

CITY OF BLOOMINGTON
CITY COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, JUNE 10, 2013, 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Proclamation - Declaring June 15, 2013 to be "Juneteenth" Celebration Day**
- 7. "Consent Agenda"**
 - A. Council Proceedings of May 13 and 28, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of May 13 and 28, 2013 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Analysis of Bids for Aggregate and Associated Delivery of Material for the Public Works Department's Streets and Sewers Division. (Recommend that the bid for Aggregate Material be awarded to Rowe Construction Co., Bloomington, IL-for the remainder of FY 2014, in an amount not to exceed \$66,305, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
 - D. Analysis of Bids for Asphalt and Associated Delivery of Material for the Public Works Department's Streets and Sewers Division. (Recommend that the bid for Asphalt and Material Delivery be awarded to McLean County Asphalt Co., Inc., Bloomington, IL for the remainder of FY 2014, in an**

amount not to exceed \$174,375.56, and the Purchasing Agent be authorized to issue a Purchase Order for same.)

- E. Analysis of Bids for Concrete and Associated Delivery of Material for the Public Works Department's Streets and Sewers Division. (Recommend that the bid for Concrete and Material Delivery be awarded to Stark Materials, Co., Inc., Bloomington, IL for the remainder of FY 2014, in an amount not to exceed \$166,582.88, and the Purchasing Agent be authorized to issue a Purchase Order for same.)
- F. Analysis of Bids for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material for the Public Works Department's Streets and Sewers Division. (Recommend that the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, Bloomington, IL, for the remainder of FY 2014 in an amount not to exceed \$51,555, and the Purchasing Agent be authorized to issue a Purchase Order for same.)
- G. Advertisements for the Bloomington Center for the Performing Arts (BCPA) in *The Pantagraph*. (Recommend that the advertising contract be approved, in the amount of \$38,000, the formal bid process be waived, and the Mayor and City Clerk be authorized to execute the necessary documents.)
- H. Professional Services Contract for the Bloomington Center for Performing Arts. (Recommend that the contract with Steven Barclay Agency, be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)
- I. Ratification of a cable television franchise agreement with iTV-3. (Recommend that the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)
- J. Analysis of Request for Proposal for Street Sign Inventory and Work Order/Asset Management System. (Recommend that RFP#2013-10 for Street Sign Inventory be awarded to Cloudpoint Geographics, of Roanoke, IL, in the amount of \$100,000, and the Purchasing Agent be authorized to issue a Purchase Order and the Budget Amendment Ordinance be passed.)
- K. Petition submitted by Illinois Wesleyan University, requesting Vacation of Beecher St. right of way between Franklin St. and East St. and the alley right of way accessed by Beecher St. on the south and Horenberger Dr. on the east. (Recommend that the vacation of the street and alley be approved and the Ordinance passed.)
- L. Variance from Chapter 38, Section 123(a) of City Code to Allow a Driveway Approach 23 Feet Wide at 203 Hampton Drive. (That the variance be approved.)

8. “Regular Agenda”

- A. Petition submitted by HL Bloomington LLC and Hundman Management LLC., requesting a Special Use Permit for multiple family dwellings for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Dr. (Recommend that the Special Use Permit be approved and the Ordinance passed.) (15 minutes)**
- B. Economic Development Incentive Application submitted by Green Building, LLC for the property at 115 E. Monroe St. (Recommend that the application be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- C. Analysis of Bid for 2013 Contract for Sidewalk Reconstruction. (Recommend that the unit prices from George Gildner, Inc., Bloomington, IL be accepted, a contract for 2013 Sidewalk Replacement and Handicap Ramp Program be approved, in the amount of \$825,000, and the Mayor and City Clerk be authorized to execute the necessary documents.) (10 minutes)**
- D. Professional Engineering Services Contract with Clark Dietz, Inc. for Locust St. CSO Elimination and Water Main Replacement Phase 2 Construction Plan Design. (Recommend that the Professional Engineering Services Contract with Clark Dietz, Inc., of Champaign, IL, for Locust St. CSO Elimination and Water Main Replacement Phase 2 Construction Plan Design, in the amount of \$285,355 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**

9. City Manager’s Reports and Discussion

10. Mayor’s Discussion

11. Aldermen’s Discussion

12. Executive Session - cite section

13. Adjournment

14. Notes



FOR COUNCIL: June 10, 2013

SUBJECT: Proclamation

RECOMMENDATION/MOTION: That the proclamation be made a matter of record.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1.c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The proclamation will be presented:

Declaring June 15, 2013 to be "Juneteenth" Celebration Day

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamation

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Council Proceedings of May 13 and 28, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of May 13 and 28, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of May 13 and May 28, 2013 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, 5 ILCS 120/2.06(b).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for May 13 and May 28, 2013

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed 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 1.d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Thursday, June 6, 2013 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Analysis of Bids for Aggregate and Associated Delivery of Material for the Public Works Department's Streets and Sewers Division

RECOMMENDATION/MOTION: That the bid for Aggregate Material be awarded to Rowe Construction Co., Bloomington, IL—for the remainder of FY 2014, in an amount not to exceed \$66,305, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. - Better quality Roads, and functional, well maintained sewer collection system.

BACKGROUND: On April 23, 2013 at 3:30 p.m. bids were opened and read. A total of three (3) bids were received. Rowe Construction was the only bidder to fill out the entire bid form, including materials and additional fees if usage exceeded the listed quantities. The bids are as follows:

	FA1 Sand (price per ton x250)	3/8 inch washed rock (price per ton x 3500)	CA 6 Rock (price per ton x 500)	3 inch minus Oversized Rock (price per ton x 250)	5/8 inch washed rock (price per 1000)
Rowe Construction Co.	\$2,600	\$44,800	\$8,025	\$4,175	No Bid
Stark Materials Company	\$2,800	\$49,350	\$7,725	\$5,025	\$18,150
McLean County Asphalt	\$2,457.50	\$63,770	\$8,025	\$4,357.50	\$23,410

Additional Fees if usage exceeds above listed quantities:

	FA 1 Sand (price per ton delivered)	3/8" Washed Rock (price per ton delivered)	CA 6 Rock (price per ton delivered)	3" Limestone Oversized Rock (per ton delivered)	5/8" washed Rock (per ton delivered)
Rowe Construction Co.	\$10.40	\$12.80	\$16.05	\$16.70	No Bid
Stark Materials Company (<i>not delivered</i>)	\$11.20	\$14.10	\$15.45	\$20.10	\$18.51
McLean County Asphalt	No Bid	No Bid	No Bid	No Bid	No Bid

The Streets and Sewers Division does street repairs for the City of Bloomington Water Department, Contractors and their own division for excavations resulting from Water Main repairs, Sewer repairs and Pavement failures, therefore requiring large amounts of Aggregate to be purchased throughout the fiscal year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on April 5, 2013. A total of three (3) bids were received.

FINANCIAL IMPACT: The FY 2014 General Fund Budget appropriated \$66,305 for the purchase of aggregate material in line item 10016120-71081. In accordance with the memo staff will only purchase the aggregate material up to the appropriation amount of \$66,305. Stakeholders may locate this purchase in the FY 2014 General Fund Budget Document on Page #331.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Analysis of Bids for Asphalt and Associated Delivery of Material for the Public Works Department's Streets and Sewers Division

RECOMMENDATION/MOTION: That the bid for Asphalt and Material Delivery be awarded to McLean County Asphalt Co., Inc., Bloomington, IL for the remainder of FY 2014, in an amount not to exceed \$174,375.56, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. - Better quality Roads, and functional, well maintained sewer collection system.

BACKGROUND: On April 23, 2013 at 2:30 p.m. bids were opened and read. A total of two (2) bids were received. The bid results are as follows:

	Asphalt Surface Mix (actual asphalt)	Asphalt Binder (before Asphalt is applied)	Asphalt UPM Coldmix (Potholes)
McLean County Asphalt	\$71.00	\$69.00	\$95.00
Stark Materials Co., Inc.	No Bid	No Bid	No Bid

These prices are the same price that McLean County Asphalt used for FY 2013.

The Streets and Sewers Division does street repairs for the City of Bloomington Water Department, Contractors and their own division for excavations resulting from Water Main repairs, Sewer repairs and Pavement failures, therefore requiring large amounts of Asphalt to be purchased throughout the fiscal year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on April 5, 2013. A total of two (2) bids were received.

FINANCIAL IMPACT: The FY 2014 General Fund Budget appropriated \$185,000 for the purchase of asphalt material in line item 10016120-71082. The total cost to purchase the material is \$174,375.56, which is \$10,624.44 below the amount of the appropriation. Stakeholders may locate this purchase in the FY 2014 General Fund Budget Document on Page #331.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by:

J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion: _____

Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Analysis of Bids for Concrete and Associated Delivery of Material for the Public Works Department's Streets and Sewers Division

RECOMMENDATION/MOTION: That the bid for Concrete and Material Delivery be awarded to Stark Materials, Co., Inc., Bloomington, IL for the remainder of FY 2014, in an amount not to exceed \$166,582.88, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. – Better quality roads, and functional, well maintained sewer collection system.

BACKGROUND: On April 23, 2013 at 2:30 p.m. bids were opened and read. A total of two (2) bids were received. The bid results are as follows:

	CONCRETE PV	CONCRETE SI	CONCRETE PP	CONCRETE PP4	CONCRETE CLSM	ADDITIVE CALSIUM CHLORIDE 2%	ADDITIVE SUPERPLAS- TIZER
McLean County Asphalt	\$88.20	\$88.20	\$191.45	\$110.00	\$55.00	\$2.43	\$11.50
Stark Materials Co., Inc.	\$82.00	\$82.00	\$90.00	\$85.00	\$52.00	\$6.00	\$5.00

The Streets and Sewers Division does street repairs for the City of Bloomington Water Department, Contractors and their own division for excavations resulting from Water Main repairs, Sewer repairs and Pavement failures, therefore requiring large amounts of Concrete to be purchased throughout the fiscal year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on April 5, 2013. A total of two (2) bids were received.

FINANCIAL IMPACT: The FY 2014 General Fund Budget appropriated \$173,644 for the purchase of concrete in line item 10016120-71081. The total cost to purchase the material is \$166,582.88, which is \$7,061.12 below the amount of the appropriation. Stakeholders may locate this purchase in the FY 2014 General Fund Budget Document on Page #331.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Analysis of Bids for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material for the Public Works Department's Streets and Sewers Division

RECOMMENDATION/MOTION: That the bid for Latex Traffic Paint and Glass Beads for Pavement Marking be awarded to Sherwin Williams, Bloomington, IL, for the remainder of FY 2014 in an amount not to exceed \$51,555, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. - Better quality Roads.

BACKGROUND: The Public Works Department's Streets and Sewers Division received permission to purchase a new self-propelled traffic line painting machine from E-Z Liner Industries at the March 26, 2012 City Council Meeting. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from 55 gallon drums. A bid specification was created which allows for the purchase of traffic line paint to be used not only with the new machine but also with the existing walk behind traffic line painting machines.

Bids received for FY 2013

On July 10, 2012 at 11:00 a.m. bids were opened and read. A total of five (5) bids were received. The five (5) bids are as follows:

Vendor	Traffic Line Paint and Beads
AllStates Coatings Company	\$42,794.90
Ennis Paint	\$61,644.185
Diamond Vogel Paints**	\$78,398.25
Sherwin Williams	\$89,177.35
Don Smith	No Bid

***Recommended*

The white and yellow high durability traffic line paint and glass beads for pavement marking provided by Diamond Vogel Paints, Bloomington, IL is recommended for the following reasons:

1. The paint specification provided by this vendor meets and/or exceeds the bid specification submitted by staff.
2. This bead specification provided by this vendor meets and/or exceeds the bid specification submitted by staff.
3. This is the lowest priced while meeting all of the bid specifications, without exception. The other vendors failed to include the addendum to the bid specification with their bid packet.

Bids received for FY 2014

On April 23, 2013 at 3:00 p.m. bids were opened and read. A total of three (3) bids were received. The three (3) bids are as follows:

Vendor	Traffic Line Paint and Beads
Diamond Vogel	\$62,705.50
Ennis Paint	\$57,800.50
Sherwin Williams	\$51,555.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on April 5, 2013. Three (3) bid packages were provided. A total of three (3) bids were received.

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$77,175 for purchase of traffic paint in line item 10016120-71096. The total cost to purchase the paint requested from the traffic line paint is \$51,555. There are sufficient budgeted funds on hand to pay for the traffic line paint. Stakeholders may locate this purchase in the FY 2014 General Fund Budget Document on Page #331.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Advertisements for the Bloomington Center for the Performing Arts (BCPA) in *The Pantagraph*

RECOMMENDATION/MOTION: That the advertising contract be approved, in the amount of \$38,000, the formal bid process be waived, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4 - Grow the Local Economy, Goal 5 - Great Place – Livable, Sustainable City, Goal 6 - Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 4.e. - Strong working relationship among the City, businesses, economic development organizations. Objective 5.d. – Appropriate leisure and recreational opportunities responding to the needs of residents. Objective 6.c. – Downtown becoming a community and regional destination.

BACKGROUND: The Parks, Recreation & Cultural Arts Department requests permission to waive the bidding process to allow for the purchasing of \$38,492.48 in advertisements to promote the programming of the BCPA in *The Pantagraph* of Bloomington, Illinois, from May 2013-April 2014. A waiver from the bidding process is requested as *The Pantagraph* is the only major daily newspaper publishing for a general audience in Bloomington-Normal. As such, *The Pantagraph* provides the only practical solution to promoting BCPA and Parks, Recreation and Cultural Arts Department events and activities in the printed media to a broad audience.

As a result of the annual contract the ads will be billed at a rate of \$37.11 per column inch daily and \$42.27 for Sunday, which is reduced from the standard rate of \$60.54 daily/\$68.83 Sunday. This reduced rate will be extended to other PR&CA Departments during the term of the contract. These rates are the same as rates for 2012-2013 and reflect a 38.7% discount from standard published rates.

As a media sponsor of the BCPA's 2013-14 season, the BCPA will receive additional promotion of its events, including an additional 48" of advertising for each of three sponsored shows, plus promotion of BCPA programs through online contests sponsored by *The Pantagraph*.

