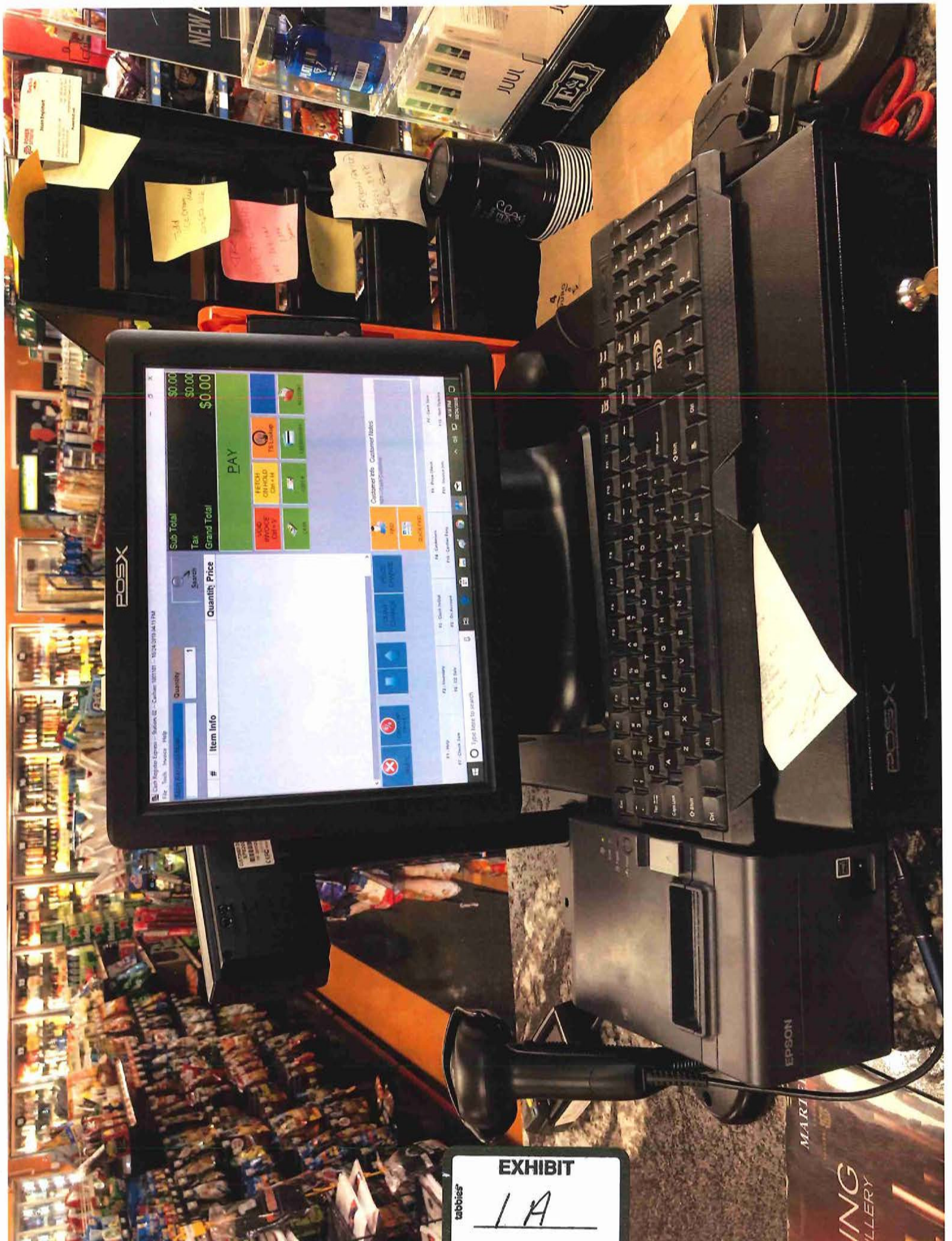
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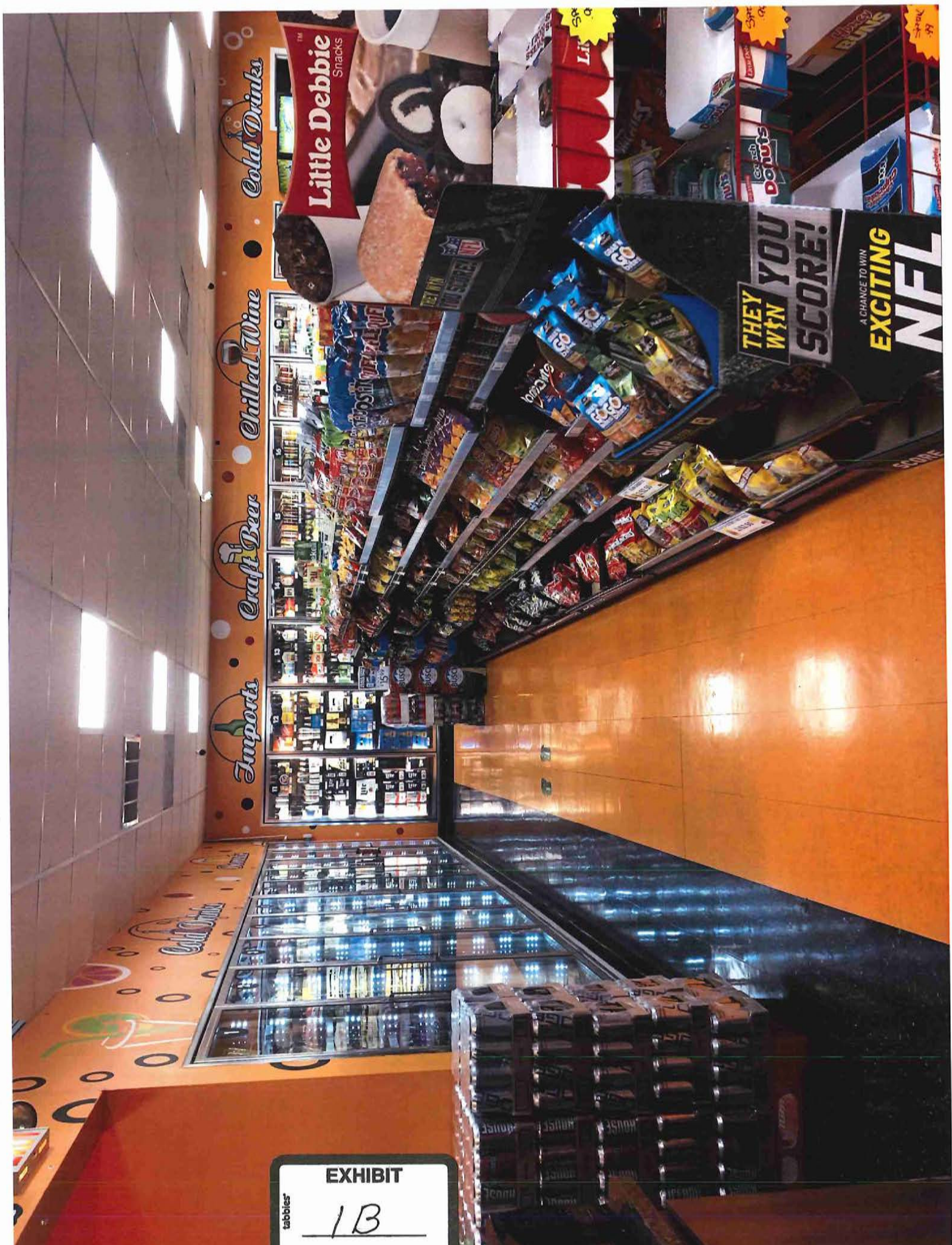
Very truly yours,

RICHARD T. MARVEL

RTM/TL
Cc: George Boyle



tabbies
EXHIBIT
1A



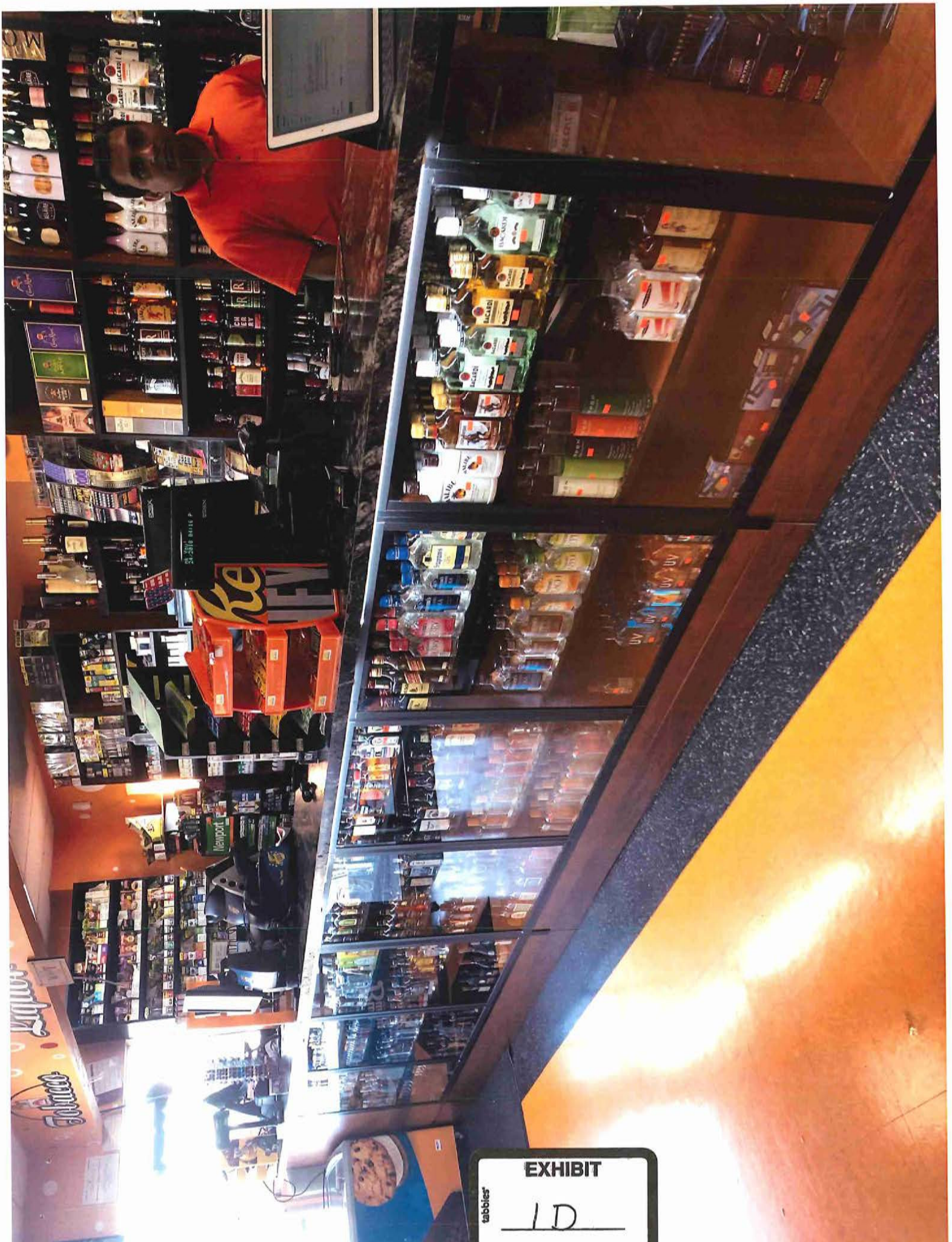
tabbies®
EXHIBIT
1B



EXHIBIT

1C

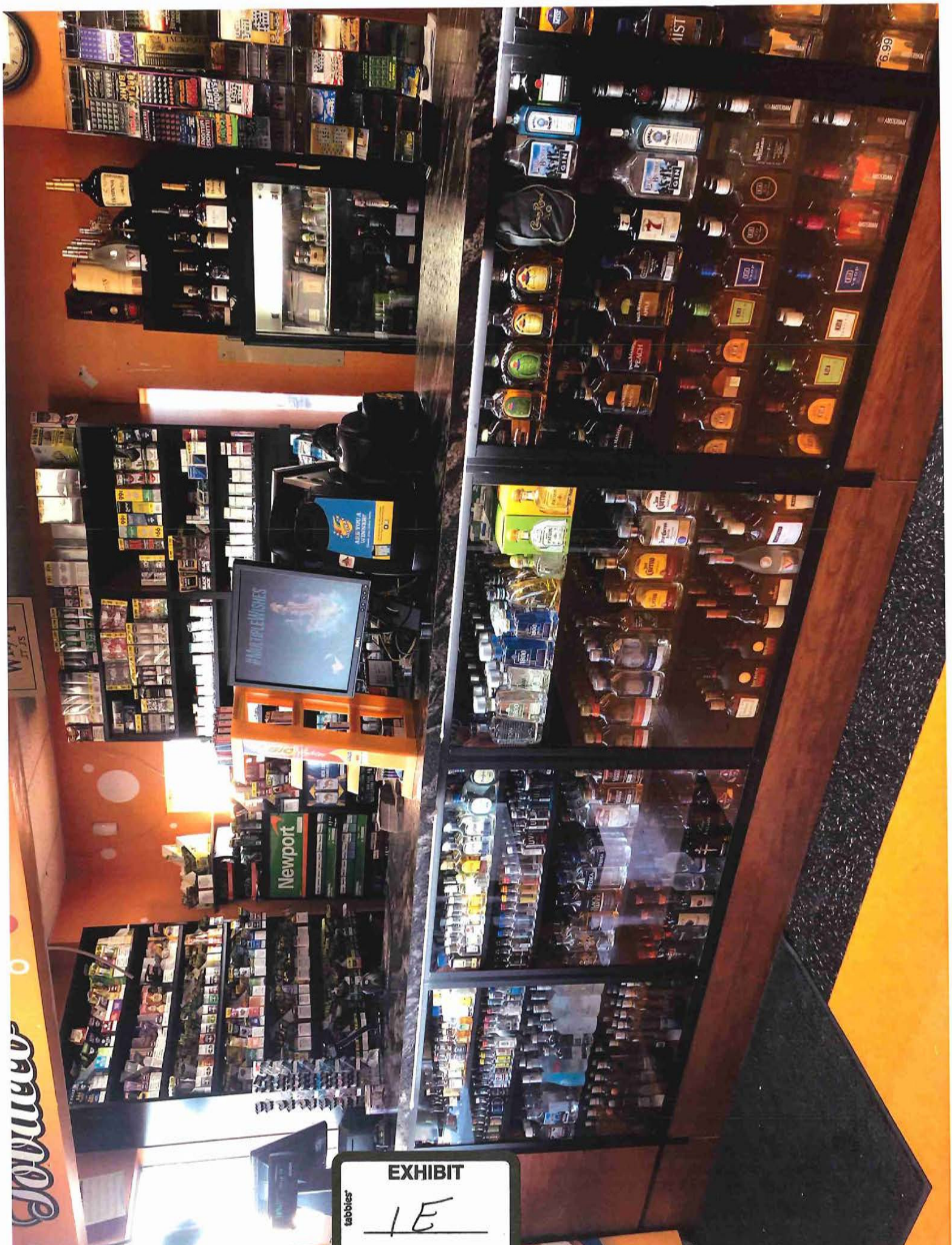
tabbies



EXHIBIT

1D

tabbies



EXHIBIT

tabbies

1E

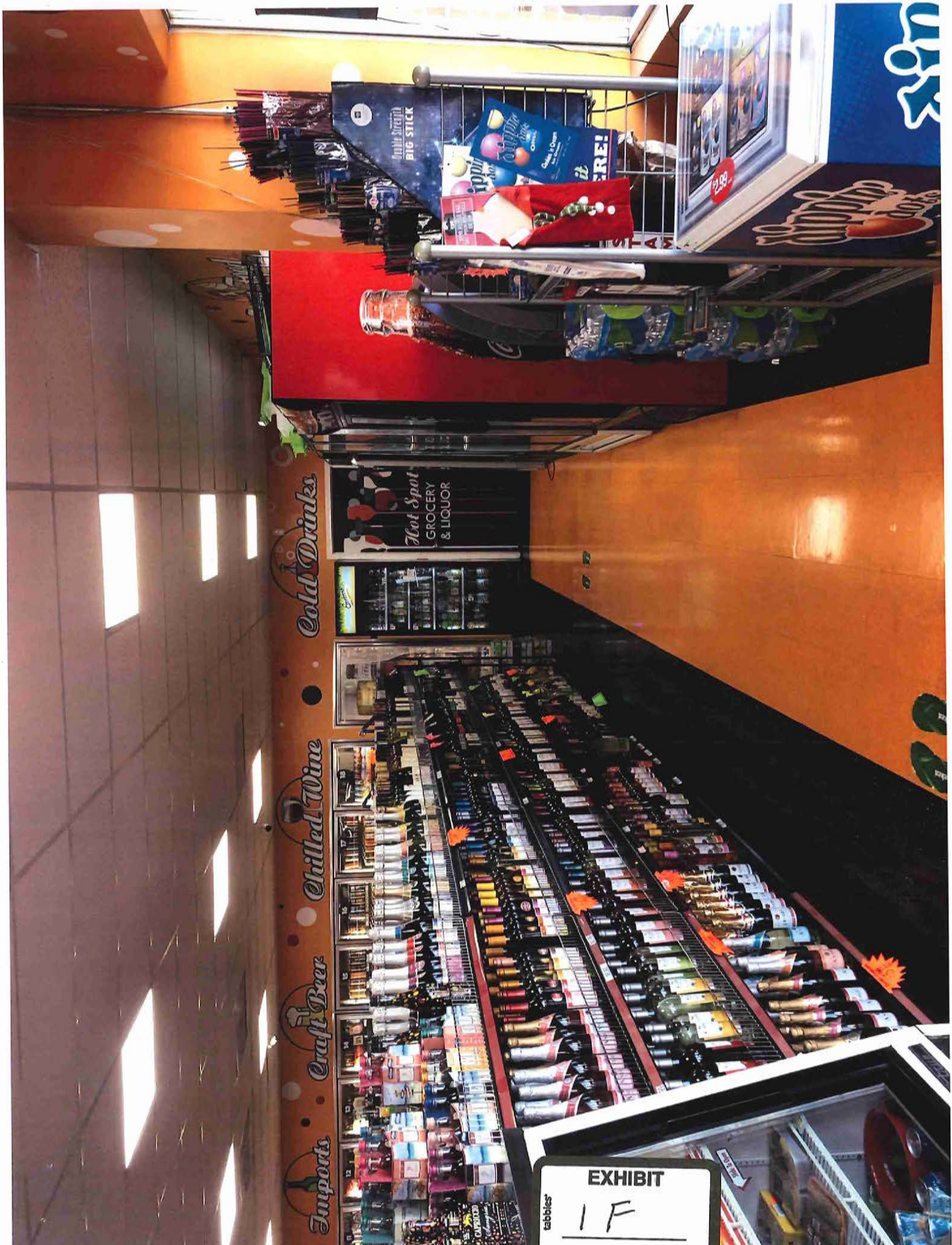
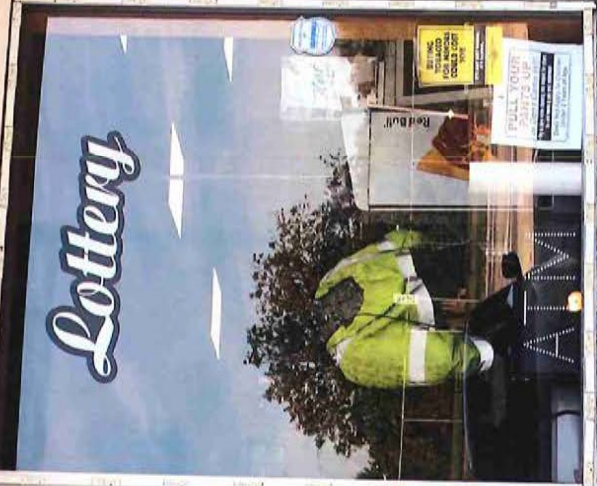
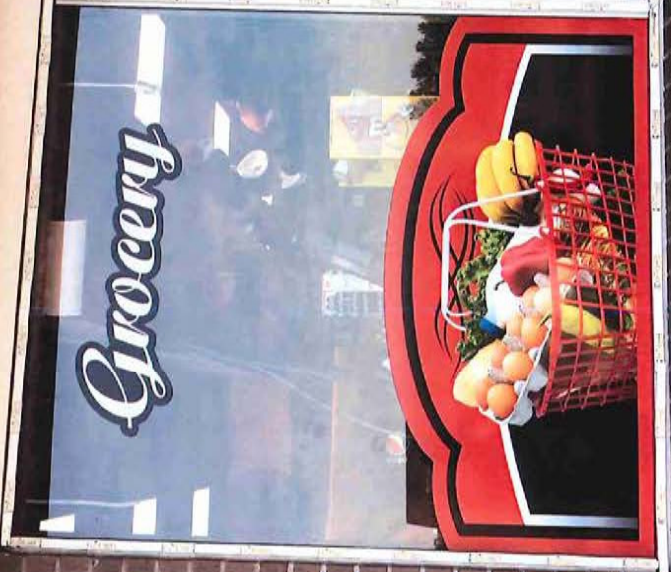