Staff respectfully requests the formal bidding process be waived to allow for these advertisements to be purchased. Funding for advertising will come from account 21101100-70610 of the Bloomington Center for the Performing Arts budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The BCPA Box Office requests information from patrons about where they heard about a show at each ticket transaction. Print media – primarily *The Pantagraph* – consistently ranks second on that list, only falling behind the BCPA's Season Brochure for effectiveness in reaching ticket-buyers.

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$285,405, including \$72,000 in direct advertising and \$213,505 in in-kind advertising for advertising BCPA-sponsored events, in line item 10014125-70610-20000. The purpose of this \$38,492.48 contract is to assist the BCPA to attract audiences to its main stage and outdoor concert events throughout the year. Note this expenditure is only a portion of the total budget. The cost of this service will be offset by revenue generated from ticket sales and is further offset through in-kind trades and sponsorships.

With the incorporation of the BCPA Fund into the General Fund in FY 2014, stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on page #409.

Respectfully submitted for Council consideration.

Prepared by: Joel Aalberts, Performing Arts Manager

Reviewed by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

THE PANTAGRAPH

The Pantagraph Media Sponsorship for the Bloomington Center for the Performing Arts

5/1/2013 – 4/30/2014

The Pantagraph enters into a sponsorship agreement with the BCPA on the condition that BCPA sign a contractual agreement for \$38,000. In the event BCPA does not fulfill this contract, the sponsorship agreement is null and void and any advertising used under this agreement will be billed at \$37.11 pci daily and \$42.27 pci Sunday.

The Pantagraph will be a media sponsor for the Bloomington Center for the Performing Arts . This sponsorship will include the following within Pantagraph Publishing Co. products and will cost the Bloomington Center for the Performing Arts (BCPA) \$20/month:

- \$8,500 worth of Pantagraph print advertising (each ad will be tagged as “Sponsored by The Pantagraph”) valued at open rate of \$60.54 daily and \$68.83 Sunday (approximately 130”)
- Sponsorship of 3 shows to be mutually agreed upon which The Pantagraph will provide an additional 48” of advertising per each show
- Online ticket contests sponsored by The Pantagraph or pantagraph.com for each event at the BCPA to garner email addresses to be shared by The Pantagraph and the BCPA

As a Media Sponsor, The Pantagraph will be entitled to the following:

- 6 tickets to each main stage show pending contractual availability and 6 tickets to each CAFÉ BCPA show and an additional four tickets to each of the three sponsored shows. (\$200)
- Ability to utilize BCPA email blast to push out Pantagraph offers once per quarter (4 times total) pending City of Bloomington approval of content.

Agreed: _____ (client)

Agreed: _____ (newspaper)

By: _____

By: _____

Date: _____

Date: _____



Pantagraph Publishing

ADVERTISING AGREEMENT

THIS AGREEMENT is made as of _____, 2013 between Pantagraph Publishing Company, a subsidiary of Lee Enterprises, Incorporated, the "Publisher", and Bloomington Center for the Performing Arts, the "Advertiser".

TERM. The term of this Agreement will begin on August 1, 2013 and end on, July 31, 2014. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 12 on the reverse side of this Agreement.

VOLUME AGREEMENT. The Advertiser will purchase at least **\$ 38,000** of total paid advertising before the end of the term.

Retail Advertising: \$38,000

Frequency: at will

Per column inch rates:

Sunday: \$42.27 pci

Daily: \$37.11 pci

***Above rates do not include full color**

Online add-on rates for stand alone ads:

\$10 CPM for run of site (ROS)

\$15 CPM for fixed position

\$20 CPM for Home page

(CPM=Cost per thousand)

Flights: \$91.72 pci + \$2 pci for full color

Flights include online banner ad, 1K ROS impressions per print inch purchased

All advertising dollars invested in the Publisher's advertising products, including Retail and Classified advertising, preprinted inserts, On-line products and other packages apply toward fulfillment of this volume agreement by Advertiser. Commercial printing and subscriptions are excluded.

OTHER TERMS AND CONDITIONS. See reverse side of this Agreement.

Publisher and Advertiser have read and agree to the terms and conditions of this Agreement including those outlined on the reverse side.

ADVERTISER:

By _____

City of Blm/Blm Cultural District
Company Name ☐ Partnership ☐ Corporation ☐ Individual

Print Name/Title _____

Billing Address PO Box 3157

Bloomington, IL 61702-3157

Local Address _____

Account Numbers 51655

PANTAGRAPH PUBLISHING COMPANY:

By _____

Pantagraph Publishing
Division Name

Bernard Beoletto, Advertising Manager
Print Name/Title

Address 301 W. Washington St.
Bloomington, IL 61701

Salesperson Michelle Wojcik

New ☐ Renew ☒

Publisher _____

ADVERTISING AGENCY (if applicable):

(Jointly and Severally Responsible - see Sections 5 & 7)

By _____

Company Name ☐ Partnership ☐ Corporation ☐ Individual

Print Name/Title _____

Address _____

1. **Rates.** All advertising purchased will be at the rates and on the terms indicated on the Publisher's current rate cards, as revised from time to time. Rates apply to advertising space relating to the business operated by the Advertiser. Rates cannot be used directly or indirectly to cover the advertising of any product for which the Advertiser may be a distributor. The space contracted for will not be sublet to others, nor used for other purposes than contemplated by this Agreement. The rate cards are made a part of this Agreement. The advertising rates and terms on the rate cards will control if there is a conflict or inconsistency between a rate card and this Agreement.
- The Publisher may, in its discretion, from time to time, increase the rates listed on any rate card or change its advertising terms. The Publisher will inform the Advertiser of any increase in rates or change in terms prior to the effective date of the increase or change. If the rates are increased or terms changed, the Advertiser may cancel the remainder of the term of this Agreement, as of the date the new rates or changes become effective, without liability for failure to meet the Volume Agreement on reverse side. The Advertiser must notify the Publisher in writing if the Advertiser decides to cancel the remaining term of this Agreement because of increases or changes. If the Advertiser fails to provide such written notice, the Advertiser agrees to be bound by the new rates and terms, which will become a part of this Agreement and become effective on the date set forth in the Publisher's notice.
2. **Fulfillment of Volume.** If, at the end of the term of this Agreement, the Advertiser has purchased and paid for less advertising than the Volume Agreement on the reverse side (or such prorated amount if the Agreement is terminated prior to the end of the term), the Publisher will calculate the difference between the rate earned based on the Advertiser's actual volume during the term and the rate granted based on the Volume Agreement. Advertiser agrees to promptly pay the Publisher this difference for all advertising published or distributed. Cancellations, changes of insertion dates and/or corrections must conform with published deadlines. Any adjustments or credits applied to Advertiser's bill will not reduce the Volume Agreement.
3. **Payment.** The Advertiser will make payment to the Publisher within the time period indicated on the Publisher's invoice. Failure to receive tear sheets or coop reimbursement will not be considered reason to delay payment beyond the required due date. In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay the Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees.
4. **Termination.** The Publisher may reject an advertising order and/or immediately terminate this Agreement, upon notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment by the date specified in the Publisher's invoice or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of the Publisher, the credit of the Advertiser is or may be impaired. If this Agreement is terminated for any of these reasons, Advertiser will nevertheless remain liable for the entire Volume Agreement on the reverse side. The Publisher will calculate, as provided in Section 2, the balance remaining on the Volume Agreement, add that balance to the amounts owing for advertising published, whether billed or unbilled, and send an invoice to Advertiser, which Advertiser agrees to promptly pay.
5. **Indemnification.** The Advertiser and/or the advertising agency signatory to this Agreement agrees to hold the Publisher harmless and indemnify the Publisher from all claims, suits, damages costs and expenses of any nature whatsoever, including attorney's fees and court costs, for which the Publisher may become liable by reason of its distribution or publication of Advertiser's promotions or advertising, including but not limited to claims or suits alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based on the content of Advertiser's promotions or advertising, including illustrations, text, claims, etc.
6. **Production Errors.** The Advertiser may not claim a breach, terminate or cancel this Agreement if there are typographical errors, incorrect insertions or omissions in advertising published or distributed or a failure to publish, insert or distribute any advertising or promotions. The Publisher agrees to run corrective advertisement for that portion of the first insertion which may have been rendered valueless by such typographical errors, incorrect insertion or omission of copy, unless such error arose after the advertisement had been set and proofed or otherwise confirmed by the Advertiser or the advertisement was submitted after deadline. The Publisher will not be liable to Advertiser for any loss or damage that results from a typographical error, incorrect insertion or omission or failure to insert, distribute or publish any advertising. A request for a credit letter and any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after publication. Credit for errors will not exceed the cost of the space occupied by such error. On multiple insertions, credit for errors will not be given after the first insertion. If there are disputes or discrepancies with published or distributed advertising, the Advertiser may, prior to final resolution, deduct only the amount in question from the charge and pay the balance.
7. **Advertising Agencies.** An advertising agency who places advertisements and receives statements for its customer is acting as an agent for the Advertiser. The Advertiser remains responsible for payment of account balances, signing of contracts and for all other liabilities. Advertiser is deemed to have received refund payments, notices, and other documents when received by its agent. Agency commission, if any, is offered to recognize advertising agencies that will assume financial responsibility for all advertising placed by the agency. Agency commission, if any, will apply to all charges and adjustments under this Agreement. If the Advertiser uses an agency, the Advertiser and the agency agree to be jointly and severally liable for any payment or amount required to be paid to the Publisher in this Agreement and for failure to comply with the terms of this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and suspended by this Agreement. Local rates are non-commissionable.
8. **Ownership.** All advertising copy which represents the creative effort of the Publisher and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Publisher, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other newspaper or other advertising medium not owned by the Publisher, without the express written consent of the Publisher.
9. **Taxes.** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising, these taxes will be assumed and paid by the Advertiser.
10. **Brokered Advertising.** The Publisher does not accept local brokered advertising.
11. **Advertising Content.** The Publisher may, in its sole discretion, edit, alter, omit, reject or cancel at any time any of Advertiser's promotions or advertising. All advertising positions are at the option of the Publisher, unless a position is purchased by the Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of this Agreement.
12. **Excusable Delays.** The Publisher will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers, failure or delay of common or private carriers, the elements, flooding, power outages or interruptions or acts of God. The Publisher's inability or failure to perform will not constitute a breach of this Agreement. Performance by the Publisher of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than thirty (30) days.
13. **No Waiver.** The Publisher's failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of the Publisher's rights under this Agreement on one or more occasions will not result in a waiver or loss of the Publisher's right to require future performance of these terms and conditions or to exercise its rights in the future.
14. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement and the Publisher's current rate cards constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing signed by both parties. This Agreement may not be assigned by Advertiser without the prior written consent of the Publisher, which will not be unreasonably withheld. Each representative of a party signing this Agreement is fully authorized to legally bind the party. This Agreement will be governed by the state law where the Publisher is doing business under the above name.

THE PANTAGRAPH

Advertising Schedule for Bloomington Cultural District - Acct #60082545

<u>Event</u>	<u>Pantagraph Run Dates</u>	<u>Size (all full color)</u>	<u>Cost</u>
Bruegala: Red Wanting Blue (8/23)	8/15, 8/16, 8/18	2x8	\$1,595.52
Bruegala: David Mayfield Parade (8/24)	8/16, 8/18, 8/22	2x8	\$1,595.52
Good Lovelies (9/9)??	9/1, 9/5, 9/6	2x8	\$1,595.52
Gaelic Storm (10/4)	9/26, 9/27, 9/29	2x8	\$1,595.52
The Second City (10/5)	9/29, 10/3, 10/4	2x8	\$1,595.52
Disney's Beauty and the Beast (10/16)	10/3, 10/4 & 10/6	2x8	\$1,595.52
Iris Dement (10/26)	10/17, 10/18, 10/20	2x8	\$1,595.52
David Sedaris (11/6)	10/27, 10/31, 11/1	2x8	\$1,595.52
Dr. John and the Nite Trippers (11/9)	11/1, 11/3, 11/7	2x8	\$1,595.52
Doc Severinsen & His Big Band (11/16)	11/10, 11/14, 11/15	2x8	\$1,595.52
Jazz at Lincoln Orchestra with Wynton Marsalis (12/5)	11/24, 11/28, 11/29	2x8	\$1,595.52
An Old English Christmas with Herman's Hermits (12/19)	12/8, 12/12, 12/13	2x8	\$1,595.52
Rave On: The Buddy holly Experience (1/11)	12/29, 1/2, 1/4	2x8	\$1,595.52
Hello, Dolly! Starring Sally Struthers (1/21)	1/9, 1/10, 1/12	2x8	\$1,595.52
Dirty Dozen Brass Band (1/24)	1/12, 1/16, 1/17	2x8	\$1,595.52
Hubbard Street 2 (2/1)	1/23, 1/24, 1/26	2x8	\$1,595.52
Celtic Nights (2/20)	2/6, 2/7, 2/9	2x8	\$1,595.52
Lisa Loeb (4/25)	4/13, 4/17, 4/18	2x8	\$1,595.52
Church Basement Ladies 4 (4/29)	4/19, 4/20, 4/24	2x8	\$1,595.52
			\$30,314.88
Sponsored local news sliding billboard for show of choice (date to mutually agreed upon)			\$300.00
The Official Blues Brothers Revue (2/6)**	1/26, 1/30, 2/2	2x7	\$2,774.80
Wayne Brady (9/13)**	9/5, 9/8, 9/12	2x7	\$2,658.74
Fancy Nancy the Musical (5/4)**	4/20, 4/24, 4/27	2x7	\$2,774.80
** Indicates sponsored ads			
Total Sponsored Advertising			\$8,508.34

Additional branding flights or filler flights for added shows

Dates TBD	2x8	\$1,595.52
		\$1,595.52
		\$1,595.52
		\$1,595.52
		\$1,595.52
		\$7,977.60

Monthly sponsorship charge (\$20 per month)

	\$200
Total Paid Advertising:	\$38,492.48

For City of Blm/Blm Cultural District

Date

For The Pantagraph

Date



FOR COUNCIL: June 10, 2013

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts

RECOMMENDATION: That the contract with Steven Barclay Agency, be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK:Goal 4 - Grow the Local Economy; Goal 5 - Great Place – Livable, Sustainable City; Goal 6 - Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 4.e. - Strong working relationship among the City, businesses, economic development organizations; Objective 5.d. – Appropriate leisure and recreational opportunities responding to the needs of residents; Objective 6.c. – Downtown becoming a community and regional destination.