EXHIBIT
1 F

tabbles

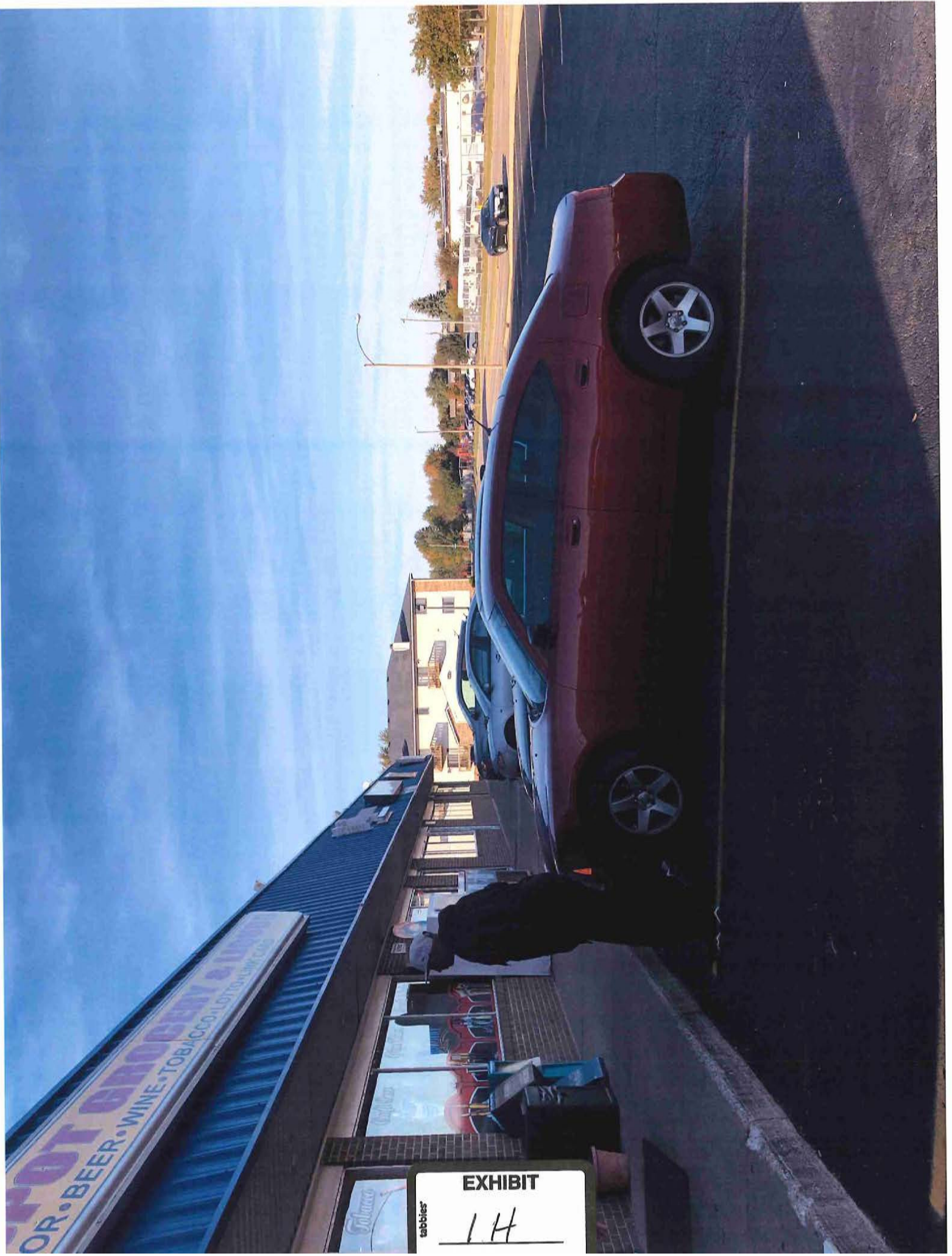
EXHIBIT
16



1102
Hot Spot
GROCERY & LIQUOR

HOURS:
MONDAY-THURSDAY
6AM-1AM
FRIDAY
6AM-2AM
SATURDAY
7AM-2AM
SUNDAY
7AM-12AM





EXHIBIT

tabbies

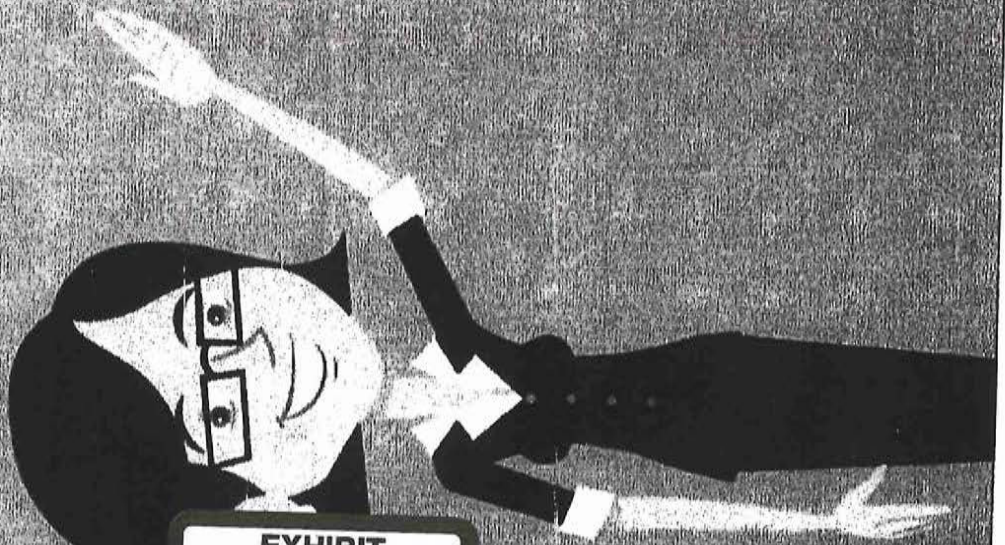
14



tabbies
EXHIBIT
11

Certificate of Completion

AWARDED TO _____



Madhukantaben Patel

has successfully completed the course

BASSET Illinois

Date: October 24, 2018



www.bassetillinois.com

Certificate of Completion

**American
Safety Council**

PINAKIN PATEL

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 10/24/2018
from the American Safety Council.


Jeff Pairan

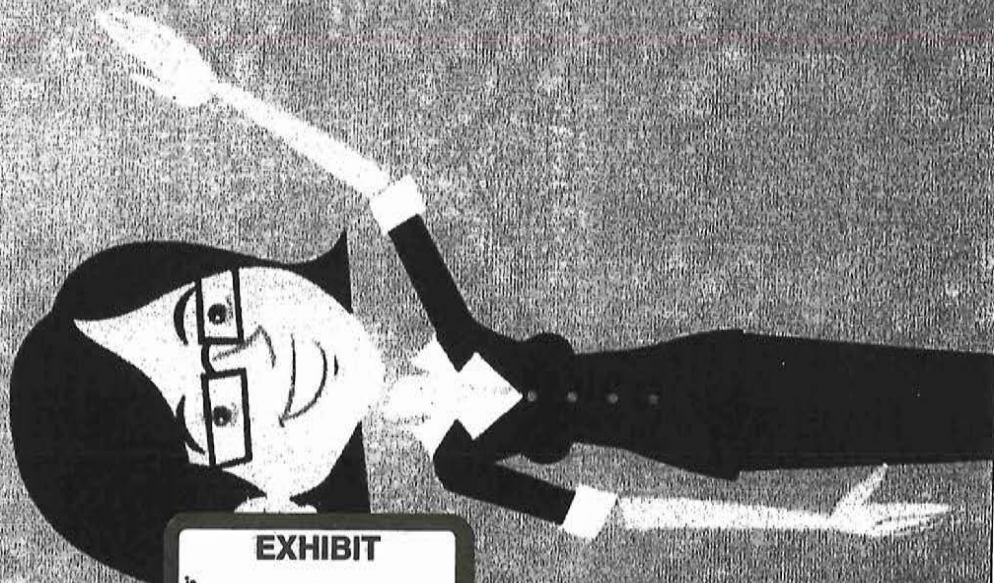
EXHIBIT

tabbles

28

Certificate of Completion

AWARDED TO _____



Parth Dahyabhai Patel

has successfully completed the course

BASSET Illinois

Date: October 24, 2018

BASSET
Illinois

www.bassetillinois.com

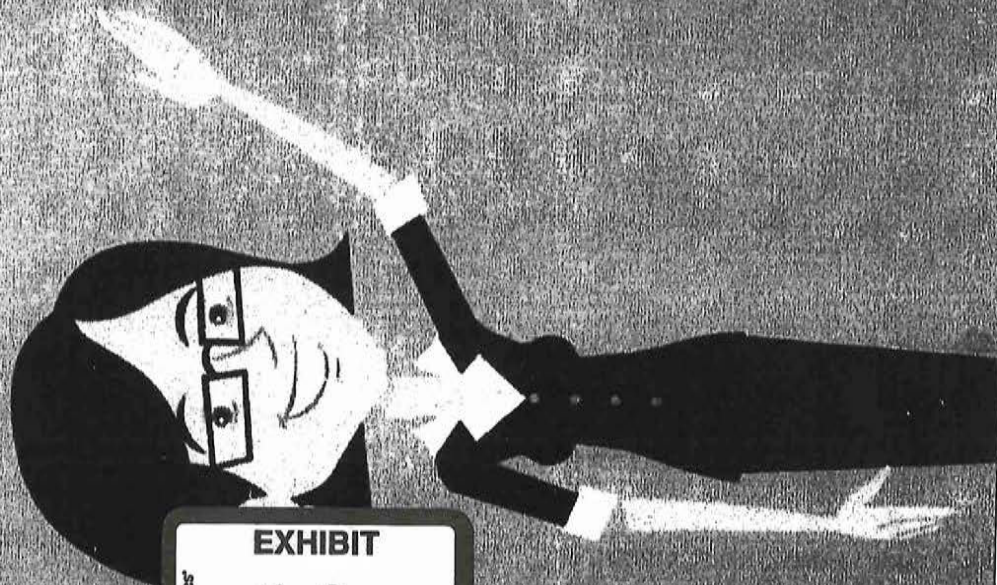
EXHIBIT

tabbles®

2C

Certificate of Completion

AWARDED TO _____



Alpesh Patel

has successfully completed the course

BASSET Illinois

Date: October 24, 2018

BASSET
Illinois

www.bassetillinois.com

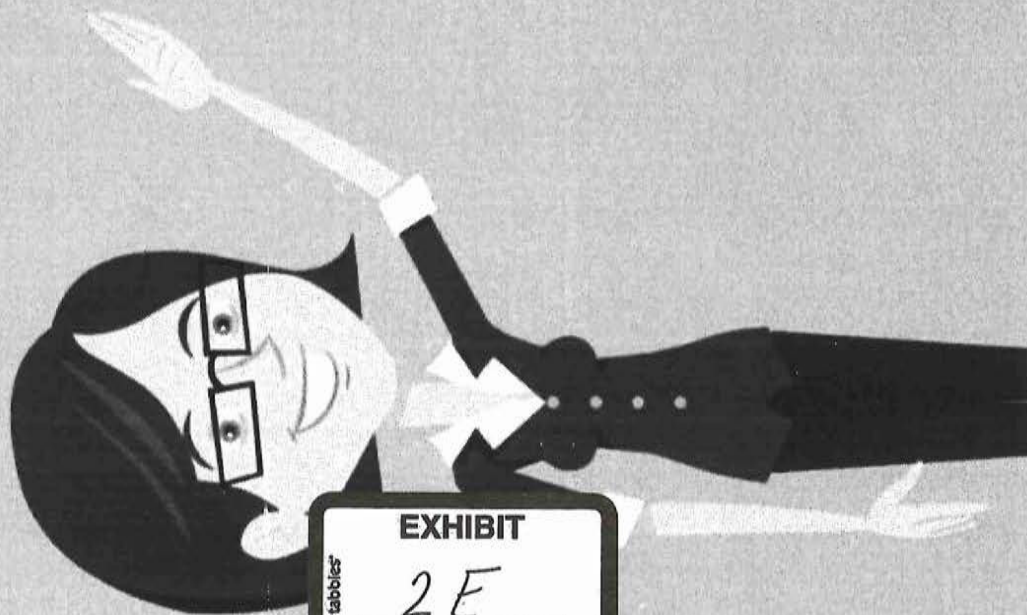
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EXHIBIT

20

Certificate of Completion

— AWARDED TO —



Ajeet Singh

has successfully completed the course

BASSET Illinois

Date: December 17, 2018

BASSET
Illinois

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EXHIBIT

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2E

**Illinois Liquor Control
Commission**



**Bruce Rauner
Governor**

100 W. RANDOLPH ST., SUITE 7-801
CHICAGO, ILLINOIS 60601
TELEPHONE: 312 814-2206
TDD: 312 814-1844

101 W. JEFFERSON ST., SUITE 3-525
SPRINGFIELD, ILLINOIS 62702
TELEPHONE: 217 782-2136
WEBSITE: ILCC.Illinois.gov

**STATE OF ILLINOIS
CHANGE OF CORPORATE OFFICERS**

If you are ONLY changing corporate officers, you can update your ownership information along with the supporting documents listed below. NOTE: Your Illinois Sales Tax account number, Federal Employer Identification No. (FEIN), and LLC/Corporate/Partnership name MUST remain unchanged to use this form. Send this form and supporting documents to: ILCC Licensing, 100 W. Randolph, Ste. 7-801, Chicago, IL 60601 (FAX: 312-814-2241).

The Illinois Liquor Commission requires proof of officer changes 235 ILCS 5/7-1(24). We will not make any officer changes without supporting documentation. The information listed below MUST be submitted prior to any officer changes being made:

1. Proof of approval from the locality supporting the change of officers. Providing us with a copy of your local license does not qualify as approval for officer changes UNLESS the local license reflects the individual names of the corporate officers on the local license.
 - If the local license does not reflect the individual names of all corporate officers then you will need to provide us with a letter from the local municipality verifying that they are aware of the officer change and have approved the change of officers. This letter should reflect the names of officers that are being added or deleted.
2. Evidence of transfer:
 - a. Stock Purchase Agreement;
 - b. Bill of Sale;
 - c. Closing Statement;
 - d. Filed Change of Officer application from the Secretary of State;
 - e. Death Certificate;
 - f. Probate Court Order documents (if applicable);
 - g. Bankruptcy or Receivership documents;
 - h. LLC Operating Agreements;
 - i. Board Member Minutes referencing the changes.
3. Applicants must update their officer/ownership information with the Illinois Department of Revenue by calling the Central Registration Division in Springfield at 217 785-3707.

NEW OWNERSHIP INFORMATION

STATE LIQUOR LICENSE NO.

A.	NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP
	PATEL PINAKIN . S				
	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED	
	M	President		50 %	
B.	NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP
	PATEL MADHUKANTABEN . P				
	SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.
			F	Secretary	
					50 %
C.	NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP
	SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.
					()
D.	NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP
	SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.
					()

E. Total percentage of all stock held by all persons with less than five percent interest

0 %

EXHIBIT

tabbles

3

Liquor License



August 2, 2018



Letter ID: L0212452688

PINAJIT INC
JB'S SOUTH



License No.: [REDACTED]
Expiration Date: 06/30/19
License Type: RETAILER
Account ID: [REDACTED]

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

 STATE OF ILLINOIS LIQUOR CONTROL COMMISSION Governor Bruce Rauner		Letter ID [REDACTED]	
		[REDACTED] License Number	
IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT		HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS	
PINAJIT INC JB'S SOUTH [REDACTED] Macon		RETAILER OFF-PREMISES	
THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES Warehouse: N/A		ISSUE DATE:	08/02/18 Effective 08/02/18
		THIS LICENSE EXPIRES ON:	06/30/19
Sales Tax Acct # [REDACTED]		THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL	

EXHIBIT

5A

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ALCOHOLIC LIQUOR LICENSE

ISSUED BY THE

Local Liquor Control Commissioner
of the City of Decatur, Illinois

License No. 994B

This is to certify that Pinajit, Inc. d/b/a JB's South

is hereby licensed as a Class B Liquor License

to sell at retail alcoholic liquor on the following premises:

1120 East Wood Street, Decatur IL 62521

as authorized and in compliance with the provisions of the ordinances of the City of Decatur, Illinois
and any amendments thereto.

This license expires June 30, 2019

Dated this 18th day of July, 2018

Patricia L. McDaniel

Local Liquor Control Commissioner of the City of Decatur, Illinois

THIS LICENSE IS
NOT TRANSFERABLE

BUSINESS

LICENSE # 9726

FEE: 620.00

LICENSE

2018

2019

BY AUTHORITY OF THE VILLAGE OF
BOLINGBROOK

LICENSE is hereby granted to:

QUALITY INN
(NAME OF ESTABLISHMENT)

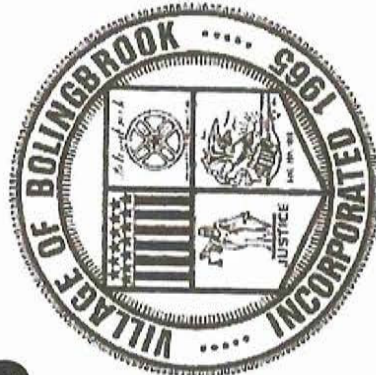
Address: 175 REMINGTON BLVD

Type of business: **SERVICE/COMMERCIAL HOTEL**

For the term of: ONE YEAR

From: July 1, 2018 & Ending: June 30, 2019 in said Village, subject to the Ordinances of said Village in such case made and provided.

Witness the hand of the Mayor of the Village of Bolingbrook in Illinois and the Corporate Seal thereof this 6th day of June, 2018.



Attest:

Carol S. Penning

CAROL S. PENNING, Village Clerk

Roger C. Claar

ROGER C. CLAAR, Mayor

EXHIBIT

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5B



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: 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.

RECOMMENDATION/MOTION: The Change of Ownership Application for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on January 8, 2019, to consider the Change in Ownership application of 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.

On January 8, 2019, Commissioners Tari Renner, Lindsey Powell, and Jim Jordan were present, as well as George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Chad Bevers, owner of Lil Beaver Brewery, was sworn in by the Clerk to provide testimony.

Mr. Bevers requested a change of ownership that occurred in December 2018, which effectively gave Mr. Bevers 100% ownership. Mr. Bevers confirmed that the change in ownership did not result in any operational changes.

Commissioner Powell made the motion for approval, which was seconded by Commissioner Jordan.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 28, 2018, public notice was published in the Pantagraph and approximately 500 courtesy copies of the Public Notice were mailed to neighboring properties. The Agenda for the January 8, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current semi-annual license fee for a TBPS liquor license is \$787.50, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Leslie Yocum, Interim City Clerk

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 2B CREATION OF LICENSE F Lil Beaver Brewery Change in Ownership TBPS
- CLK 2C APPLICATION Lil Beaver Brewery Change in Ownership TBPS
- CLK 2D PHN Lil Beaver Brewery Change in Ownership TBPS

Chapter 6: Section 4B: Creation of New License - Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

2004-2) (d) the hours of operation of the proposed establishment; (Ordinance No.

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



To Whom it May Concern:

Per a conversation with Cherry Lawson on the morning of December 6th, 2018, I'm writing to inform you of a change to the ownership structure of Lil Beaver Brewery, LLC.

At the time of our original Liquor License Application, Lil Beaver Brewery, LLC. was under the following ownership structure:

Chad Bevers 50%

Dale Thomas 50%

As of November 2nd, 2018, I've purchased Dale's interest in the company and the new ownership structure is now:

Chad Bevers 100%

I apologize for not submitting the attached application sooner, it was an oversight on my part and did not realize this would be a requirement of the liquor license. I discovered this when going over the documentation for the Liquor License Renewal for 2019.

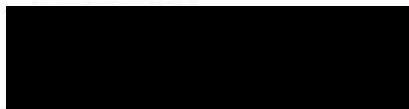
As I'm sure you understand, maintaining a current liquor license and the ability to sell to our customers is a vital part of our businesses. Furthermore, we're planning on hosting a "Birthday Party" for our business on January 4th and 5th of 2019, which will be bringing several individuals in from out of town, so I truly hope this will not affect our liquor license renewal at this time. This event is vital to our success.

I can be contact directly via the wayss listed below if you need anything additional.

Thank you,



Chad Bevers



Submittal Date: 12.07.18
 Renewal Type (A, SA, Q): A
 Business ID: 9050 Class: TBPS
 Staff Initials: alara

CITY OF
Bloomington ILLINOIS
Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION **CLEARLY** AND **COMPLETELY**.

Individual/Partnership/Corporation/LLC: h1l Beaver Brewery, LLC
 Doing Business As (D/B/A):
 Business Address: 16 Currency Dr Unit B
 City/State: Bloomington, IL
 Zip Code: 61704
 Business Phone Number: 309-808-2590
 Business Email Address: chad@h1lbeaverbrewery.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: Chad Bevers Phone Number: [REDACTED]
 Address: [REDACTED]

Name: _____ Phone Number: _____
 Address: _____ City/State: _____ Zip Code: _____

Building Security/Manager

Name: Chad Bevers Phone Number: [REDACTED]
 Address: [REDACTED]

Building Owner Name: Rock Rose Properties Phone Number: [REDACTED]
 Address: [REDACTED]



Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: *(Please Circle)*

☒ Y / ☐ N	Have you attained the age of 21 years?	Y ☒ ☐ N	Have you ever had a Bloomington liquor license revoked for any cause?
☒ Y / ☐ N	Have you been a resident of the City of Bloomington for one year?	Y ☒ ☐ N	Are you eligible for a state retail liquor dealer's license?
☒ Y / ☐ N	Are you a citizen of the United States?	Y ☒ ☐ N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
☒ Y / ☐ N	Are you a person of good character and reputation?	Y ☒ ☐ N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
☒ Y / ☐ N	Do you own or have a valid lease to the premises for which the license is sought?	Y ☒ ☐ N	Have you ever been convicted of a felony under the laws of the United States or any state?
☒ Y / ☐ N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y ☒ ☐ N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i>
☒ Y / ☐ N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y ☒ ☐ N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) T - P B S

TYPE DESCRIPTION

CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) A currently operating brewery with a taproom

3. State the significance of a liquor license to your establishment, present or future: As a brewery, a liquor license is vital to our business, and has proven successful this past year

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? We have a business that many local residents like to frequent, and we also bring in several individuals from outside this community as well

5. Upon what facts do you base your answers to the previous question? Being in business at this location for all of 2018

6. Do you intend to furnish live entertainment in the establishment to be licensed? (Please Circle) Y (N)

a. If you answered "YES" to the previous question, state the nature of such entertainment: _____

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (*Please Circle*) Y ☒ N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? _____

8. Do you intend to obtain an additional license for any of the following (*please circle*):

Y ☒ N Public Dancing*

Y ☒ N Tobacco*

Y ☒ N Amusement* (If yes, which type: _____)

Y ☒ N Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

AMUSEMENT

Type	Description
<i>Auto Amusement Devices</i>	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
<i>Musical Devices</i>	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
<i>Theatre</i>	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
<i>Sidewalk Cafe</i>	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
<i>Video Gaming</i>	Currently Not Available; See City Code Chapter 7 Article XIII

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 16 Currency Dr Unit B City/State: Bloomington, IL Zip Code: 61704

2. What hours will the establishment be open?

Monday: Closed Tuesday: 3pm-9pm Wednesday: 3pm-9pm
Thursday: 3pm-9pm Friday: 3pm-11pm Saturday: Noon-11pm Sunday: Noon-5pm

now open; previously closed
now open; previously closed
instead of 10
instead of 10

3. What type or types of building(s) adjoin the establishment? There is an office building to the north, and an additional unit attached to our building to the south.

- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? The businesses to the north and south of us are open typical hours, around 8-4pm Monday through Friday

- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? There are no residential buildings in the immediate area.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): The building is located on a 2 way road with parking allowed only on one side and only during evenings and weekends

5. How much additional traffic do you expect the establishment with a liquor license to generate? Nothing additional to what we've experienced in our first year of being open

6. Describe on and off street parking facilities to handle traffic anticipated: Our building has 25 Parking Spaces, and Gold's Gym allows us to use their back lot for additional parking when needed

7. How many establishments with liquor licenses are located within the immediate area of your establishment? There are none to my knowledge, other than us.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? We don't typically have high demand for our establishment, it's steady



-
- a. Upon what facts do you base your answer to the previous question? _____
Being in business in this location for all of 2018
-

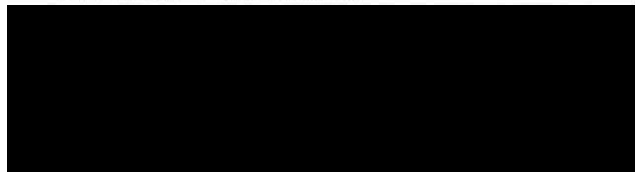
RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
 2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
 3. Do you now or have you ever had a Bloomington liquor license? Yes ☒ No ☐
 - a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? _____
None
-

DATED this 6th day of December, 2018.

SIGNED:

Chad Bevers



Owner

Title

16 Currency Dr. Unit B

Address

Bloomington, IL 61704

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

☒ A New Application ☐ Renewal (Change to Original Application)

change in ownership

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TBPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

☐ an Individual

☐ a Partnership

☒ a Corporation

A. If an **Individual**:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

B. If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐



C. If a Corporation:

Date of Incorporation: 02/18/2016

State whether same is organized for profit ☒ or nonprofit ☐ under laws of the State of Illinois.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Chad Bevers Title: Owner

Address: [REDACTED]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 16 Currency Dr Unit B Bloomington IL, 61704. This is a micro-brewery with a taproom which opened in January of 2018

a. Trade Name: Lil Beaver Brewery

Please answer the following questions by circling Y (yes) or N (no).

Y ☒ N

Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☒ N

Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



Y ☒ N

Is it proposed to sell food in this place of business?

Y ☒ N

Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☒ N

Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

Y ☒ N

Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

Y ☒ N

Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☒ N

Is the applicant herein, the owner of the premises for which this license is sought?
If no, the information of the building owner:

Name: Rock Rose Properties Term of Lease: 5/1/2015 to 5/1/2019

Address: [REDACTED]

Y ☒ N

Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: This application is being presented as I purchased my original business partner out and currently operate this business myself, with several paid staff. Having a liquor license is vital to the continue success of our business, which has seen growth in our first year of operation and regularly brings individuals into the Bloomington area from out of town, helping to generate tax revenue. This company is my ownly source of income as of Nov. 1, 2018, as well as the same for 2 full time staff I employ.



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 6th day of December, 2018

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Lil Beaver Brewery, LLC

Corporate _____

Chad Bevers

President of Company (Print Name)

President of Company (Signature)

ATTEST:

Secretary

And the following officers, directors or majority stockholders:



NOTARY ACKNOWLEDGEMENT

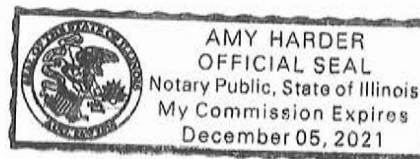
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 6th day of December, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amy Harder
Notary Public

My Commission Expires: _____





Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

☒ A New Application ☐ Renewal (Change to Original Application)

change in ownership

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Lil Beaver Brewery, LLC.

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS ^{TBPS} LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.



DATED this 6th day of December, 2018

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Lil Beaver Brewery, LLC.