BACKGROUND: Staff respectfully requests approval of contract to engage persons and/or groups represented by: Steven Barclay Agency to perform entertainment services in the Bloomington Center for the Performing Arts. Contract expenses for the contract will be \$35,000.00. The contract price covers the artist fees for the performance coming to the BCPA in November, 2013. For proprietary and competitive advantage reasons we do not mention the acts by name in the staff back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of these artists was coordinated with the Cultural Commission and the BCPA's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the Bloomington Center for the Performing Arts.

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$511,300 in line item 10014125-70218-20000. The purpose of this \$35,000 contract is to engage persons and/or groups represented by: Steven Barclay Agency to perform entertainment services in the Bloomington Center for the Performing Arts. Note this is only a portion of the total budget. The cost of this service will be offset by revenue generated from ticket sales, grants, playbills, concessions, and corporate advertisement and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging. With the incorporation of the BCPA Fund into the General Fund in FY 2014, stakeholders may locate this purchase in the FY 2013 General Fund Budget Document.

Respectfully submitted for Council consideration.

Prepared by: Joel Aalberts, Performing Arts Manager

Reviewed by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: June 10, 2013

SUBJECT: Ratification of a cable television franchise agreement with iTV-3.

RECOMMENDATION/MOTION: That the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents. The franchise agreement will add more alternatives to City residents who desire to watch television but do not want to subscribe to satellite services or use antennas.

BACKGROUND: iTV-3 Inc. which currently has cable television franchises with Pekin, Morton and East Peoria, has requested a cable television franchise with the City of Bloomington, which is being presented to you tonight for your consideration. iTV-3 does not have a franchise agreement with the Town of Normal, but iTV-3 officials have informed the City that after an agreement with Bloomington is approved it will approach Normal in the future regarding a franchise agreement.

Cable television companies enter into agreements with municipalities which permit the cable companies to use the city rights-of-way for their cables in return for payments to the City for that privilege. Although they are referred to as “franchise” agreements, the term is somewhat misleading because the cable company does not receive a promise from the City that they will be the only cable company permitted to operate in the City. Any company such as iTV3 which desires to “overbuild” (that is, to install their own equipment in the City right-of-way) would be entitled to operate in the City provided that it enters into a similar agreement. In this regard, a “cable franchise” agreement is more comparable to a rental agreement for the use of city right-of-way.

As the cable television industry has grown and consolidated over the last fifty years, both the federal and Illinois governments have placed restrictions on the ability of municipalities to regulate cable companies. The Telecommunications Act of 1996 (Title 47 United States Code Sections 521 *et seq.*) eliminated the ability of municipalities to regulate rates which may be charged for any tier of service above the “basic tier”. Even the rates charged for the *basic* tier of service may be regulated only if there is a lack of competition in the municipality (meaning that the cable company controls at least 85% of the market) and if the cable company’s rates for basic tier service exceed the federal “benchmark” rate for that level of service (since the passage of the 1996 law, the basic tier rate for the existing cable TV provider (Comcast) has not exceeded the federal benchmark). Finally, federal law does not permit a municipality to require a cable company to pay more than 5% of gross revenues received from customers in the municipality for the permission to use the City right of way. The agreement before you tonight requires iTV-3 to pay 5% of gross revenues in return for the franchise.

In 2007 and 2008, the Illinois General Assembly passed legislation which permits cable companies to bypass municipalities entirely and to obtain a franchise agreement from the Illinois Commerce Commission (these laws are found in articles 21 and 22 of 220 ILCS 5, the Public

Utilities Act¹). The purpose of the state legislation was to encourage competition by permitting cable companies to go to one place for franchise agreements rather than having to go to dozens or hundreds of municipalities.

iTV3 representatives have told City staff that they desire to enter into a local franchise agreement with the City. The agreement before you tonight is a virtual duplicate of the City's current franchise agreement with Comcast.

The agreement requires iTV3 to broadcast, without charge, programs made available to it by the City of Bloomington as well as educational institutions and City residents or organizations. It does not require iTV3 to produce such programs for free. When no programming has been offered by the City, an educational institution or a City resident or organization, iTV3 is permitted to broadcast other content on the channel.

The Agreement provides that iTV3 will provide complimentary basic cable service and a free standard installation at one outlet to municipal buildings within 125 feet of iTV3's distribution cable; similar provisions apply to state accredited K-12 public and private schools, excluding home schools. The Agreement also requires iTV3 to provide and maintain an "Emergency Alert System" consistent with state and federal standards.

The term of the agreement is for 5 years. At the conclusion of that term, iTV-3 would either need to negotiate a new franchise agreement with the City or obtain a permit from the Illinois Commerce Commission.

iTV-3 will also be providing telecommunications services (i.e., telephone service) to consumers by use of the fiber optic lines it is installing in the City right-of-way. Pursuant to Section 35 of the Telecommunications Municipal Infrastructure Maintenance Fee Act (35 ILCS 635/1 *et seq.*), the City is prohibited from imposing franchise or other fees upon or require other compensation from telecommunications retailers for use of the public way. However, the City is permitted to tax telecommunications services purchased at retail from a retailer pursuant to its Telecommunications Tax (2.5% of the gross charge for such service).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The amount received as compensation is consistent with previous cable TV franchise agreements and is the maximum permitted by federal law in the absence of specific findings of fact by the City showing the costs to the City of administering the franchise agreement justify a higher amount.

Respectfully submitted for Council consideration.

Prepared by: J. Todd Greenburg, Corporation Counsel

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

¹ The Cable and Video Competition Law of 2007 and the Cable and Video Customer Protection Law.

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF BLOOMINGTON
And
iTV-3, Inc.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Bloomington, Illinois (hereinafter, the “City”) and iTV-3, Inc.(hereinafter, “Grantee”) this 13th day of May, 2013 (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier

which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio. LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the

“Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Red. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the City.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

“City” means the City of Bloomington, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes,

pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be Twenty (20) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee – regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.3. Pursuant and in addition to Title/Chapter 38 of the City of Bloomington Municipal Code, during the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the City, provided that Grantee shall have timely made all payments to the City pursuant to Section 5.1 of this Franchise Agreement.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title/Chapter 38, entitled “Streets, Sidewalks And Other Public Ways,” of the City of Bloomington Municipal Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Improvements of Public Way. The Grantee agrees that it shall, upon reasonable notice by the City and at the Grantee’s own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the City because of public health, safety and welfare improvements as deemed necessary by the City. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee’s relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.5. The Grantee shall not be required to relocate its facilities unless it has been afforded at least ninety (90)days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where a minimum of 15 households have requested service within 1200 feet of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, or technical equivalent as amended from time to time.

4.3. New/Planned Developments. The City shall provide the Grantee with written notice of the issuance of building permits within the Franchise Area for projects requiring undergrounding of cable facilities. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's rights-of-way. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches. The City shall also provide the Grantee with summaries of all planned developments in the City at the same time as provided to all utilities or other like occupants of the City's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Annexations. The City shall notify the Grantee of all annexations by the City; and of any and all planned developments in areas expected to be annexed at the same time the City informs utilities or other like occupants of the City's rights-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of actual and planned annexations, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise. The parties agree that Grantee's Franchise and Franchise Fee obligations with respect to annexations are as set forth in the Counties Code – 55 ILCS 5/5-1095(a) – as amended from time to time; and that the period for which franchise fees shall continue to be paid to the county shall commence on the later of the date on which the Grantee was informed of the annexation or the actual date on which the annexation occurred. The City shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the

Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. Service to School Buildings. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public and private schools not including “home schools,” located in the Franchise Area within one hundred twenty five feet (125) of the Grantee’s distribution cable.

4.5.2. Service to Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee’s distribution cable. “Municipal buildings” are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as

quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the City pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the City, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the City approves the amendment by ordinance; and (d) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2 Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The City and/or its designee may be required to execute a non-disclosure agreement with the Grantee prior to inspection of the Grantee’s financial records. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with 65 ILCS 5/11-42-11.05.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes

of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Grantee shall notify the City of any change in ownership of the Cable System within 30 days of any transfer of ownership totaling more than 51% of the Cable System. . iTV-3, Inc..

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and one million dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee may meet the insurance minimum amounts through direct or umbrella coverage which meets or exceeds the total minimum insurance levels for all types of insurance. The Grantee shall provide workers’ compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee’s construction, operation, maintenance or removal of the Cable System, including, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within ten (10) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity The Grantee shall provide capacity for the City's Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes two Channels which are time shared with the Town of Normal. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel(s) may be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over channel(s) by designating it for PEG use. However, the PEG channel(s) are, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel(s) among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the PEG Channel(s) except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from Schools and/or City facilities; or at such time that the City determines that it wants to change or upgrade a location from which PEG access programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of

previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

a. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

b. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that

is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

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

ATTN: Mayor Tari Renner

To the Grantee:

iTV-3, Inc.
331 Fulton St, Suite 300
Peoria, Illinois 61602

ATTN: Levi Dinkla

With a copy to:

Craig Hartner
2500 Lehigh Ave
Glenview, IL 60026

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance

adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Bloomington:

By: _____

Name: _____

Title: _____

Date: _____

ForiTV-3, Inc:

By: _____

Name: _____

Title: _____

Date: _____



FOR COUNCIL: June 10, 2013

SUBJECT: Analysis of Request for Proposal for Street Sign Inventory and Work Order/Asset Management System

RECOMMENDATION/MOTION: That RFP#2013-10 for Street Sign Inventory be awarded to Cloudpoint Geographics, of Roanoke, IL, in the amount of \$100,000, and the Purchasing Agent be authorized to issue a Purchase Order and the Budget Amendment Ordinance be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.d. - By purchasing these services, it allows the City's existing sign inventory to be updated in order to maintain compliance with the national Manual on Uniform Traffic Control Devices (MUTCD) and for the sign inventory to become a layer in the Geographic Information System (GIS).

BACKGROUND: The national Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration (FHWA) requires agencies to maintain roadway signs to certain minimum standards including retro-reflectivity. As signs age in the field they fade and become less reflective making them difficult to see at night.

In the current MUTCD, there are requirements that agencies establish a method to identify deficient signs and replace them. The MUTCD states, "Implementation and continued use of an assessment or management method that is designed to maintain regulatory and warning traffic sign retro-reflectivity at or above the established minimum levels." One of the more popular established methods involves maintaining an accurate sign inventory and replacing deficient signs based on date installed. Another accepted method involves using a person 60 years of age or older to drive the streets at night to identify signs that need replacement. The most difficult and costly method involves using a retro-reflectometer to measure the retro-reflectivity at several locations on each and every sign in the field.

The City has an existing sign inventory that was started in 1988 and was used to obtain two state grants to replace deficient signs in the 1990's and early 2000's. There is a need to update this inventory and establish a more efficient system to maintain the inventory in order to maintain compliance with the MUTCD.

There is also a need to collect the information in such a way that it can integrate into the MUNIS inventory and asset management system as well as MUNIS work order system. These MUNIS modules are scheduled for implementation in the future.

The City received seven responses to this RFP which was due at 2:30 PM on March 21, 2013.

Company	Base Proposal
3M Company Roadway Maintenance Services, Traffic Safety & Security	\$132,741.00
Baxter Woodman Consulting Engineers	\$375,000.00
Cannon Group	\$299,840.00
Cloud Point Geographics	\$109,840.00
Data Transfer Solutions, LLC	\$92,956.00
Hanson Professional Services Inc.	\$294,750.00
Schnieder	\$256,400.00

After careful evaluation of the submittals, the selection team decided on Cloud Point Geographics out of Roanoke, Illinois as the best fit for the City's needs. A significant factor behind this choice was the fact Cloud Point Geographics indicated that they will work with Tyler Technologies representatives to implement a workflow based on ESRI's ArcGIS and MUNIS Maplink/Work Order software system which is the City's Tyler MUNIS Enterprise Resource Planning System, while the lowest bidder Data Transfer Solutions; LLC did not state this capability. The selection team included City staff from Public Works and Information Services. RFP's were based on collecting data for 25,000 signs. The current sign inventory has 22,500 signs.

The City's policy has been to replace signs on a wear out basis. When a sign displays significant wear, a City crew will replace this sign with a MUTCD compliant signs. Furthermore, any sign which is knocked down will be replaced with MUTCD compliant sign. In FY 2013, the Streets & Sewer Division replaced approximately 1,500 signs. The FY 2013 budget appropriated approximately \$73,000 for various types of sign replacement, while the actual cost incurred was approximately \$90,000. In FY 2014, to address the heightened need for sign replacement the City has appropriated approximately \$170,000 which is a 132% increase from FY 2014. As the City progresses into future budgetary years, the City will continue to aggressively replace signs in accordance to the budgetary allocation. Although staff does not anticipate significant future increases, staff does not expect the funds appropriated for sign replacement to decrease in the immediate future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$100,000 for this project in line item 10016210-70690; however, due to the timing of the issuance of the RFP, staff was unable to complete the selection of a vendor before the end of FY 2013. Thus, these funds were **not** spent and/or encumbered in FY 2013; therefore, a budget amendment to re-appropriate these funds in FY 2014 is required. Staff has completed the RFP process and selected Cloud Point Geographic to provide a Street Sign Inventory and Work Order/Asset Management System. Although the total cost of the Cloud Point Geographic proposal exceeds the budget, staff will ensure the overall project expenses will not exceed \$100,000. Staff has incorporated a budget amendment into the memo to purchase this system in the FY 2014. Stakeholders may locate this line item in the Street Maintenance Budget in the FY 2014 General Fund Budget Document on Page #330.

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Budget Amendment Ordinance
Attachment 2. Budget Amendment Financials
Attachment 3. RFP Ranking
Attachment 4. Retroreflectivity Requirements Flyer

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

ORDINANCE NO. 2013 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 10th day of June, 2013.

APPROVED the ____th day of June, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit #1

Account Code	Fund	Account Name	Revised Budget	Description
10016210-70690	General Fund	Other Purchased Services	(\$100,000.00)	To purchase sign inventory system from Cloud Point Geographics
1001-32100	General Fund	Fund Balance	\$100,000.00	To purchase sign inventory system from residual funds not appropriated in FY 2013
Overall Impact on City Budget:			\$0.00	

RFP 2013-10

**STREET SIGN INVENTORY and
WORK ORDER/ASSET MANAGEMENT SYSTEMS (WOAMS)**

Evaluation

		Company (see below)							
		Max Points	A	B	C	D	E	F	G
1	Qualifications and experience for the specific scope of services	50	48	45	30	48	48	45	35
2	Cost proposal based on the contract description	5	5	4	2	5	4	3	3
3	Compliance with requirements of this RFP (40 points)	40	38	30	25	30	35	30	30
4	References provided	5	5	4	3	5	5	5	5
TOTAL		100	96	83	60	88	92	83	73

Details

Mobile Data Capture	Y	O	N	Y	Y	N	Y	N	Y
Handheld Data Capture	O	Y	Y	N	O	Y	O	Y	O
Accuracy in meters	1	1	U	1	1	1	1	0.5	1
Barcode	O	O	Y	O	O	O	O	Y	O
Sign Photo	Y	O	Y	Y	Y	Y	Y	Y	Y
ESRI GIS data layer	Y	Y	Y	Y	Y	Y	Y	Y	Y
Data Collection cost per sign	\$3.50	\$10.26	\$0.77	\$2.35	I	I	I	I	\$8.53
Reconcile with existing database	N	N	N	N	N	N	N	N	Y
MUTCD compliance per sign	N	O	N	Y	Y	Y	Y	Y	\$1.64
Retroreflectivity per sign	N	N	N	N	Y	Y	Y	Y	O
WOAMS per sign	I	I	I	I	I	I	I	I	\$1.62
MUNIS integration	Y	~I	Y	N	Y	Y	Y	N	O
Overall Price Per Sign	\$4.39	\$10.26	\$11.99	\$3.72	\$5.31	\$15.00	\$11.79		

Y = Yes
N = No
O = Optional
I = Included
U = Unspecified

Note: E & F include night time evaluation

Company	Address	City	State	Zip	Phone	Base Proposal	
						Price	Comments
A Cloudpoint Geographics	PO Box 1017 415 N Main St	Roanoke	IL	61561	877-377-8124	\$109,840.00	Camcode Barcodes - Motorola Readers
B Schnieder	8901 Otis Ave	Indianapolis	IN	46216	866-973-7100	\$256,400.00	Beacon software solution
C Cannon Group	708 N Wells St	Chicago	IL	60654	312-635-0900	\$299,840.00	GoMaps software iPad minis
D Data Transfer Solutions, LLC	3680 Avalon Park Blvd, Ste 200	Orlando	FL	32828	407-382-5222	\$92,956.00	VUEWorks web-based asset mgmt partner with Shive-
E 3M Company Roadway Maintenance Services, Traffic Safety & Sec	3M Center Bldg 235-3A-09	St Paul	MN	55144	800-553-1380 #3	\$132,741.00	ArcPad \$144,478 3M web service
F Baxter Woodman Consulting Engineers	8840 West 192nd Street	Mokena	IL	60448	708-478-2090	\$375,000.00	
G Hanson Professional Services Inc	7625 N University St, Ste 200	Peoria	IL	61614	309-691-1327	\$294,750.00	



NEW MUTCD SIGN



RETROREFLECTIVITY REQUIREMENTS

Maintaining Traffic Sign Retroreflectivity

FHWA-SA-07-020

Traffic signs provide important information to drivers at all times, both day and night. To be effective, their visibility must be maintained. The 2003 *Manual on Uniform Traffic Control Devices* (MUTCD) addresses sign visibility in several places, including Sections 1A.03, 1A.04, 1A.05, 2A.06, 2A.08, and 2A.22. These sections address factors such as uniformity, design, placement, operation, and maintenance. Previously, the MUTCD did not specify minimum retroreflectivity levels.

The second revision of the 2003 MUTCD introduces new language establishing minimum retroreflectivity levels that must be maintained for traffic signs.

Agencies have until January 2012, to establish and implement a sign assessment or management method to maintain minimum levels of sign retroreflectivity.

The compliance date for regulatory, warning, and ground-mounted guide signs is January 2015. For overhead guide signs and street name signs, the compliance date is January 2018. The new MUTCD language is shown on page 2 and 3 of this document.

The new standard in Section 2A.09 requires that agencies maintain traffic signs to a minimum level of retroreflectivity outlined in Table 2A-3 of the MUTCD. The Federal Highway Administration (FHWA) believes that this proposed change will promote safety while providing sufficient flexibility for agencies to choose a maintenance method that best matches their specific conditions.

Including Table 2A-3 in the MUTCD does not imply that an agency must measure the retroreflectivity of every sign. Rather, the new MUTCD language describes five methods that agencies can use to maintain traffic sign retroreflectivity at or above the minimum levels. Agencies can choose from these methods or combine them. Agencies are allowed to develop other appropriate methods based on engineering studies. However, agencies should adopt a consistent method that produces results that correspond to the values in Table 2A-3.

The new MUTCD language recognizes that there may be some

individual signs that do not meet the minimum retroreflectivity levels at a particular point in time. As long as the agency with jurisdiction is maintaining signs in accordance with Section 2A.09 of the MUTCD, the agency will be considered to be in compliance. This document describes methods that can be used to maintain sign retroreflectivity at or above the MUTCD's minimum maintained retroreflectivity levels.

RETROREFLECTIVITY MAINTENANCE

The MUTCD describes two basic types of methods that agencies can use to maintain sign retroreflectivity at or above the MUTCD minimum maintained retroreflectivity levels — assessment methods and management methods. The FHWA has identified and listed assessment and management methods for maintaining sign retroreflectivity in accordance with Section 2A.09. These methods are described on page four. A full report on these methods can be found at www.fhwa.dot.gov/retro.

New MUTCD Minimum Retroreflectivity Compliance Periods

- Four years for implementation and continued use of an assessment or management method that is designed to maintain traffic sign retroreflectivity at or above the established minimum levels;
- Seven years for replacement of regulatory, warning, and ground-mounted guide (except street name) signs that are identified using the assessment or management methods as failing to meet the established minimum levels; and
- Ten years for replacement of street name signs and overhead guide signs that are identified using the assessment or management method as failing to meet the established minimum levels.

New MUTCD Section 2A.09 Maintaining Minimum Retroreflectivity

Support:

Retroreflectivity is one of several factors associated with maintaining nighttime sign visibility (see Section 2A.22).

Standard:

Public agencies or officials having jurisdiction shall use an assessment or management method that is designed to maintain sign retroreflectivity at or above the minimum levels in Table 2A-3.

Support:

Compliance with the above Standard is achieved by having a method in place and using the method to maintain the minimum levels established in Table 2A-3. Provided that an assessment or management method is being used, an agency or official having jurisdiction would be in compliance with the above Standard even if there are some individual signs that do not meet the minimum retroreflectivity levels at a particular point in time.

Guidance:

Except for those signs specifically identified in the Option portion of this Section, one or more of the following assessment or management methods should be used to maintain sign retroreflectivity:

- Visual Nighttime Inspection** – The retroreflectivity of an existing sign is assessed by a trained sign inspector conducting a visual inspection from a moving vehicle during nighttime conditions. Signs that are visually identified by the inspector to have retroreflectivity below the minimum levels should be replaced.
- Measured Sign Retroreflectivity** – Retroreflectivity is measured using a retroreflectometer. Signs with retroreflectivity below the minimum levels should be replaced.
- Expected Sign Life** – When signs are installed, the installation date is labeled or recorded so that the age of a sign is known. The age of the sign is compared to the expected sign life. The expected sign life is based on the experience of sign retroreflectivity degradation in a geographic area compared to the minimum levels. Signs older than the expected life should be replaced.

- Blanket Replacement** – All signs in an area/corridor, or of a given type, should be replaced at specified intervals. This eliminates the need to assess retroreflectivity or track the life of individual signs. The replacement interval is based on the expected sign life, compared to the minimum levels, for the shortest-life material used on the affected signs.
- Control Signs** – Replacement of signs in the field is based on the performance of a sample of control signs. The control signs might be a small sample located in a maintenance yard or a sample of signs in the field. The control signs are monitored to determine the end of retroreflective life for the associated signs. All field signs represented by the control sample should be replaced before the retroreflectivity levels of the control sample reach the minimum levels.
- Other Methods** – Other methods developed based on engineering studies can be used.

Support:

Additional information about these methods is contained in the 2007 Edition of FHWA's "Maintaining Traffic Sign Retroreflectivity" (see Section 1A.11).

Option:

Highway agencies may exclude the following signs from the retroreflectivity maintenance guidelines described in this Section:

- Parking, Standing, and Stopping signs (R7 and R8 series)
- Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R10-4b)
- Adopt-A-Highway signs
- All signs with blue or brown backgrounds
- Bikeway signs that are intended for exclusive use by bicyclists or pedestrians

New MUTCD Table 2A-3. Minimum Maintained Retroreflectivity Levels ①

SIGN COLOR	SHEETING TYPE (ASTM D4956-04)				ADDITIONAL CRITERIA
	Beaded Sheeting			Prismatic Sheeting	
	I	II	III	III, IV, VI, VII, VIII, IX, X	
White on Green	W*; G ≥ 7	W*; G ≥ 15	W*; G ≥ 25	W ≥ 250; G ≥ 25	Overhead
	W*; G ≥ 7	W ≥ 120; G ≥ 15			Ground-mounted
Black on Yellow or Black on Orange	Y*; O*	Y ≥ 50; O ≥ 50			②
	Y*; O*	Y ≥ 75; O ≥ 75			③
White on Red	W ≥ 35; R ≥ 7				④
Black on White	W ≥ 50				—

① The minimum maintained retroreflectivity levels shown in this table are in units of cd/lx/m² measured at an observation angle of 0.2° and an entrance angle of -4.0°.

② For text and fine symbol signs measuring at least 1200 mm (48 in) and for all sizes of bold symbol signs

③ For text and fine symbol signs measuring less than 1200 mm (48 in)

④ Minimum Sign Contrast Ratio ≥ 3:1 (white retroreflectivity ÷ red retroreflectivity)

* This sheeting type should not be used for this color for this application.

BOLD SYMBOL SIGNS

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • W1-1, -2 – Turn and Curve • W1-3, -4 – Reverse Turn and Curve • W1-5 – Winding Road • W1-6, -7 – Large Arrow • W1-8 – Chevron • W1-10 – Intersection in Curve • W1-15 – 270 Degree Loop • W2-1 – Cross Road • W2-2, -3 – Side Road • W2-4, -5 – T and Y Intersection • W2-6 – Circular Intersection | <ul style="list-style-type: none"> • W3-1 – Stop Ahead • W3-2 – Yield Ahead • W3-3 – Signal Ahead • W4-1 – Merge • W4-2 – Lane Ends • W4-3 – Added Lane • W4-6 – Entering Roadway Added Lane • W6-1, -2 – Divided Highway Begins and Ends • W6-3 – Two-Way Traffic • W10-1, -2, -3, -4, -11, -12 – Highway-Railroad Advance Warning • W11-2 – Pedestrian Crossing | <ul style="list-style-type: none"> • W11-3 – Deer Crossing • W11-4 – Cattle Crossing • W11-5 – Farm Equipment • W11-6 – Snowmobile Crossing • W11-7 – Equestrian Crossing • W11-8 – Fire Station • W11-10 – Truck Crossing • W12-1 – Double Arrow • W16-5p, -6p, -7p – Pointing Arrow Plaques • W20-7a – Flagger • W21-1a – Worker |
|---|--|---|

FINE SYMBOL SIGNS – Symbol Signs Not Listed As Bold Symbol Signs

SPECIAL CASES

- W3-1 – Stop Ahead: Red retroreflectivity ≥ 7
- W3-2 – Yield Ahead: Red retroreflectivity ≥ 7; White retroreflectivity ≥ 35
- W3-3 – Signal Ahead: Red retroreflectivity ≥ 7; Green retroreflectivity ≥ 7
- W3-5 – Speed Reduction: White retroreflectivity ≥ 50
- For non-diamond shaped signs such W14-3 (No Passing Zone), W4-4p (Cross Traffic Does Not Stop), or W13-1, -2, -3, -5 (Speed Advisory Plaques), use largest sign dimension to determine proper minimum retroreflectivity level.

ASSESSMENT METHODS

Assessment methods require evaluation of individual signs within an agency's jurisdiction. There are two basic assessment methods — visual assessment and measured sign retroreflectivity.

1. VISUAL ASSESSMENT

Nighttime Inspection

In the visual nighttime inspection method, on-the-fly assessments of retroreflectivity are made by an inspector during nighttime conditions. The following recommendations provide general guidance for the inspections:

- Develop guidelines and procedures for inspectors to use in conducting the nighttime inspections and train inspectors in the use of these procedures.
- Conduct inspections at normal speed from the travel lane(s).
- Conduct inspections using low-beam headlights while minimizing interior vehicle lighting.
- Evaluate signs at typical viewing distances so that adequate time is available for an appropriate driving response.

One or more of the following procedures should be used to support visual inspections.

Calibration Signs Procedure

In this procedure, an inspector views a “calibration sign” prior to conducting the nighttime inspection described above. Calibration signs have known retroreflectivity levels at or above minimum levels. These signs are set up where the inspector can view the calibration signs in a manner similar to nighttime field inspections. The inspector uses the visual appearance of the calibration sign to establish the evaluation threshold for that night's inspection activities. The following factors provide additional information on the use of this procedure:

- Calibration signs are needed for each color of sign in Table 2A-3.
- Calibration signs are viewed at typical viewing distances using the inspection vehicle.
- Calibration signs need to be properly stored between inspections so that their retroreflectivity does not deteriorate over time.
- Calibration sign retroreflectivity should be verified periodically.

Comparison Panels Procedure

Comparison panels are used to assess signs that have marginal retroreflectivity. The comparison panels are fabricated at retroreflectivity levels at or above the minimum levels. When the visual inspection identifies the retroreflectivity of a sign as marginal, a comparison panel is attached to the sign and the sign/panel combination is viewed and compared by the inspector.

Consistent Parameters Procedure

Nighttime inspections are conducted under similar factors that were used in the research to develop the minimum retroreflectivity levels. These factors include:

- Using a sport utility vehicle or pick-up truck to conduct the inspection.
- Using a model year 2000 or newer vehicle for the inspection.
- Using an inspector who is at least 60 years old.