Corpo

Chad Bevers

President of Company (Print Name)

President of Company (Signature)

ATTEST:

Secretary

And the following officers, directors or majority stockholders:



NOTARY ACKNOWLEDGEMENT

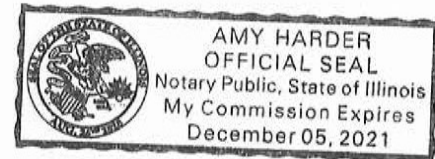
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 6th day of December, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amy Harder
Notary Public

My Commission Expires: _____



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) # [REDACTED]
Date Business started at this location (Month/Day/Year): 02/18/16
Describe your type of Business: Brewery with Taproom

DBA Business Name: Lil Beaver Brewery

Address: 16 Currency Dr. Unit B

Bloomington, IL 61704

Contact: Chad Bevers

Phone: [REDACTED] **Fax:**

Email: [REDACTED]

Owner/Corporate Name:
(if different from above)

Address:

Contact:

Phone: **Fax:**

Email:

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☐

Type of Organization:

☐ Sole Proprietorship
☐ Corporation
☐ Other _____

☐ Partnership
☒ LLC

**Mail,
Drop Off,
Fax, or
Email to:**

Address: City Hall
Finance Department
Room 207
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463

Email: finance@cityblm.org

Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief,
the information on this form is true, correct and complete.

[REDACTED]
Signature of Officer Empowered to Sign

12/6/18

Date

Chad Bevers

Print Name and Title



LILBEAV-01

JLAWRENCE

DATE (MM/DD/YYYY)

06/05/2018

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER P/L/R Insurance Services 139 N Williamsburg Drive Bloomington, IL 61704	CONTACT NAME: John Lawrence	FAX (A/C, No): (309) 827-0001	
	PHONE (A/C, No, Ext): (309) 827-0007	E-MAIL ADDRESS: jlawrence@plrinsurance.com	
INSURED Lil Beaver Brewery LLC 16 Currency Drive Unit B Bloomington, IL 61704	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Society Insurance		15261
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY				07/01/2018	07/01/2019	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY				07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Liquor Liability				07/01/2018	07/01/2019	Occurrence	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E Olive St
Bloomington, IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THE SILVER LINING®

Continuation Certificate

WB Index: [REDACTED]

D

Lil Beaver Brewery LLC
16 Currency Dr Unit B
Bloomington, IL 61704-9632

PRINCIPAL

Lil Beaver Brewery LLC
16 Currency Dr Unit B
Bloomington, IL 61704-9632

BOND NUMBER: [REDACTED]

BOND DESCRIPTION: License & Permit Compliance
Sale of Liquor License

BOND TERM: 05/31/2018 TO 05/31/2019

BOND PENALTY: \$ 2,000.00

WEST BEND MUTUAL INSURANCE COMPANY hereby continues in force the bond referenced above, subject to all the covenants and conditions of the original bond.

This continuation is issued upon the express condition that the liability of WEST BEND MUTUAL INSURANCE COMPANY under said Bond and this and all continuations thereof shall not be cumulative in any term, calendar year or licensing period unless specifically required by law, statute, ordinance or regulation of the obligee and shall in no event exceed the total sum above written or any amendments, endorsements, or riders attached thereto.

OBLIGEE

City of Bloomington

109 E Olive St, PO Box 3157
Bloomington, IL 61701-5217

AGENT **12982**
PLR INSURANCE
139 N WILLIAMSBURG
BLOOMINGTON, IL 61704

***TELEPHONE 3098270007

Dated this 25th day of March, 2018.

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

PRINCIPAL COPY

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®



D

BOND EXECUTION REPORT

Date: 04/11/2018

Bond Number



PLR INSURANCE
139 N WILLIAMSBURG
BLOOMINGTON, IL 61704

PRINCIPAL INFORMATION:

Lil Beaver Brewery LLC
16 Currency Dr Unit B
Bloomington, IL 61704-9632

Billing Address - if blank, see Principal above:

,

Obligee Information:

City of Bloomington

109 E Olive St, PO Box 3157
Bloomington, IL 61701-5217

WB Index: NLC 2351322 1
Bond Eff Date: 05/31/2018
Bond Exp Date: 05/31/2019

Bond Type: -Generic License & Permit Compliance (including Instant Issue)
Work Description: License & Permit Compliance
Sale of Liquor License

Current Bond Penalty: \$ 2,000.00
Previous Bond Penalty: \$ 2,000.00

Bond Premium: \$ 100.00
Premium Change: \$ 0.00

THIS IS NOT AN INVOICE

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. [REDACTED]

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kevin A. Steiner

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Two Thousand Dollars (\$2,000.00)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 25th day of March, 2018.



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 3/14/2018 Expires: 3/14/2021

Trainer's IL Liquor License Number: [REDACTED]

JACOB JONES
[REDACTED]

****Card is not transferrable****

BASSET Card



January 23, 2018



Letter ID: [REDACTED]

License No.: [REDACTED]

Expiration Date: 1/21/2021

License Type: Basset Card

ANDREA NORRIS
[REDACTED]

Your "Student ID number" is: 11874641

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.Illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD Date of Certification: 1/21/2018 Expires: 1/21/2021 Trainer's IL Liquor License Number: [REDACTED] ANDREA NORRIS [REDACTED] **Card is not transferrable**
--

BASSET Card



August 14, 2018



Letter ID: [REDACTED]

CHRIS SEBENY
[REDACTED]

License No.: [REDACTED]

Expiration Date: 8/11/2021

License Type: Basset Card

Your "Student ID number" is: 12634922

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION	
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601	
BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD	
Date of Certification: 8/11/2018 Expires: 8/11/2021	
Trainer's IL Liquor License Number: [REDACTED]	
CHRIS SEBENY [REDACTED]	
Card is not transferrable	

Certificate of Completion



CHAD BEVERS

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 12/20/2017

from the American Safety Council.

A handwritten signature in blue ink, appearing to read "Jeff Pairan", written over a horizontal line.

Jeff Pairan



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

LIL BEAVER BREWERY, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 18, 2016, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 6TH
day of DECEMBER A.D. 2018 .

Jesse White

SECRETARY OF STATE

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 05628873

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: AJW

FILED
FEB 18 2016
Jesse White
Secretary of State

1. Limited Liability Company Name: LIL BEAVER BREWERY, LLC

2. Address of Principal Place of Business where records of the company will be kept:



3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

LAURA A. BALLARD
2401 E EMPIRE ST STE B
BLOOMINGTON, IL 61704-8222

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

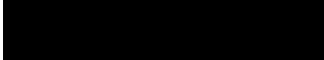
BEVERS, CHAD



HOLLOWAY, TYLER



THOMAS, DALE



8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: FEBRUARY 18, 2016

LAURA A. BALLARD
2401 E. EMPIRE STREET, SUITE B
BLOOMINGTON, IL 61704

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, January 8, 2019 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the Change of Ownership Application of Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery located at 16 Currency Drive, Unit 2, Bloomington requesting a Tavern/Beer and Wine Package Sales and Sunday Sales (TBPS) liquor license which would allow the sale of beer and wine types of alcohol by the glass for consumption on the premises, and the retail sale of the specified premises only of beer and wine in the original packages for consumption off premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, Interim City Clerk

Publication Date: December 28, 2018, Pantagraph Newspaper

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: January 28, 2018

SPONSORING DEPARTMENT: Community Development – Planning Division

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

STRATEGIC PLAN LINK: Goal 1 Financially Sound City Providing Quality Basic Services; Goal 2 Upgrade the City Infrastructure and Facilities; Goal 3 Grow the Local Economy; Goal 4 Strong Neighborhoods; Goal 5 Prosperous Downtown Bloomington; Goal 6 Great Place— Livable Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d City services delivered in the most cost effective, efficient manner; Objective 2a Better quality roads and sidewalks; Objectives 3a-e (all) relating to Goal 3; Objectives 4a-f (all) relating to Goal 4; Objectives 5a-e (all) relating to Goal 5; Objectives 6a-e (all) relating to Goal 6.

BACKGROUND: On August 22, 2016 the City of Bloomington entered into a contract with Houseal Lavigne & Associates for professional consulting services (RPF 2017-06) to review and rewrite Bloomington's Zoning Ordinance, Chapter 44 of the City Code. The original contract was in the amount of \$125,000.00. The project, which began in October 2016, stalled for a short period of time due to turnover within the Community Development Department. More recently, as a part of the final adoption process, additional meetings, continued public hearings and further revisions to the text amendment documents, have caused the project to exceed the original scope of work. A change order is necessary to cover the extra expenses incurred by the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On October 1, 2018, the City Council initiated the public hearing process for a draft zoning ordinance. Two public open houses were held by staff and the consultants. A public hearing was held

with the Planning Commission and continued until December 12, 2018. The December 12, 2018 public hearing was continued until February 13, 2019. It is possible the public hearing could be continued again. After the public hearing is closed, City Council will take action on the text amendment and map amendments resulting from changes in the text. Prior to starting the public hearing process, the Planning Commission met 10 times to discuss the proposed draft.

FINANCIAL IMPACT: The City budgeted for consulting services in the Planning-Other Purchased Services account (10015420-70690); the additional expenses will not exceed \$25,000.00, and there are adequate funds in the account to cover the additional expense. Stakeholders can locate this in FY 2019 Budget Book titled “Budget Overview and General Fund” on page 280.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan identifies revamping current codes and ordinances as a critical task for implementing the plan (pg. 21). The Zoning Ordinance revision accomplishes the following objectives of the plan:

- N-1.1a Update the ordinances and regulations as needed to accomplish the goals of the comprehensive plan.
- H-1.1a Review and improve the current ordinances, codes, regulations, and permitting processes and fees, as needed and desirable, to provide more efficient mechanisms for new developments and redevelopment opportunities.
- D-5.1b Evaluate parking ordinance standards and requirements.
- HL-5.1e Identify and remove regulatory barriers and develop mechanisms to provide permanent community garden plots. Ex: Amend the zoning ordinance to define community gardens and allow them in residential areas as a permitted use.
- NE-2.1d Expand the City’s landscaping ordinance to include an acceptable plant list and an invasive plant list.
- N-1.2d Identify and eliminate the barriers for infill development.
- N-1.3c Foster preservation and adaptive reuse of significant historic buildings and structures. While residents can file variances, the sections of the zoning code that address setbacks should be revisited and amended to reflect the “non-conforming” condition. Such revision adds predictability and make this area more appealing for private investment.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA

Respectfully submitted for Council consideration.

Prepared By: Katie Simpson, City Planner

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, looping flourish at the end.

Tim Gleason
City Manager

Attachments:

- CD 2B - RESOLUTION FOR CHANGE ORDER
- CD 2C - CHANGE ORDER REQUEST

RESOLUTION NO. 2019 -
A RESOLUTION APPROVING THE CITY OF BLOOMINGTON TO
AUTHORIZE A CHANGE ORDER TO THE HOUSEAL LAVIGNE &
ASSOCIATES CONTRACT FOR THE ZONING ORDINANCE
COMPREHENSIVE UPDATE (RFP 2017-06)

WHEREAS, on August 8, 2016, the City Council authorized an agreement with Houseal, Lavigne & Associates for the comprehensive amendment to the City of Bloomington Zoning Ordinance; and

WHEREAS, the project, which began in October 2016, stalled for a short period of time due to turnover within the Community Development Department; and

WHEREAS, continued public hearings and further revisions to the text amendment documents were needed to complete the project which exceeds the original scope of work and a change order is necessary to cover the extra expenses incurred by the City; and

WHEREAS, the City Council finds it to be in the best interest of the City to approve the change order so the final adoption process can move forward for the comprehensive update to the Zoning Ordinance.

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

That the change order be approved as in the best interests of the City and the City Manager, or his designee, authorized to execute any necessary documents in relation to approval of the change order.

PASSED this 28th day of January 2019.

APPROVED this ____ day of January 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

CHANGE ORDER REQUEST

RFP # 2017-06

CONSULTING SERVICES FOR THE COMPREHENSIVE TEXT AMENDMENT TO THE ZONING ORDINANCE

On August 22, 2016 the City of Bloomington and Houseal Lavigne & Associates entered into a contract for professional consulting services to conduct a comprehensive review and rewrite of the City of Bloomington's Zoning Ordinance and other service, as set forth in RFP 2017-06 and the Response to the RFP. The contract amount was \$125,000.00. Due to additional public meetings, continued public hearings, and further text amendment revisions the project has exceeded the original scope of work and timeline. Additional funds are needed to cover the costs of the project. A change order, not to exceed \$25,000.00 and pending City Council approval, to the original contract is necessary to finish the project.

NOT TO EXCEED

\$25,000.00

Houseal Lavigne & Associates

By: 

Its Principal

City of Bloomington

By: _____

City Manager



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 28, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: 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.