2. MEASURED SIGN RETROREFLECTIVITY

In this method the retroreflectivity of a sign is measured and directly compared to the minimum level appropriate for that sign. ASTM E1709, Standard Test Method for Measurement of Retroreflective Signs Using a Portable Retroreflectometer, provides a standard method for measuring sign retroreflectivity.

An agency can choose to use either an assessment method or a management method, or a combination of the two. Agencies may develop other methods as long as they are documented in an engineering study and correspond to the values in Table 2A.3.

MANAGEMENT METHODS

Management methods provide an agency with the ability to maintain sign retroreflectivity without having to assess individual signs. There are three basic management methods — sign replacement based on expected sign life, blanket replacement of large numbers of signs at appropriate intervals, and use of control signs.

1. EXPECTED SIGN LIFE

In this method, individual signs are replaced before they reach the end of their expected service life, which is the time anticipated for the retroreflective material to degrade to the appropriate minimum level. Expected service life can be based on sign sheeting warranties, weathering deck results, measurements of field signs, or other criteria.

This method requires a system for tracking sign age. A common approach for identifying the age of individual signs uses a label on the sign to mark the year of fabrication or installation. Sign management systems can also be used to track the age of individual signs.

2. BLANKET REPLACEMENT

With this method, an agency replaces all signs in an area, or of a given type, at specified time intervals based on the relevant expected sign life. This method typically requires that all of the designated signs within a replacement area, or of the particular sign type, be replaced even if a sign was recently installed.

3. CONTROL SIGNS

In this method, a control sample of signs is used to represent all of an agency's signs. The retroreflectivity of the control signs is monitored and sign replacement is based on the performance of the control signs.

- Agencies should develop a sampling plan to determine the appropriate number and type of control signs needed to represent the agency's signs.
- Control signs may be actual signs in the field or signs in a maintenance yard (for convenience).
- The retroreflectivity of the control signs should be monitored using an assessment method.





FOR COUNCIL: June 10, 2013

SUBJECT: Petition submitted by Illinois Wesleyan University, requesting Vacation of Beecher St. right of way between Franklin St. and East St. and the alley right of way accessed by Beecher St. on the south and Horenberger Dr. on the east

RECOMMENDATION/MOTION: That the vacation of the street and alley be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 1. – Financially Sound City Providing Quality Basic Services, Goal 3. – Strong Neighborhoods and Goal 5. – Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Goal 3.d. – Since the street and alley will not need to be maintained by the city there should be a cost savings realized over several years. The vacations will result in a safer more pedestrian friendly environment for the Wesleyan campus.

BACKGROUND: The petitioner is requesting to vacate two sections of public right-of-way one for Beecher Street and one for an alley off Beecher Street. The Beecher Street portion is between East and Franklin Streets. The alley portion is just north of Beecher Street and west of Horenberger Drive. The adjacent properties are all owned by Illinois Wesleyan University (IWU). The intent for the street vacation is to create a safer pedestrian area without vehicle traffic for the many students who now must cross the street. The closure will not create a dead end. Traffic will be able circulate out to Emerson, Main or east towards Fell Avenue. The alley appears to be merely a parking lot driveway that serves the Hansen Center. It is maintained by IWU.

The Planning Commission reviewed the petition and held a public hearing on May 22, 2013. Three people representing IWU spoke in support of the petition emphasizing the need for pedestrian safety. No one else from the public spoke in opposition or in support of the petition however one person did ask where the alley was located and did not have any comment once she understood the alley was not adjacent to her property. The Planning Commission voted 8-0 to recommend approval of the petition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to approximately 32 property owners within the area.

FINANCIAL IMPACT: The financial impact on the funding of city services should not be significantly impacted. However there should be long-term savings since the city will no longer have to maintain Beecher Street or the alley.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark Huber, Director of PACE

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by:

J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Campus Maps
Attachment 3. Correspondence via email
Attachment 4. Conceptual Drawing
Attachment 5. Staff Report for Planning Commission – May 16, 2013
Attachment 6. Planning Commission Minutes – May 22, 2013
Attachment 7. Mailing lists for Beecher St and Alley

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

**PETITION FOR VACATION OF
A PORTION OF BEECHER ST. AND A PORTION OF THE ALLEYS IN BLOCK 11 IN
THE RESURVEY OF PHOENIX ADDITION TO BLOOMINGTON**

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes Illinois Wesleyan University, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as adjacent land owner in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington adjacent to said premise;
3. That said vacation of a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington is reasonable and proper because such street and alleys are not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Carl Teichman
 Director of Government & Community Relations

ORDINANCE NO. 2013 - _____

**AN ORDINANCE PROVIDING FOR THE VACATION OF
A PORTION OF BEECHER ST. AND A PORTION OF THE ALLEYS IN
BLOCK 11 IN THE RESURVEY OF PHONENIX ADDITION TO BLOOMINGTON**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

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

WHEREAS, it is reasonable and proper to vacate said a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington requested in this case.

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

1. That a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington is hereby vacated, see Exhibit A.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated a portion of Beecher Street and a portion of the alleys in Block 11 in the Resurvey of Phoenix Addition to Bloomington for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th day of June, 2013.

APPROVED this _____th day of June, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A

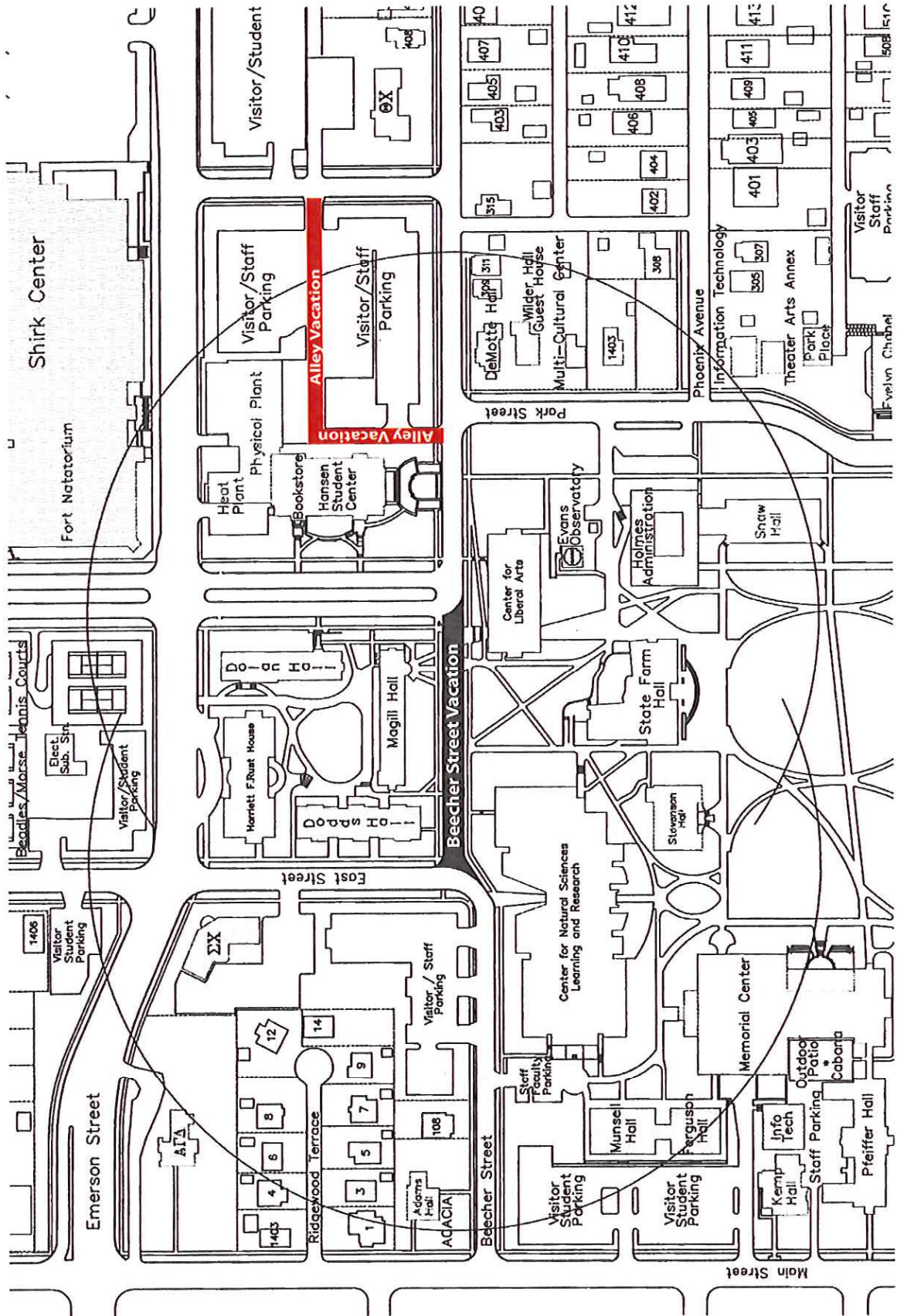
Portion of Beecher Street to be vacated

A part of the Southeast Quarter and the Southwest Quarter of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, Bloomington, McLean County, Illinois, described as follows: That part of Beecher Street lying south of Block 10 Phoenix Addition to Bloomington according to the plat recorded in Plat Book 1, Page 27 and lying south of Block 3 in Ryburn and Nicholls Addition to Bloomington according to the plat recorded in Plat Book 1, Page 78, lying north of Lots 5 and 7 in the Southeast Quarter of Section 33 according to the plat recorded in Deed Record 37, Page 91, lying east of the East Right of Way of East Street and lying west of the West Right of Way Line of Franklin Street.

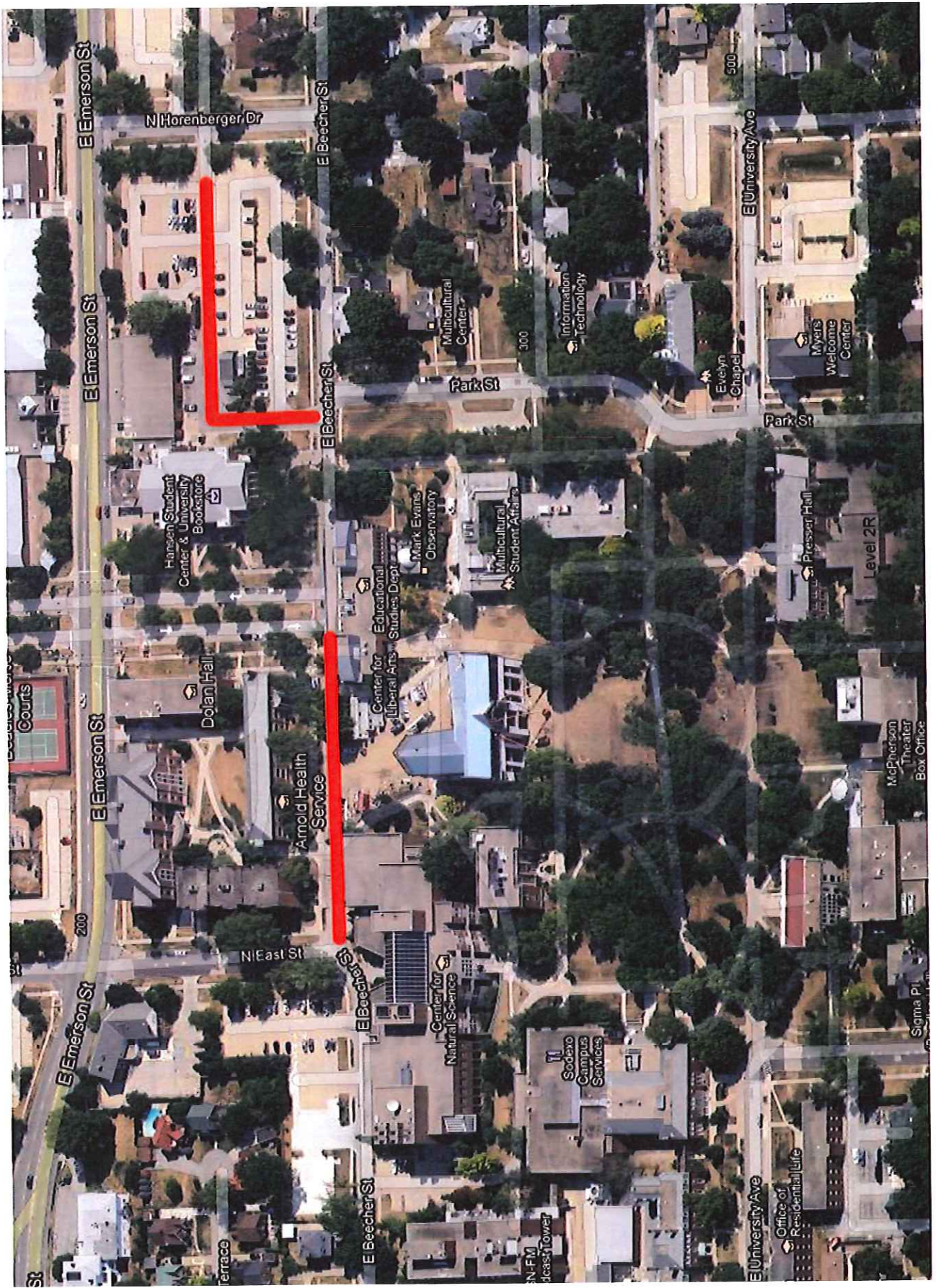
Portion of Block 11 Alley to be Vacated

A part of the Southeast Quarter of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, Bloomington, McLean County, Illinois, described as follows: The east-west alley and that part of the north-south alley in Block 11 lying south of the North Line of said east-west alley extended westerly in Block 11 in the Resurvey of Phoenix Addition to the City of Bloomington, McLean County, Illinois.

Campus Map of the Vacation Sites



Aerial Photo of the Vacation Sites



 **Killy** <killy108@frontier.com> owned property along Beecher St.

Apr 5 



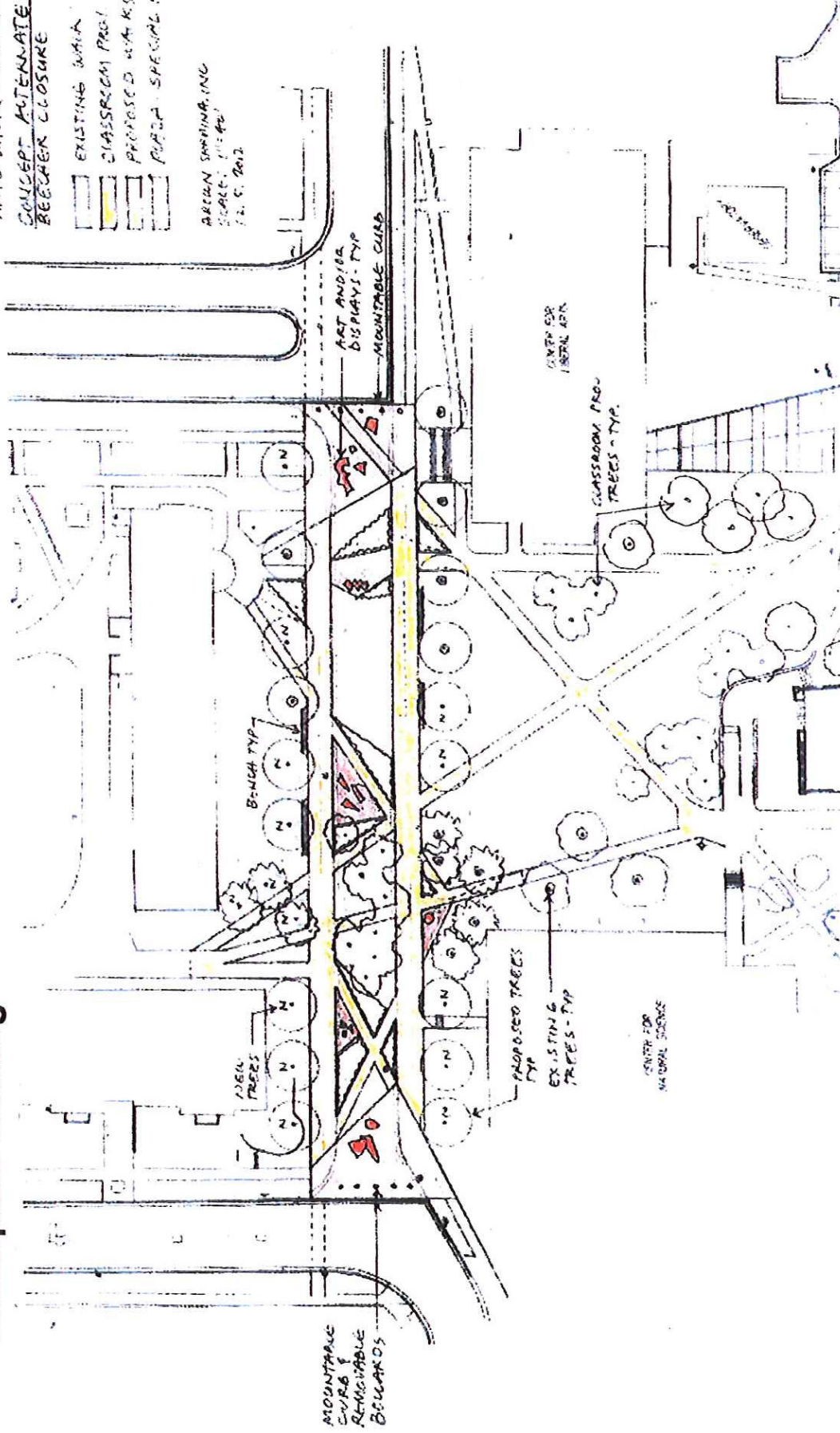
The planned closing of Beecher Street will not be a problem for me. I saw the article in the Pantagraph months ago. Access to Main and access to Emmerson are important. But with the faculty/staff parking lot those cars will want that too. Hopefully the city will pave East Street soon it's a pothole nightmare !

Conceptual Drawing

ARTS WALK - HARDSCAPE
CONCEPT ALTERNATE 2
BEECHER CLOSURE

- EXISTING WALK
- CLASSROOM PROJ. WALKS
- PROPOSED WALKS
- PURDA SPECIAL PAINE

ARTIST SHAPING INC
SCALE: 1" = 10'
12.5.2012



To: Bloomington Planning Commission

From: Staff

Subject: **V-01-13**. Public hearing on the Petition filed by Illinois Wesleyan University, requesting approval of the vacation of the Beecher Street right of way between Franklin and East Streets and the alley right of way bounded by Beecher Street on the south and Horenberger Drive on the east.

Illinois Wesleyan University (IWU) is petitioning to vacate or abandon the public right of ways for Beecher Street and an alley off Beecher Street. If approved the land used by the public right of way will then be transferred to the adjacent property owner (IWU).

The purpose of the Beecher Street vacation is to create a pedestrian only area for the students. Closing this segment of Beecher Street does not create a dead end and traffic will still be able to circulate to Emerson, Main and Park Streets and Fell Avenue. The intent of the alley vacation is to bring the area under common ownership and control. This alley only serves IWU and visually it appears to be a mere driveway serving an IWU parking lot. IWU is the only property owner adjacent to these public right of ways. Since utilities may still be in the right of ways, staff has not been able to verify that proper easements will remain to accommodate the utilities. More information will be provided at your meeting. You may still be able to grant a conditional recommendation.

RECOMMENDATION

City staff recommends that the Bloomington Planning Commission pass a motion recommending City Council approval of this petition in **Case V-01-13** to vacate the aforementioned street and alley conditioned upon any necessary easements are provided.

Respectfully submitted,

Mark Woolard
City Planner

**MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING,
WEDNESDAY, MAY 22, 2013, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. J Balmer, Chairperson Stan Cain, Mr. Rex Diamond, Mr. Jim Pearson, Mr. Bill Schulz, Mr. Ryan Scritchlow, Mr. David Stanczak, , Mr. Robert Wills

MEMBERS ABSENT: Mrs. Julie Morton, Mr. Charles Stuckey

OTHERS PRESENT: Mr. Kevin Kothe, City Engineer
Mr. Mike Kimmerling, Fire Chief
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairperson Cain called the meeting to order at 4:01 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

REGULAR AGENDA:

V-01-13. Public hearing on the Petition filed by Illinois Wesleyan University, requesting approval of the vacation of the Beecher Street right of way between Franklin and East Streets and the alley right of way bounded by Beecher Street on the south and Horenberger Drive on the east.

Chairperson Cain introduced the petition. Mr. Woolard stated there are two right-of-ways being requested for vacation. One of these is just for an alley north of Beecher Street and adjacent to a parking lot. The other one is for a portion of Beecher Street. The street closure will not create a dead end. The existing Beecher Street closure is only temporary.

Todd Bugg with Dunn Law Firm at 101 N. Main, stated he represents Illinois Wesleyan and the alley vacation is fairly simple and the city has wanted the vacation for years. Beecher Street has been closed over a year for construction of the new classroom building. They want to create a safer zone for their students to cross from the residences to the north to the campus classrooms and other activities to the south. There are approximately 500 students who live in that block to the north. They are working with the fire department such that personnel and equipment can get in for fire suppression and rescue. The utility easements will remain intact.

Carl Teichman with Illinois Wesleyan at PO Box 2900, Bloomington, stated the alley has been used to serve the parking lot and the university maintains such. No one will see any difference with the change. As the building construction adjacent to Beecher Street advanced the permanent closure was discussed primarily for the significant number of students moving across Beecher and for the improved appearance of the campus. The one adjacent property owner along Beecher Street did not have any concerns with the closure. They also contacted properties owners within 500 feet of either end of Beecher Street and they did not have any complaints. The improvements would all be completed by the spring of 2014.

Karla Carney-Hall with Illinois Wesleyan at 1312 Park Street 103 Holmes Hall, stated there are several stories of near misses and the purpose is for student safety and they cross that area three times a day.

Chairperson Cain asked if there were any members of the audience who wished to speak in favor or opposition and no one spoke. Then Chairperson Cain asked if there was anyone who had questions regarding this case. Jessie Hinshaw at 1410 Fell asked for clarification as to where the alley was located.

Chairperson Cain asked if there were any other members of the audience with questions pro or con and no one spoke. Chairperson Cain closed the public hearing.

Mr. Balmer moved that we recommend to the City Council that they approve case V-01-13 for the vacation of rights-of-ways for Beecher Street and the alley way as stipulated on the plat. Mr. Stanczak seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call:

Mr. Cain--yes; Mr. Stuckey--absent; Mr. Wills--yes; Mrs. Morton--absent; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--yes; Mr. Scritchlow--yes; Mr. Stanczak--yes; Mr. Diamond--yes.

Beecher Vacation - Mailing Addresses for Notification Letter Sent

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 617022900

EUGENE J & KATHLEEN M KILMARTIN
108 BEECHER ST
BLOOMINGTON IL 617011742

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 617022900

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ALPH GAMMA DELTA
102 A LILY LANE
BLOOMINGTON IL 61701

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

WESTON & JENNIFER CARR
8 RIDGEWOOD TERRACE
BLOOMINGTON IL 61701

JEFFREY S MCGRAW
6 RIDGEWOOD TER
BLOOMINGTON IL 617011765

DIRK D SHANNABARGER
4 RIDGEWOOD TERRACE
BLOOMINGTON IL 61701

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PO BOX 2900
BLOOMINGTON IL 61702

SABRINA A BOLATTO
7 RIDGEWOOD TERRACE
BLOOMINGTON IL 61701

TAMARRA T & NANCY K RENNICK
3 RIDGEWOOD TERRACE
BLOOMINGTON IL 61701

ERIC A & SUSAN P TEORO
1 RIDGEWOOD TER
BLOOMINGTON IL 617011765

JEFFREY D MCGRAW
12 RIDGEWOOD TER
BLOOMINGTON IL 617011765

CHAD C PARKER
9 RIDGEWOOD TERRACE
BLOOMINGTON IL 61701

VAN & K LAINE TWANOW MILLER
5 RIDGEWOOD TERRACE
BLOOMINGTON IL 61701

JOHN J MIGAS
14 RIDGEWOOD
BLOOMINGTON IL 61701

RJV PROPERTIES LLC
125 S BELLEMONT RD
BLOOMINGTON IL 617014304

GREGORY A GIRDLER
110 E KELSEY ST
BLOOMINGTON IL 617011752

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RJV PROPERTIES LLC
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BLOOMINGTON IL 617014304

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 617022900

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 617022900

H THOMAS & CAROL D JEFFERSON
107 E KELSEY ST
BLOOMINGTON IL 617011751

TOM JEFFERSON
105 E KELSEY ST
BLOOMINGTON IL 617011751

TERRENCE MCKENNA
103 E KELSEY ST
BLOOMINGTON IL 617011751

ALICE JAYNE LARTZ
411 N LINDEN ST
BLOOMINGTON IL 617013321

Beecher Vacation - Mailing Addresses for Notification Letter Sent

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

CHARLES M STEVENS III
1008 DURHAM DR
BLOOMINGTON IL 617041256

TSE KIA TCHENG
PO BOX 411
NORMAL IL 61761

RJV PROPERTIES LLC
125 S BELLEMONT RD
BLOOMINGTON IL 617014304

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

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ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
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BLOOMINGTON IL 617022900

RONALD D ZIMMERMAN
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BLOOMINGTON IL 617011740

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

Alley Vacation - Mailing Addresses for Notification Letter Sent

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

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PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

RUTH RICE
612 E FRONT ST
BLOOMINGTON IL 617015314

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BLOOMINGTON IL 617022900

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
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J ERIC ANDERSON
16072 DEE MAC RD
MACKINAW IL 617559492

ILLINOIS WESLEYAN UNIVERSITY
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BLOOMINGTON IL 617022900

SHAWN A BILLO
2204 INEZ LANE
NORMAL IL 61761

DIANA E CUNNINGHAM
408 BEECHER ST
BLOOMINGTON IL 617011802

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ILLINOIS WESLEYAN UNIVERSITY
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MATTHEW J HINSHAW
1410 Fell Ave
Bloomington IL 617011831

LESLIE T & SHEILA A ALLEN
8 EBACH DR
BLOOMINGTON IL 617012006

MIKE A EHRMANTRAUT
404 PHOENIX AVE
BLOOMINGTON IL 617011850

SHAWN BILLO
2204 Inez Ln
Normal IL 617615451

COLLEEN RIESSELMAN
411 BEECHER ST
BLOOMINGTON IL 617011801

DEBORAH WATT
409 E BEECHER
BLOOMINGTON IL 61701

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Cathleen Fogler
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MACKINAW IL 617559492

Alley Vacation - Mailing Addresses for Notification Letter Sent

ILLINOIS WESLEYAN UNIVERSITY
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STEPHEN J SWEENEY
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MICK & CONNIE NETHERTON
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BLOOMINGTON IL 61702

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ILLINOIS WESLEYAN UNIVERSITY
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ILLINOIS WESLEYAN UNIVERSITY
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KIRK A LADICK
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BLOOMINGTON IL 617011862

JAQUELYN S MITCHELL TRUSTEE
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BLOOMINGTON IL 617011850

RJV PROPERTIES LLC
125 S BELLEMONT RD
BLOOMINGTON IL 617014304

CINDY S HARRELL
414 PHOENIX AVE
BLOOMINGTON IL 61701

STEVEN P GORDON
412 PHOENIX AVE
BLOOMINGTON IL 61701

LENORE T CLARK
1404 FELL AVE
BLOOMINGTON IL 617011831

RONALD D ZIMMERMAN
1403 PARK ST
BLOOMINGTON IL 617011740

ROBERT BRAY
413 PHOENIX
BLOOMINGTON IL 61701

JULIANNE & MICHAEL T JOHNSON
405 PHOENIX
BLOOMINGTON IL 61701

ILLINOIS WESLEYAN UNIVERSITY
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BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

Alley Vacation - Mailing Addresses for Notification Letter Sent

IRENE M COX TRUSTEE
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ILLINOIS WESLEYAN UNIVERSITY
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BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 617022900

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY
PO BOX 2900
BLOOMINGTON IL 61702



FOR COUNCIL: June 10, 2013

SUBJECT: Variance from Chapter 38, Section 123(a) of City Code to Allow a Driveway Approach 23 Feet Wide at 203 Hampton Drive

RECOMMENDATION/MOTION: That the variance be approved.