RECOMMENDATION/MOTION: 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.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Professional Services Contract with Hanson Professional Services in order to complete an Intersection Design Study (IDS) for the intersection of Washington Street with Euclid Avenue and Brown Street, in the amount of \$25,800. A Feasibility Study, completed in April of 2017 and included as an attachment to this memo, concluded that the best configuration of this intersection is to realign the south leg (Euclid) to line up to the north leg (Brown). An IDS is required by the Illinois Department of Transportation (IDOT) for significant intersection improvements.

This intersection has an awkward configuration that leads to traffic delays and crashes. During peak hours, the eastbound and westbound left-turn movements periodically back up traffic on Washington Street in both directions and create a gridlock situation at the intersection. In addition, the left-turn queues on Washington inhibit the sight lines for Euclid and Brown traffic. In 2016, Lochmueller Group completed a Feasibility Study to recommend a solution to this intersection. They looked at: (1) adding a signal without changing the configuration, (2) realigning Euclid to the south, (3) realigning Brown to the north, and (4) adding a roundabout. Their study concluded that the best option was to realign the south leg and have a four-way stop as shown below on Figure 1. This IDS will be completed so that the intersection is designed in a manner that will not require pavement modification if a traffic signal is warranted in the future.



Figure 1: Conceptual plan from April 24, 2017 study by Lochmueller Group

Right-of-way acquisition is currently planned for FY 2022 with construction scheduled for FY 2023. See Table 1 for more details on the estimated future funding for this project. These estimates will be updated within the scope of the Agreement in question.

Table 1: Washington at Euclid/Brown – Estimated Future Project Funding			
Year	Description	Total Cost	Funding Source
2021	Phase II Design	\$200,000	Motor Fuel Tax
2022	Right-of-Way	\$100,000	Capital
2023	Construction	\$1,400,000	Motor Fuel Tax, Water, Storm Water
Total		\$1,700,000	

Through Resolution 2016-10, the City Council approved a list of pre-qualified vendors for engineering, architectural, and land surveying services. Resolution 2016-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the Traffic category and initially determined Lochmueller Group to be the most qualified to do the work. This would have provided consistency from the Feasibility Study. However, City Staff was unable to come to an agreement with Lochmueller Group regarding the scope of the survey to be completed. Therefore, Hanson Professional Services was identified and selected for this project based on their experience using aerial photography from an unmanned aerial vehicle (UAV), also known as a “drone”, to establish existing conditions and develop a three-dimensional model of the intersection from the aerial photography.

City staff has recently deployed a UAV to collect aerial photography for this intersection which can be used to generate a three-dimensional model in the place of a traditional survey. This is the first project for which this approach is being used. Use of the UAV is estimated to save the City \$20,000 on this project alone. This project will also serve as an educational opportunity for staff to improve the process of using the UAV instead of a traditional survey as an innovative way to lower the cost of designing future projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting on November 15, 2016 provided an opportunity for residents to ask questions and offer input regarding the proposed project. Those who offered comments at this time were generally in favor of the proposed option which is now proposed for the Intersection Design Study.

FINANCIAL IMPACT: The funds for this particular engineering services agreement are not included in the FY 2019 budget. However, staff recommends utilizing unspent budgeted funds from Capital Improvement - Architectural & Engineering (40100100-70051). These funds are available due to other projects not being completed this fiscal year. The services within this agreement will cost \$25,800. Stakeholders can locate this in the FY 2019 Budget Book titled “Other Funds & Capital Improvement” on page 78.

COMMUNITY DEVELOPMENT IMPACT: The City’s Comprehensive Plan 2035 (Adopted August 24, 2015) includes goals and objectives related to this item:

TAQ-1 A safe and efficient network of streets, bicycle pedestrian facilities and other infrastructure to serve users in any surface transportation mode

TAQ-1.1 Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Assistant City 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

Water/Community Dev. Review By: Katie Simpson, City Planner

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 CONTRACT Washington at Euclid IDS 01282019
- PW 2C STUDY Washington at Euclid IDS 01282019

CITY OF BLOOMINGTON CONTRACT WITH
Hanson Professional Services Inc.
FOR PROFESSIONAL SERVICES FOR
Washington Street and Euclid/Brown IDS

THIS AGREEMENT, dated this 4th day of January, 2018, is between the City of Bloomington (hereinafter "CITY") and Hanson Professional Services Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$_____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

per claim/ \$4,000,000 Aggregate LAL

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

General Liability LAL

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

- ☒ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) years from the date of execution.
- ☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

Hanson Professional Services Inc.

By: _____
Its City Manager

By: Lucinda A. Pross
Its Vice President

ATTEST:

By: _____
City Clerk

By: W. A. Ball
Its Associate

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

The Scope of Services to be provided is limited to the following:

- A. Surveying and Mapping
 - 1. Obtain, review and process aerial drone surveys from the City of Bloomington
 - 2. Identify and survey approximately 20 PIDs for drone processing and provide instruction to the City on how to complete this task.
 - 3. Prepare a base map of the existing topography in CAD format. This file shall include survey points, digital terrain model (DTM), breaklines, planimetric mapping and contour lines.
- B. Intersection Design
 - 1. Obtain and review previous studies and analyses for the intersection
 - 2. Tie in the concept geometry to the survey data
 - 3. Prepare an intersection design study to be approved by District 5
 - i. IDS will incorporate Lochmuller's Intersection Concept Study dated April 24, 2017. The interim design will be an all-way stop, but with the intent to convert to signals in the future if warranted.
 - 4. Meet with the City once to review geometry and refine the concept
 - 5. Provide construction limits and proposed right-of-way for the parcel southwest of the intersection for I and acquisition purposes.
- C. Parcel Plat
 - 1. Prepare parcel plat for the necessary takings from the parcel southeast of the intersection.
 - i. Establish right-of-way in the field
 - ii. Research the parcel
 - iii. Provide parcel plat
- D. Opinion of Probable Cost
 - 1. Provide a budget level opinion of probable cost for Phase I engineering, Phase II engineering, and Phase III construction.
 - 2. Identify any other project costs in order for the City to appropriately budget for this project.

EXHIBIT B
PAYMENT TERMS

Charges for professional services performed by Hanson in completing the Scope of Services associated with this Task Order will be made on the basis of Hanson's direct personnel expenses (DPE) times a factor of 2.6010, plus a fixed fee. DPE includes fringe benefits and payroll burden. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

The following compensation formula is used to compute the fixed fee:

$$\text{CPFF Fixed Fee} = 14.5\% (\text{DL} + \text{R}(\text{DL}) + \text{OH}(\text{DL}) + \text{IHDC})$$

DL = Direct Labor

R = Complexity Factor (0.0)

OH = Consultant Firm's Actual Overhead Factor (160.10%)

IHDC = In House Direct Costs

The total cost to accomplish the Scope of Services for this project is \$25,800. The total fixed fee to be invoiced is \$3,267. Hanson agrees not to exceed the \$25,800 cost without prior written approval by the City.

Addendum to Scope of Services

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall consult with the City to determine the final design with constructability and ease of maintenance in mind.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in

Addendum to Scope of Services

City of Bloomington Public Works Department

each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

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This study was requested by the City of Bloomington, Illinois to assess the existing conditions at the intersection of Washington Street and Euclid Avenue, analyze alternatives, and recommend a conceptual design for future improvements.

Existing Conditions

The McLean County Regional Planning Commission classifies Euclid Avenue, Brown Street, and this portion of Washington Street as Major Collectors. Euclid Avenue and Brown Street are offset by approximately 130 feet, as shown in **Figure 1**, and both are stop-controlled while Washington Street is free-flow.



Figure 1: Existing Conditions

During peak hours, the eastbound and westbound left-turn movements periodically back up traffic on Washington Street in both directions and create a gridlock situation at the intersections. In addition, the left-turn queues on Washington inhibit the sight lines for side-street traffic.

To the West of Euclid Avenue, Washington Street is a three-lane roadway with one westbound lane and two eastbound lanes. A second westbound lane is added approximately 500 feet west of Euclid Avenue. The outside eastbound lane becomes a dedicated right-turn lane as it approaches Euclid Avenue. Semi-trailer trucks often idle in the outside eastbound lane while waiting to access the Cargill facility to the south of the intersection. East of Euclid Avenue, Washington Street is a two-lane roadway with one lane in each direction.

South of Washington Street, Euclid Avenue is a two-lane roadway with one lane in each direction. Approximately 50 feet south of Washington Street is a marked crosswalk where the Constitution Trail crosses Euclid Avenue. Approximately 400 feet south of Washington Street is an at-grade railroad crossing. The railroad track is a siding that runs along the northern boundary of the Cargill facility.

North of Washington Street, Brown Street is a two-lane roadway with one lane in each direction. At the intersection with Washington Street, Brown Street has a dedicated right-turn lane and a dedicated left-turn lane.

REVIEW OF CRASH HISTORY

A total of 75 crashes were reported during the period between January 1, 2006 and June 1, 2016 at the intersections of Washington Street with Euclid Avenue and Brown Street. Thirty of those crashes involved eastbound through vehicles colliding with westbound vehicles turning left onto Euclid Avenue. Another 12 were rear-ends involving northbound vehicles on Euclid Avenue. The number of crashes are typical for intersections with similar volumes, and the types of crashes reported are typical for similar intersections with side-street stop-control.

No fatal crashes were reported, but one cyclist died in 2014 as a result of injuries sustained from falling off his bike after hitting a sign that had been knocked down on the adjacent section of the Constitution Trail.

EXISTING TRAFFIC ANALYSIS

Peak hour turning movement counts were collected on August 30, 2016 from 7:00 AM -9:00 AM and 4:00 PM – 6:00 PM. The AM peak hour was determined to be 7:45 AM - 8:45 AM, and the PM peak hour was 4:00 PM – 5:00 PM. **Figure 2** summarizes the existing peak hour volumes.

Figure 2: Existing Peak Hour Volumes

As shown, the intersection serves a relatively heavy flow of north-south “through” movements that must make two turns due to the offset configuration. The heaviest movements for trucks are the eastbound right and northbound left, particularly during the morning peak period.

The intersections within the study area were evaluated to quantify existing operating conditions. The analysis was completed using Synchro 9, which is based upon the methodologies outlined in the “Highway Capacity Manual” (HCM) published in 2010 by the Transportation Research Board. The capacity of an intersection is quantified by the Level of Service (LOS), which is based upon the delay an average vehicle experiences at a particular intersection.

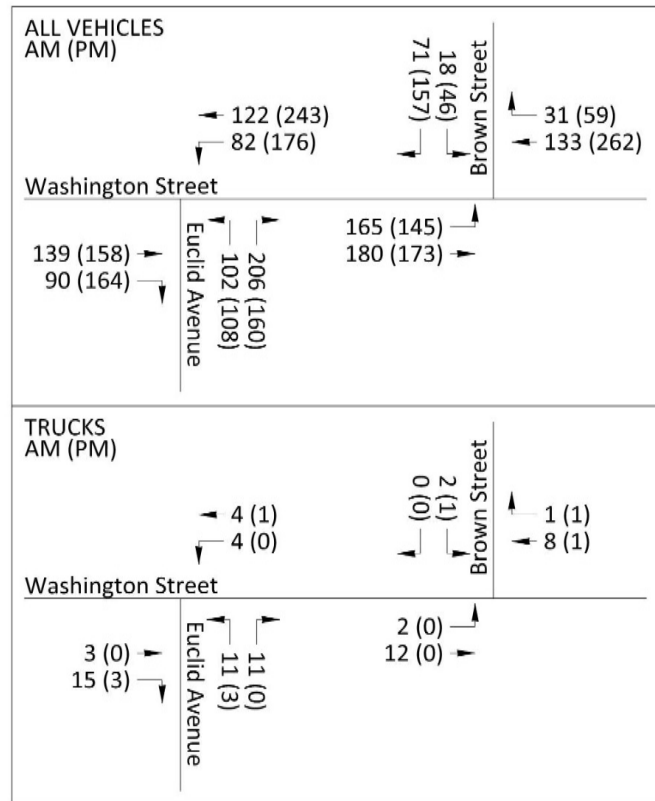


Table 1 summarizes the criterion for both signalized and unsignalized intersections, as defined in the Highway Capacity Manual. LOS C, which is normally used for highway design, represents a roadway with volumes ranging from 70% to 80% of its capacity. However, LOS D is considered acceptable for peak period conditions in urban and suburban areas.

Table 1: Intersection Level of Service Thresholds

Level of Service	Control Delay per Vehicle (sec/veh)	
	Signalized	Unsignalized
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

The existing conditions were analyzed using Synchro capacity analysis software. The existing delay and Level of Service (LOS) by approach are shown in **Table 2**.

Table 2: Existing Delay and LOS

Existing							
		Washington St and Euclid Ave			Washington St and Brown St		
Approach		Eastbound	Westbound	Northbound	Eastbound	Westbound	Southbound
AM	Average Delay (seconds)	0.0	3.5	16.9	4.5	0.0	11.3
	Level of Service	A	A	C	A	A	B
PM	Average Delay (seconds)	0.0	4.3	32.4	4.5	0.0	13.8
	Level of Service	A	A	D	A	A	B

Based on traditional capacity analysis methods, the intersections both have acceptable Levels of Service, though the northbound approach operates at LOS D during the PM peak hour. However, it is important to note that additional delays are experienced by motorists due to the close proximity of the intersections. As noted previously, spillbacks between the intersections can create excessive delays that are not captured in the analysis, so actual average delays are longer than those shown in Table 2.

Alternatives Analysis

Three conceptual alternatives were initially analyzed for the intersection. The alternatives included signalization of the existing intersections, realignment to create a traditional 4-leg intersection, and a roundabout.

ALTERNATIVE 1

Alternative 1 consisted of signalization of the existing intersections with the 130 feet offset remaining in place (analyzed using Synchro). This would be a lower-cost solution with minimal right-of-way requirements and little impact to traffic during construction.

Analysis showed that the intersection of Washington Street and Euclid Avenue would operate at overall LOS C, while the intersection of Washington Street and Brown Street would operate at overall LOS B during the PM peak hour. The delay and LOS by approach for Alternative 1 are shown in **Table 3**. Again, it should be noted that the spillbacks between the intersections would continue to create additional delay not captured in the analysis methodology.

Table 3: Alternative 1 Delay and LOS

Alternative 1: Signalization of Existing Intersections							
		Washington St and Euclid Ave			Washington St and Brown St		
Approach		Eastbound	Westbound	Northbound	Eastbound	Westbound	Southbound
AM	Average Delay (seconds)	8.2	19.8	5.3	19.8	9.0	7.0
	Level of Service	A	B	A	B	A	A
PM	Average Delay (seconds)	5.0	28.0	27.0	23.2	14.8	8.4
	Level of Service	A	C	C	C	B	A

While the LOS at each intersection would be within acceptable levels, the queueing would not be within acceptable levels. The 50th percentile queues for eastbound traffic at Brown Street and westbound traffic at Euclid Avenue would reach approximately 125 feet and 250 feet, respectively. Consequently, under existing traffic demands, the average queues at Euclid Avenue would extend past Brown Street, and vice versa.

Given these spillbacks would result in operational issues similar to those that exist currently, it was determined that signalizing the offset intersections in-place was not a viable alternative.

ALTERNATIVE 2

Alternative 2 consisted of relocation of one leg of the intersection so Brown Street and Euclid Avenue align as a traditional 4-leg intersection with signalization (analyzed using Synchro). Analysis showed that the intersection would operate at LOS A during the PM peak hour. The delay and LOS by approach for Alternative 2 are shown in **Table 4**.

Table 4: Alternative 2 (with Signalization) Delay and LOS

Alternative 2: Traditional 4-leg Intersection with Signalization					
		Washington St and Euclid Ave/Brown St			
Approach		Eastbound	Westbound	Northbound	Southbound
AM	Average Delay (seconds)	8.6	12.2	6.6	8.7
	Level of Service	A	B	A	A
PM	Average Delay (seconds)	6.1	13.3	6.7	14.3
	Level of Service	A	B	A	B

Further analysis of Alternative 2 demonstrated that the intersection would also operate well as an all-way stop. With existing traffic patterns, an all-way stop would operate at LOS B during the PM peak hour. The delay and LOS by approach for Alternative 2 as an all-way stop are shown in **Table 5**. Other intersections to the east and west on Washington Street are also under all-way stop control, which supports the idea that an all-way stop is appropriate for this corridor.

Table 5: Alternative 2 (with All-Way Stop) Delay and LOS

Alternative 2: Traditional 4-leg Intersection with All-Way Stop					
		Washington St and Euclid Ave/Brown St			
Approach		Eastbound	Westbound	Northbound	Southbound
AM	Average Delay (seconds)	9.2	9.3	10.0	8.5
	Level of Service	A	A	A	A
PM	Average Delay (seconds)	9.7	13.4	11.0	10.9
	Level of Service	A	B	B	B

Consequently, it was concluded that a realigned intersection was a feasible alternative, and the intersection could operate as an all-way stop. Signalization could be added in the future if/when traffic growth warrants a higher level of traffic control.

ALTERNATIVE 3

Alternative 3 consisted of the installation of a roundabout at the junction to accommodate the offset between Brown Street and Euclid Avenue (analyzed using SIDRA software). Analysis showed that a roundabout would operate favorably from a Level of Service perspective. The delay and LOS by approach for Alternative 3 are shown in **Table 6**.

Table 6: Alternative 3 Delay and LOS

Alternative 3: Roundabout					
		Washington St and Euclid Ave/Brown St			
Approach		Eastbound	Westbound	Northbound	Southbound
AM	Average Delay (seconds)	7.0	5.2	5.4	8.4
	Level of Service	A	A	A	A
PM	Average Delay (seconds)	9.2	6.1	8.3	7.6
	Level of Service	A	A	A	A

The roundabout alternative was also carried forward as a viable alternative for further analysis and public input.

Public Meeting

Alternatives 2 and 3 both offered acceptable performance measures and were developed into three options. These options were presented at a public meeting on November 15, 2016. The meeting was open-house style and provided an opportunity for residents and City leaders to ask questions and offer input regarding the proposed project.

Displays were available for review including plan views of the existing (no-build) conditions and the three options that were brought forward for consideration. The three options presented at the meeting, as well as the conceptual cost estimates, are attached as **Appendix 1**. Based on a preliminary review, there were no significant environmental concerns identified for any of the options.

OPTION 1 – Realign South Leg

From Alternative 2 (traditional 4-leg intersection), Euclid Avenue would be moved approximately 130 feet to the east to align with the existing Brown Street. This option would accommodate large semi-trailer trucks for all movements and would require right-of-way from the property in the southeast corner of the intersection, but would not substantially impact the houses on Brown Street. A fire hydrant and approximately two utility poles would need to be relocated. The conceptual cost estimate for Option 1 was \$872,149.

OPTION 2 – Realign North Leg

From Alternative 2 (traditional 4-leg intersection), Brown Street would be moved approximately 130 feet to the west to align with the existing Euclid Avenue. This option would accommodate large semi-trailer trucks for all movements and would require the demolition of the house in the northwest corner of Washington Street and Brown Street and a small piece of right-of-way from the property in the southwest corner of the intersection. Relocation would be required for approximately 230 feet of existing storm sewer along Brown Street, a fire hydrant, and approximately four utility poles. The conceptual cost estimate for Option 2 was \$1,009,143.

OPTION 3 – Roundabout

From Alternative 3, a roundabout would be installed at the junction to accommodate the offset between Brown Street and Euclid Avenue. In order to accommodate large semi-trailer trucks within the Washington Street right of way and provide sufficient horizontal deflection for smaller vehicles, an elongated dogbone-shaped roundabout would be necessary. Some right-of-way would be required from the properties in the southwest and southeast corners. A fire hydrant and approximately three utility poles would need to be relocated. The conceptual cost estimate for Option 3 was \$992,708.

PUBLIC INPUT

Thirteen people signed in at the public meeting and five official comments were collected within the two-week comment period following the meeting. The sign-in sheet and comment forms are attached as **Appendix 2**.

Attendees were not in favor of demolishing the house in the northwest corner of the intersection, which was a requirement of Option 2. Attendees were also not in favor of the non-traditional shape that was necessary for the installation of the roundabout in Option 3. In addition, concern was expressed about the roundabout's ability to efficiently accommodate the heavy northbound-to-westbound left-turn truck movement from Cargill.

The preferred alignment at the meeting was Option 1, which included a familiar, traditional intersection that did not require the demolition of any residences. Feedback regarding potential refinements to this option were discussed.

Recommendations

Following the public meeting, the geometry of Option 1, the preferred option, was further refined to reduce the skew on Washington Street. Brown Street is currently restricted from truck access, so the radii on the north leg of the intersection were also reduced to accommodate buses instead of large semi-trailer trucks.

The final recommended alignment is attached as **Appendix 3**. The intersection should be designed so that a signal could be installed in the future when warranted, but could initially be constructed as an all-way stop.

Until a funding source is secured for the realignment of Euclid Avenue, a short-term interim measure could be considered to alleviate the congestion caused by the offset left-turn movements. Eastbound left turns and southbound left turns could be restricted at the intersection of Washington Street and Brown Street with traffic redirected to Caroline Street, approximately 800 feet west of Brown Street, and Darrah Street, approximately 300 feet to the east. The intersection of Washington Street and Euclid Avenue could then operate as an all-way stop.

Analysis shows that with existing traffic the all-way stop would operate at LOS B during the AM peak hour and LOS C during the PM peak hour, and the existing spillbacks would be largely alleviated. The delay and LOS by approach for this interim measure are shown in **Table 7**.

Table 7: Interim Measure Delay and LOS

Interim Measure: All-Way Stop at Euclid Ave with EBL and SBL restricted at Brown St							
		Washington St and Euclid Ave			Washington St and Brown St		
Approach		Eastbound	Westbound	Northbound	Eastbound	Westbound	Southbound
AM	Average Delay (seconds)	8.4	11.1	12.4	0.0	0.0	9.8
	Level of Service	A	B	B	A	A	A
PM	Average Delay (seconds)	8.9	21.5	13.8	0.0	0.0	13.1
	Level of Service	B	C	B	A	A	B

Summary

- » The existing offset intersections of Washington Street with Euclid Avenue and Brown Street are congested during peak periods with eastbound and westbound left-turn queues creating blockages and sight distance obstructions.
- » Analysis of three initial alternatives showed that the intersection would operate well if realigned as a traditional 4-leg intersection or as a roundabout.
- » A public meeting was held and the preferred alternative was to move Euclid Avenue to align with the existing Brown Street as a traditional 4-leg intersection. Analysis shows that the intersection would work favorably as an all-way stop. A signal could be installed in the future when warranted.
- » A short-term interim measure could be considered to install an all-way stop at the intersection of Washington Street and Euclid Avenue, and restrict southbound left-turns and eastbound left-turns at the intersection of Washington Street and Brown Street.