STRATEGIC PLAN LINK: Goal 3 – Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objectives 3.c. – Preservation of property/home valuation and 3.e. – Strong partnership with residents and neighborhood associations.

BACKGROUND: Staff has received a written request from Robert Klock, owner of 203 Hampton Drive, to grant a variance to Chapter 38, Section 123(a) of City Code to allow a driveway approach 23 feet wide at this address. This is an existing single family residence with a 2 car garage on a corner lot that has 110 feet of frontage along Newport Street which is where the existing 18 feet wide driveway approach is located. The driveway is currently 18 feet wide and the owner is asking permission to add 5 feet to the driveway. City Code allows residential double wide driveways to be up to 20 feet wide at the property line. Driveway variances are recommended by the Public Works Department on a case by case basis after evaluation of criteria such as sight distance, width of adjacent roadway and amount of property frontage.

The following is the evaluation by staff on the different criteria:

- Sight distance – there are no identified issues with horizontal or vertical sight distance by allowing this variance.
- Width of adjacent roadway – the adjacent roadway is of sufficient width to allow the driveway widening without causing concern.
- Distance to intersection – The driveway is being expanded further away from the intersection so that is not a concern.
- Amount of property frontage – With 110 feet of frontage, this is enough to allow for expanding the existing driveway by 5 feet.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Owner Robert Klock

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. City Code Citation – Chapter 38:Section 123(a)
Attachment 2. Aerial Map
Attachment 3. Correspondence and Sketch by owner

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

City of Bloomington – City Code

Chapter 38 : Section 123 : Permit and Specifications for Driveways.

No person shall construct, build, establish or maintain any driveway over, across or upon any public sidewalk or parkway without first obtaining a permit to do so from the City Engineer.

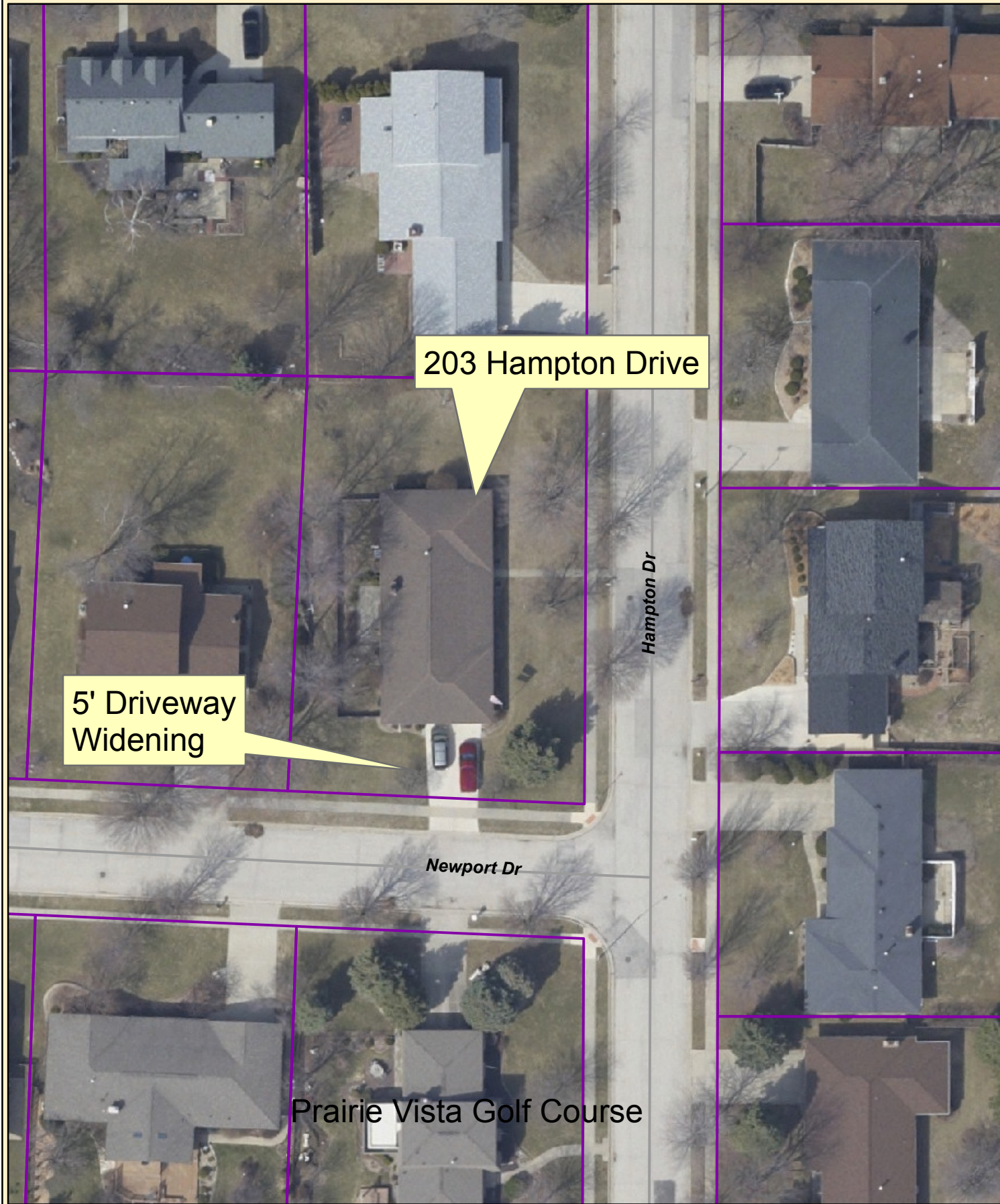
Where a proposed driveway is for parking lot, garages, gas stations and other commercial uses, such driveway may be established, built, constructed and maintained upon permit, provided that all other requirements of this Article dealing with driveways shall be fully complied with subject to the following limitations:

(a) A driveway approach which is proposed to be constructed shall be designed with the proposed volume and type of vehicles which will be using it as design criteria. The design shall be such that a vehicle entering or leaving the premises may do so without leaving the proper traffic lane on the street or driving over the curb outside of the drive approach areas. In no case shall the opening for residential property be more than 16 feet (16') at the property line for a single driveway and 20 feet (20') at the property line for a double driveway. In multi-family, commercial and industrial areas the openings shall be no more than 35 feet (35') at the property line if one driveway is requested and no more than 30 feet (30') at the property line if two driveway openings are requested. In residential areas, only one driveway opening will be allowed if the lot width is less than 100 feet (100'). (Ordinance No. 1990-16)

203 Hampton Dr. Driveway Variance



50 25 0 Feet



203 Hampton Drive

5' Driveway
Widening

Hampton Dr

Newport Dr

Prairie Vista Golf Course

203 Hampton Dr.
Bloomington, IL 61704

.....
Robert E. Klock

May 20, 2013

City of Bloomington, IL

Dear Sir:

I would like to extend the width of my driveway by 5 feet on the left hand side from the house to the street. This would make the driveway width at the sidewalk a total of 23 feet which is three feet wider than is allowed. I request a variance to allow me to install this extension.

Sincerely,



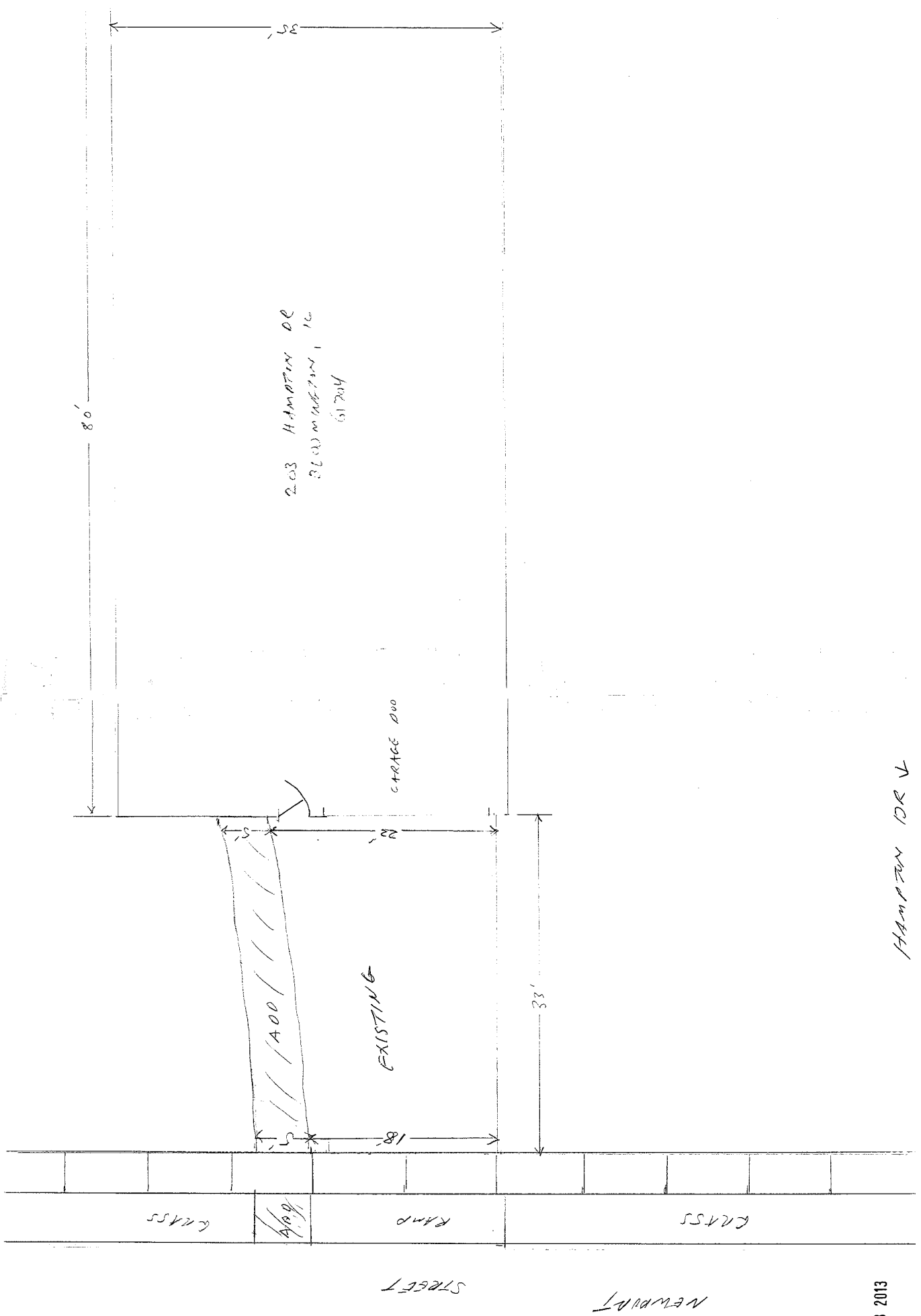
Robert E. Klock

Encl: Drawing of extension.

.....

MAY 13 2013

Hampton DR ↓





FOR COUNCIL: June 10, 2013

SUBJECT: Petition submitted by HL Bloomington LLC and Hundman Management LLC., requesting a Special Use Permit for multiple family dwellings for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Dr

RECOMMENDATION/MOTION: That the Special Use Permit be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4 – Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. – The significance of the project, related to Goal 4 is that in growing or developing local businesses the local economy will grow as well. This goal would directly relate to growing local businesses for the apartment and construction businesses but also indirectly relate for retail businesses as they look to the number of households before investing in retail development.

BACKGROUND: The petitioners desire to develop the property on the east side of Ekstam Drive consisting of five two-story apartment buildings. The property is zoned B-1 Highway Business District. This district allows many commercial uses as well as apartments with a special land use. The density will be close to that of the apartments which have already been developed on the west side of Ekstam. The development should be compatible with the other nearby apartments, condominiums and commercial uses. The development of the land to the east is limited because of restrictions for the airport flight path.

This case was before the Zoning Board of Appeals for a public hearing and review on May 15, 2013. The petitioner, his attorney and engineer spoke in favor of the petition. They believed there is still ample acreage for commercial development within a mile of the site and this is an appropriate use given the surrounding uses. One other person from the public spoke generally in favor of the request stating the residential demarcation line will be farther south. Five people spoke in opposition to the petition. The objections pertained to traffic, safety for many children, high density, insufficient parking, denial of the Pamela apartments, decreasing property values, businesses preferred, changing school enrollments, business security, and a lack of green space and parks. Attached is a petition was also submitted to the Board objecting to the special use.

Staff has evaluated the project and finds it to be an appropriate use for the site. The capacity of the street is adequate even for the increase in traffic generated by the new apartments. In response to earlier projects, changes have already been made to alleviate traffic congestion with street parking removed on the west side of Ekstam and installing speed humps. Certain issues such as Ekstam being blocked are only related to temporary construction activities.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 5-1.

During the public hearing process there were several issues raised by the neighborhood staff felt could be addressed outside the purview and standards considered by the Zoning Board of Appeals. In an additional attempt to clarify and alleviate some of these concerns, the City will take the following actions and suggest additional conditions related to this special use permit.

Staff is committed to have the Staff Traffic and Advisory Committee (STAC) evaluate additional parking restrictions (East) and appropriate traffic control on Ekstam Drive.

In conversations with the Police and Fire Chiefs it was determined this development will not affect emergency response times as stated in the petition brought before the Zoning Board and submitted to the City Council.