Appendix 1

Options Presented at Public Meeting

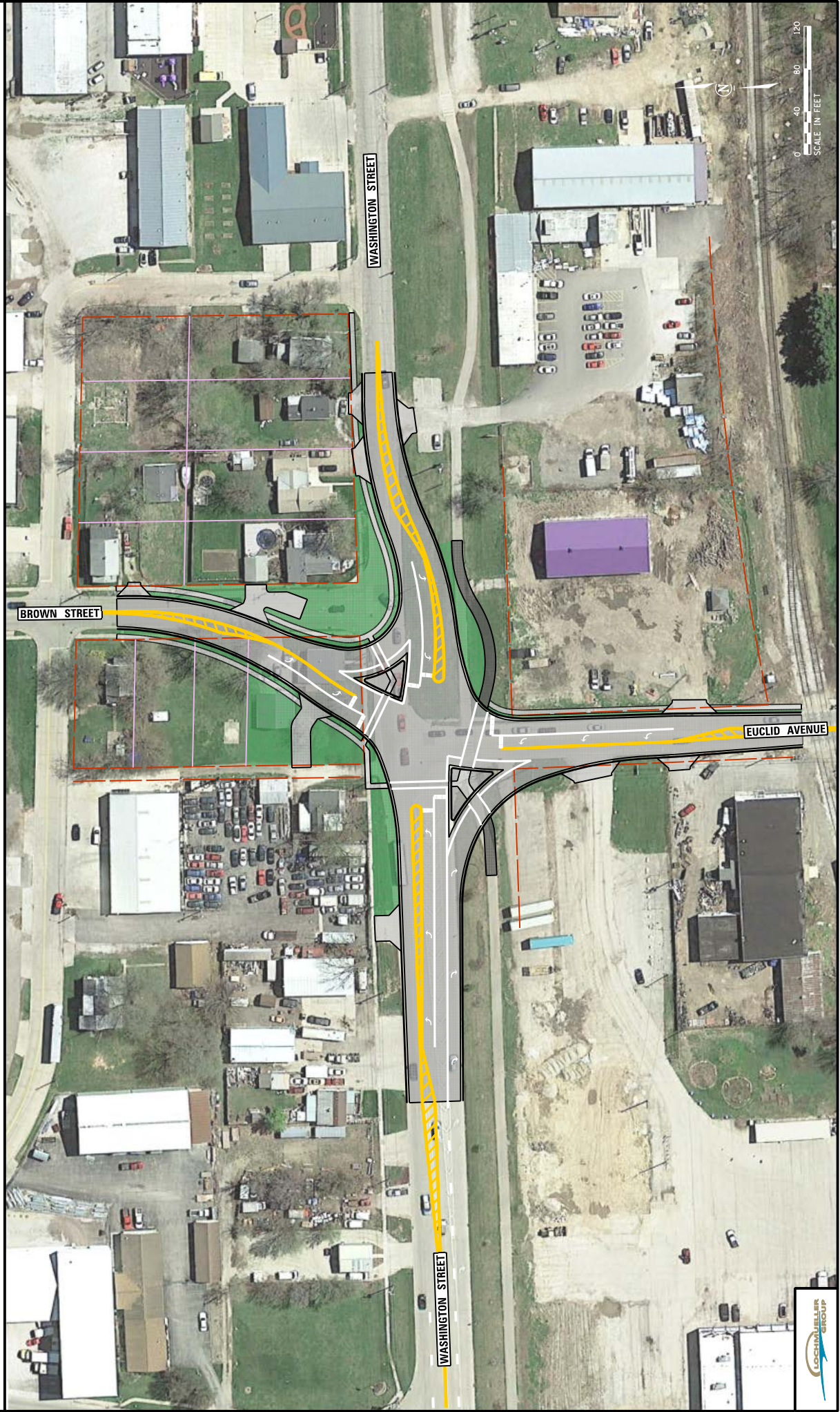
NO BUILD OPTION – EXISTING CONDITIONS



OPTION 1 – REALIGN SOUTH



OPTION 2 – REALIGN NORTH



OPTION 3 – ROUNDABOUT



ENGINEER'S ESTIMATE - PRELIMINARY OPINION OF PROBABLE COST
Washington and Eculid Intersection Improvements
Bloomington, Illinois

Route: Washington St.
County: McLean
Agency: City of Bloomington
Project No.: 415-0042

Date: 11/11/2016
Prepared By: JRB
Checked By: LWJ

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE	OPTION 1 - SOUTH REALIGNMENT		OPTION 2 - NORTH REALIGNMENT		OPTION 3 - ROUNDABOUT	
				QUANTITY	EXTENDED PRICE	QUANTITY	EXTENDED PRICE	QUANTITY	EXTENDED PRICE
	CONSTRUCTION								
	PAVEMENT REMOVAL	SY	\$10.00	3575	\$35,750.00	3425	\$34,250.00	4152	\$41,520.00
	EARTH EXCAVATION	CY	\$15.00	1430	\$21,450.00	1445	\$21,675.00	1571	\$23,565.00
	AGGREGATE BASE, 6"	SY	\$10.00	6278	\$62,780.00	6604	\$66,040.00	7959	\$79,590.00
	PCC CONCRETE PAVEMENT, 10"	SY	\$60.00	4570	\$274,200.00	4704	\$282,240.00	4638	\$278,280.00
	MEDIAN SURFACE, 4"	SY	\$90.00	167	\$15,030.00	172	\$15,480.00	8	\$720.00
	HMA TRAIL, 4"	TON	\$100.00	104	\$10,400.00	52	\$5,200.00	116	\$11,600.00
	CURB AND GUTTER TYPE B-6.18	LF	\$35.00	2239	\$78,365.00	2589	\$90,615.00	3766	\$131,810.00
	PCC DRIVEWAY PAVEMENT, 8"	SY	\$50.00	580	\$29,000.00	452	\$22,600.00	610	\$30,500.00
	PCC SIDEWALK, 4"	SF	\$7.00	3535	\$24,745.00	5013	\$35,091.00	2973	\$20,811.00
	MANHOLES	EA	\$3,000.00	4	\$12,000.00	4	\$12,000.00	6	\$18,000.00
	INLETS	EA	\$2,000.00	12	\$24,000.00	14	\$28,000.00	17	\$34,000.00
	STORM SEWER, 15"	FL	\$55.00	400	\$22,000.00	500	\$27,500.00	600	\$33,000.00
	STORM SEWER, 18"	LF	\$65.00	700	\$45,500.00	750	\$48,750.00	800	\$52,000.00
	PAVEMENT MARKING PAINT, 4'	LF	\$1.00	4698	\$4,698.00	4350	\$4,350.00	2384	\$2,384.00
	PAVEMENT MARKING PAINT, 12"	LF	\$3.00	1035	\$3,105.00	960	\$2,880.00	424	\$1,272.00
	PAVEMENT MARKING PAINT, 24"	LF	\$6.00	99	\$594.00	95	\$570.00	14	\$84.00
	YIELD TRIANGLES	EA	\$20.00		\$0.00		\$0.00	63	\$1,260.00
	SEEDING	SY	\$2.00	2380	\$4,760.00	1937	\$3,874.00	3065	\$6,130.00
	STRUCTURE REMOVAL	EA	\$20,000.00		\$0.00	1	\$20,000.00		\$0.00
	MOBILIZATION	LS	\$30,000.00	1	\$30,000.00	1	\$30,000.00	1	\$30,000.00
	TRAFFIC CONTROL	LS	\$20,000.00	1	\$20,000.00	1	\$20,000.00	1	\$20,000.00
SUBTOTAL OF ALL CONSTRUCTION IMPROVEMENTS:					\$718,377.00		\$771,115.00		\$816,526.00
CONTINGENCY				20%	\$143,700.00		\$154,200.00		\$163,300.00
TOTAL OF ALL CONSTRUCTION COSTS:					\$862,077.00		\$925,315.00		\$979,826.00
	RIGHT OF WAY ACQUISITION								
	PARCEL ACQUISITION	EA	\$75,000.00		\$0.00	1	\$75,000.00		\$0.00
	RIGHT OF WAY COST	SF	\$2.00	5036	\$10,072.00	4414	\$8,828.00	6441	\$12,882.00
TOTAL OF ALL RIGHT OF WAY COSTS:					\$10,072.00		\$83,828.00		\$12,882.00
TOTAL OF ALL CONSTRUCTION IMPROVEMENTS:					\$872,149.00		\$1,009,143.00		\$992,708.00

1. Does not include cost of any utility relocations (if necessary)
2. Does not include cost of right-of-way or easement acquisition services
3. Does not include Engineering or Construction Observation costs

Appendix 2

Public Meeting Sign In Sheet and Comment Forms

MEETING SIGN-IN

Date of Meeting: November 15, 2016

Re: Washington and Euclid
Intersection Improvements

Location: Bloomington City Hall
109 E. Olive Street

NAME	ADDRESS	PHONE #	EMAIL
Gary Stevens			
Jeremy Stelobaker			
Ethel Stedrick			
Kelli Hoar			
Stan Gerson			
Morgan Braun			
Tahnee Lott			
JERRY FUNK			
Doug Aehler			
Susan Schafer			
Steve Spruill			
Patrick Dullard			
Larry Brown			

Public Comment Form

Washington and Euclid Intersection Improvements

We would appreciate hearing your thoughts about this project. You may make comments on this form and leave it with staff at today's meeting, or take it home to fill out. Please write legibly, include your complete mailing address, and sign your comment form.

Comment forms can be mailed to: **Dustin Riechmann, PE, PTOE**
Lochmueller Group
1928 SrA Bradley R. Smith Drive
Troy, IL 62294

Comments may also be emailed to: **DRiechmann@Lochgroup.com**
(Please include "Washington and Euclid" in the subject line and provide your name and complete mailing address)

Please send comments by November 30, 2016. Thank you for your input!

Comments:

Putting stop signs at the north end of Euclid on Washington for east-west traffic would be good. Having traffic on Brown that wants to go east be restricted and having them go over to the next street would be good. We currently have a yield sign on Washington for eastbound traffic at Euclid. This would need to be changed ^{or at least evaluated} to a stop sign to even out the right of way with ^{westbound} traffic wanting to turn left from Washington.

Name: Gary + Brenda Stevens

Email/Telephone: [REDACTED]

Mailing Address: [REDACTED]

Signature:

Though this would slow down the east-west traffic, it would speed up traffic from the south and would reduce collisions greatly.

This option, though not popular, uses the least amount of money, would be quickest to implement and would possibly reduce the collisions that usually happen at this intersection. Just the reduction in collisions would save a great amount of money and time for these individuals and our community.

To: jkarch@cityblm.org

From: mike kerber [REDACTED]

Date: 11/16/2016 08:15AM

Cc: Mayor- blm <mayor@cityblm.org>, ward4@cityblm.org, ward5@cityblm.org,
ward6@cityblm.org, ward7@cityblm.org, ward8@cityblm.org, ward9@cityblm.org,
ward3@cityblm.org, ward2@cityblm.org, dhaless@cityblm.org

Subject: Euclid intersection

Thanks to all that made the discussion of Euclid and Washington intersection possible.
One of my best friends died due to the unsafe conditions there.

His name was Raydean Davis, a retired Methodist minister that worked with ISU students.

He was shepherding a small group of bicycle riders across Euclid on the trail.
As he was warning his fellow cyclists about the cars and trucks coming from three
directions, he did not see a road sign that a vehicle had knocked down on the trail. He ran
over the sign and fell, hitting his head. His helmet protected his head, but the impact was
so hard he still suffered a brain injury and died a few weeks later. He is buried in Evergreen
cemetery.

Please find the money to fix this intersection before more people die.

Thanks,
Mike Kerber

Public Comment Form

Washington and Euclid Intersection Improvements

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Lochmueller Group
1928 SrA Bradley R. Smith Drive
Troy, IL 62294

Comments may also be emailed to: **DRiechmann@Lochgroup.com**
(Please include "Washington and Euclid" in the subject line and provide your name and complete mailing address)

Please send comments by November 30, 2016. Thank you for your input!

Comments:

I REPRESENT FRIENDS OF CONSTITUTION TRAIL.
WE RECOGNIZE THAT THIS INTERSECTION
REPRESENTS A SAFETY HAZARD TO TRAIL
USERS AND, THEREFORE, SUPPORT A
RECONFIGURATION. OPTION 1 SEEMS BEST
TO ME. THE ADDITION OF 4-WAY AND
ISLANDS SHOULD SERVE AS SAFETY
ENHANCEMENTS FOR TRAIL USERS.

Name: **PATRICE DULCART, PRESIDENT**
FRIENDS OF CONSTITUTION TRAIL

Email/Telephone:

Mailing Address:

Signature:

Public Comment Form

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(Please include "Washington and Euclid" in the subject line and provide your name and complete mailing address)

Please send comments by November 30, 2016. Thank you for your input!

Comments:

In reviewing the options I see none that should cause Habitat any great concerns. I believe the picture in IDS-85 is probably the best alignment in terms of increased safety for traffic moving thru the intersection. I do think something should be done to provide parking for families on the north east corner of the intersection (north side of Wash).

Name:

Stan Gencin

Email/Telephone:

(Habitat Office)

Mailing Address:

Signature:

[Redacted Signature]

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Please send comments by November 30, 2016. Thank you for your input!

Comments:

Preference for #1, w/ a more "S" alignment to the Brown Street.

- TO THINK ABOUT

- Left-hand turn lane going westbound into ReStore, they will be making major investments & hopefully RHP will increase traffic

- Lighting. Great time to increase street lights that look very nice.

Name:

JAHNEE LATHROP

Email/Telephone:

Mailing Address:

- Green Space. ~~Other~~ Use that green space to add value to neighborhood

- Look at all sewer, water, etc (as well as sidewalks) in the area
- Look at Bike Lanes & make sure Constitutional Trail is

stays able to be used. Consider pedestrians at every step.

• This is a departure from any of the three options, but I'd recommend a designated semi lane heading Eastbound on W. Washington.

•

Appendix 3

Final Recommended Alignment

OPTION 1 – REALIGN SOUTH