The City staff recommends that in the event the City Council approves the Special Use Permit, a condition be added to require the owners to provide an area on the site during construction of apartment buildings for all contractors to use for off-street parking and staging and to include in their contracts with all contractors and sub-contractors that the contractors and sub-contractors are required to use those provided areas for off-street parking and staging. In addition, staff is recommending an additional condition requiring the petitioner to use all City mandated road closure criteria in the event Ekstam Drive should need to be closed for any reason. These conditions have been included in the proposed ordinance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 47 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: This development is expected to generate additional property taxes, but also sales taxes from the dwellings inhabitants spending funds within Bloomington.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark R. Huber, Director, PACE

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Staff Report for Zoning Board of Appeals – May 9, 2013
Attachment 3. Zoning Board of Appeals Minutes – May 15, 2013
Attachment 4. Zoning Map
Attachment 5. Petition Map
Attachment 6. Mailing list for Public Notification Letter
Attachment 7. Map for Public Notification Mailing
Attachment 8. Correspondence and Signed Petition

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

State of Illinois)
)ss.
County of McLean)

Now comes HL Bloomington, LLC, and Hundman Management, LLC hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners as the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor; trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of B – 1, Highway Business District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Multiple Family Dwellings, are allowed as a special use in a B - 1 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the B - 1 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and

10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the B - 1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

Mike Hundman
HL Bloomington, LLC

Kenneth Verkler
Hundman Management, LLC

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MULTIPLE FAMILY DWELLINGS FOR PROPERTY LOCATED AT:
1021, 1025, 1031, 1037, AND 1041 EKSTAM DRIVE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for Multiple Family Dwellings for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for Multiple Family Dwellings on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. That as a condition of this Special Use Permit the owners shall provide an area on the premises described in Exhibit A during construction of apartment buildings which all contractors and sub-contractors are to use for off-street parking and staging and that the owners shall include in their contracts with all contractors and sub-contractors that the contractors and sub-contractors are required to use those provided areas for off-street parking and staging during construction of apartment buildings.
3. That as a condition of this Special Use Permit the owners shall follow all required road closure standards and notifications per the ordinances of the City of Bloomington.
4. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 10th day of June, 2013.

APPROVED this _____th day of June, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Legal Description:

Parcel 15-31-454-011

A part of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 154 in Airport Park Subdivision 2nd Addition; thence N.89°-39'-34"E. 200.00 feet to the southeast corner of said Lot 154; thence S.00°-20'-26"E. 150.00 feet on the southerly extension of the east line of Airport Park Subdivision 2nd Addition; thence S.89°-36'-34"W. 200.00 feet to the east right of way line of Ekstam Drive in McGraw Park Subdivision; thence N.00°-20'-26"W. 150.00 feet to the Point of Beginning, containing 30,000.00 square feet/0.69 acres, more or less, with assumed bearings given for description purposes only.

Parcel 15-31-454-012

A part of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing on the South line of the Southeast $\frac{1}{4}$ of said Section 31, 1483.93 feet West of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 31; thence North 00°-20'-26" West 46.66 feet to the North right of way line of F.A.P. Route 693 (Illinois Route 9); thence North 00°-20'-26" West 921.09 feet to the Point of Beginning at the Northeast corner of Lot 147 in Airport Park Subdivision 3rd Addition; thence South 89°-39'-34" West 200.00 feet to the Northwest corner of said Lot 147 on the East right of way line of Ekstam Drive as dedicated in McGraw Park Subdivision; thence North 00°-20'-26" West 750.00 feet on said right of way line of Ekstam Drive to the Southwest corner of Lot 154 in Airport Park Subdivision 2nd Addition; thence North 89°-39'-34" East 200.00 feet to the Southeast corner of said Lot 154; thence South 00°-20'-26" East 750.00 feet to the Point of Beginning, situated in the County of McLean, in the State of Illinois.

REPORT

To: Zoning Board of Appeals

From: Staff

Subject: **SP-03-13** Public Hearing and Review on the petition submitted by HL Bloomington LLC and Hundman Management LLC requesting approval of a special use permit for multiple family dwellings for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Dr. Zoned B-1, Highway Business District.

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-3B, Multi Family District

South: B-1, Highway Business District

East: County Zoning

West: R-3B, Multi Family, B-1, Highway Business

Adjacent Land Uses

North: Multi Family, Townhomes

South: Victory Academy

East: Vacant

West: Multi Family, Townhomes

The Comprehensive Plan calls for the property to be highway commercial.

This petitioner is seeking a special use for apartments on vacant land adjacent to Ekstam Drive. The apartments will be across the street from new apartments that were approved last year by means of a special use. Thus there are apartments near the site already and some businesses as well. Thus the proposed land use should be compatible with what is adjacent. Development to the east is unlikely because of the airport runway approach. There is a request for a variance for the floor area ratio. It should be noted that there is no playground or parks provided on the site however the developer will be paying a fee in lieu of a parkland dedication.

Traffic and parking

The developer is complying with the required amount of parking. No parking has been posted on Ekstam to reduce congestion. Access will be off Ekstam Drive. There will be 92 new apartments and this will generate about 730 to 920 average daily traffic trips. Ekstam Drive is designed to handle 6,000 trips per lane per day or 12,000 trips total. The projected amount of trips per day along Ekstam will be in the 3,000 to 4,000 range which is well below what the road is designed to handle. Some neighbors have expressed concern that the increase in the neighborhood density should not occur until Cornelius is extended and connected over towards McGraw Park. The thinking is that Cornelius will alleviate the pressure on Ekstam however staff anticipates that once Cornelius is connected it will see more traffic than that of merely relief from the apartments in that many vehicles will not travel to Empire or even GE but use Cornelius. Thus the focus should be on Ekstam and whether it can handle the increase in traffic and staff believes it will. Sidewalks will also be provided along Ekstam to protect the pedestrians from the vehicle traffic.

Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the special use will not be detrimental to the public health in that it will be compatible with adjacent land uses.
- 2. that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the use will not be injurious to others in that potential traffic problems have been planned for in the street design and the provision of sidewalks.
- 3. that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** the use will not be impede development and improvements and will complement the apartments across the street.
- 4. that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** utilities and drainage will be provided and be in compliance with city code.
- 5. that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and traffic concerns and ingress and egress will meet city standards.**
- 6. that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137) compliance** with city codes will be adhered to with the exception of the floor area ratio if a variance for such is granted.

STAFF RECOMMENDATION:

Staff recommends that the Zoning Board of Appeals pass a motion recommending City Council approval of this petition in Case SP-03-13 to allow multi family for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Drive.

Respectfully submitted,

Mark Woolard
City Planner

**MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, MAY 15, 2013, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, IL**

Members present: Mrs. Barbara Meek, Mr. Dick Briggs, Mr. Mike Ireland, Mr. Robert Kearney, Mr. Jim Simeone, Mr. Bill Zimmerman
Members absent: Amelia Buragas (arrived at 3:41)
Also Present: Mr. Mark Huber, Director of PACE
Mr. Kevin Kothe, City Engineer
Mr. Mark Woolard, City Planner

Mr. Woolard called the meeting to order at 3:00 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from April 17, 2013. The Board had no corrections and the minutes were accepted as printed.

Chairman Ireland explained the meeting procedures. Mr. Woolard stated that the cases had been published.

SP-03-13 Public Hearing and Review on the petition submitted by HL Bloomington LLC and Hundman Management LLC requesting approval of a special use permit for multiple family dwellings for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Dr. Zoned B-1, Highway Business District.

Z-10-13 Public Hearing and Review on the petition submitted by HL Bloomington LLC and Hundman Management LLC to allow multi-family dwellings and for a variance to allow an increase to the maximum floor area ratio of 50% to 58% for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Dr. Zoned B-1, Highway Business District.

Chairman Ireland explained how cases SP-03-13 and Z-10-13 coincide.

Chairman Ireland introduced the special use petition and asked for anyone who would like to speak in favor of the petition to come forward. Todd Bugg, with Dunn Law Firm at 1001 N Main Street, was sworn in and stated he represents the petitioner for both cases. He explained the dwellings are to be similar to those across the street. He believes the parking concerns have been addressed and the standards have been met. The project across the street just like this one will enhance the neighborhood.

Neil Finlen, with Farnsworth Group at 2709 McGraw Drive was sworn in and stated they have met with the neighbors prior to the Board's meeting. A lot of concerns from the neighbors were about traffic. They do not have a need for on street parking and if it is a benefit to move traffic a parking ban could be a solution. He said they knew that traffic volumes were a

concern and stated they are at 25-30 percent of the allowable traffic volume even with this development. The ban does not have much effect on the capacity but more for free flowing traffic. With a ban children will be more visible if darting out into the street. He explained the ability to get to McGraw Park is not there and Cornelius Drive is not extended. He feels the zoning fits and if it is not apartments it could be offices, commercial or warehouses and a bad example is Gill Street. They have not looked at the parking ban in front of the businesses to the south. There will be 92 apartment units. There was discussion on poor planning for the area, step down zoning and land uses. Mr. Kearney commented that there are no playgrounds and questioned if the children will be playing in the streets. Mr. Finlen said there will be families there but did not think there would be many and often the units are vacated on the weekends. He is hoping for a trail through the Deneen family's property.

Chairman Ireland asked for anyone else who would like to speak in favor of the petition. Sam Bridger of 1103 Rader Run was sworn in and stated he is not totally for the petition but more for it than opposed. He said he is one of the closest from the neighborhood to the site. It moves the residential demarcation line farther south and he will be able to open his windows and not get dust and stuff through his screens. The Ekstam traffic will be managed. The school planning will be figured out by Unit 5. For the most part they have been good neighbors. He cannot say this is the worst thing in the world and more objectionable land uses could be built once the Eastside Highway is built.

Chairman Ireland asked for anyone else who would like to speak in favor of the petition and no one spoke.

Chairman Ireland asked for anyone who would like to speak in opposition to the petition. Peggy Dehaven of 7 Zavitz Ct. was sworn in and stated based on the 2009 study, Ekstam had over 1800 cars a day and it is not even a half mile long. She said the problem is that the apartments will cause much more congestion and it is based on 2009 before the 132 apartments they are building now. She said they only have one exit out and they will not be able to get out if there is an emergency. She submitted a petition and letters from people in the neighborhood that are opposing it. Their big concerns are for the traffic and the extra people that will be coming. The police do not patrol and do issue tickets. They call and they just leave the cars sit there. With Cornelius not being open they definitely oppose the request with the additional traffic that it will cause. There will not be ample parking and she questioned where the extra parking will be and said it will go onto Ekstam. The mailboxes are on the street will cause them to drive the wrong way before they get into their apartments. They oppose this request. She said we do not even know what the Cornelius traffic will do yet and now they want to bring another 92 apartments with 180 plus cars. In 2012 they tried to do these apartments over on Pamela and were denied because of traffic congestion and their roads are not nearly as busy as Ekstam is now. Even though they say the roads can handle 6,000 cars a day the roads are short and is very hard to get out. She said a big concern they still have is that when they bought their homes they were told the apartments were ending and it would mirror their subdivision and it is not doing that. Their property values are going down. If it is businesses the traffic will typically be 8-5 and not so at night and fast food will not likely go there because it is off the beaten path and people will have to zigzag around to find it. Apartments are there with constant traffic and you cannot get away from it. There will be 92 apartments on top of the 132

apartments that they just got. She asked why they can't wait to see what the traffic from the 132 apartments will do before they build. They want it approved and will worry about it later. Cornelius is nowhere close to going through. No one will walk on a hay path and they will want to ride bikes so it needs to be a real path.

Mr. Kearney left at 5.28.

Srinivas Garabadi of 1110 Lockenvitz Lane was sworn in and stated there are multiple issues. He was not aware of the previous meeting. His kid has changed three elementary schools for five years. The apartments have 220 kids currently at one school and density and number of kids in the class effects the quality of education. It is not just traffic but it is a safety issue with 600-700 kids without a park and everyone on the roads. There is no safety at all on those roads. Every commuter zooms in and does not stop. The business activities result in them parking on the road. They are families and they do not go away for the weekend. They stay in those apartments. The kids walk in the dirt and in the dark. How are the emergency vehicles going to get in when there are two incidents at the same time?

Manuel Solsa of 15881 Old Orchard Road was sworn in and stated he has the Victory Academy business and when he bought the property he was told it would be commercial and the plans showed it as commercial where the apartments are now. With time there have been more and more apartments. He was concerned with the earlier apartments but it has grown. The issues are real concerns such as safety and where the children will play. He is concerned his parking lot will become a place to play and for building security. His clients did not know how to get out when the street was blocked. He is not against it but things need to be worked out. There will be thousands of people and there needs to be green space and play area. The traffic is confusing as they come from Empire and as they make turns. He thinks the road was designed for commercial.

Jaime Kirby of 1120 Rader Run was sworn in and stated the mailboxes will be on both sides of Ekstam and it will be an issue. There are a lot of apartments with families and kids and there will also be the same with the new apartments. There is a pool over there and many people will be crossing Ekstam. There will be a lot of foot traffic. She said she would rather have the businesses and she was concerned with the traffic a few years ago. With the apartments there will be so many other people that she prefers businesses over apartments. Mr. Briggs asked if Cornelius was through to Towanda Barnes would she even bother with Ekstam and she responded that she probably not go out that way. She said the businesses that are there now are great and she would rather take their chances and with all the issues that need to be addressed with adding more people she is opposed to the petition. The Pamela apartments were not approved and they have the same traffic issues that we do.

Mr. Solsa asked if there is a difference for the sewer for business verses residential.

Mr. Huber stated staff has recommended approval. The area has developed differently from what the original developer had planned and moves from commercial to residential to the north. The business portion came to a halt but there has been a resurgence in the multi-family. The B-1 zone here may be a little misleading and does not have a major highway. The B-1 zone may

not be the best for this location and apartments are reasonable for this location. This development will pay into a fund to be used for park development. Cornelius will not be extended to Towanda Barnes but will be extended to Empire Road once the developer has the funds for the extension. Ekstam should not be blocked but at times they may need to get trucks or cranes in for construction. The mailboxes are dictated by the US Postal Service. He understands the concerns about traffic and kids playing but is not sure that he can agree with them. Removing parking on Ekstam may help. He made a distinction with construction traffic from the normal apartment traffic.

Mr. Kothe stated they take traffic concerns seriously. Last year there was a request to remove parking which was done. Enforcement of the no parking is with the police. They exercise discretion and residents can ask for relaxed enforcement with for a party. Ekstam may have been closed for a utility cut for a day or two. The sewers on Ekstam will be able to serve this development. The vehicle capacity for Ekstam will not be exceeded with the new apartments. If there becomes a problem with crashes it will be addressed. There was discussion comparing Oakland Avenue's congestion with Ekstam. Building a bike path now in the area where Cornelius would be extended to the west is difficult because without grading the path would have to be rebuilt when the road is put in and because of the farming that is ongoing.

Mr. Finlen stated they would be interested in pulling a drive off Ekstam for the mailboxes. The development will generate about \$65,000 in parkland fees that maybe could be used for the amenities like a trail to McGraw Park. He promised the confusion with Ekstam being closed will not occur again. A sidewalk will be completed on the east side of Ekstam. They will be happy to work on a pathway to McGraw Park with the Deneen family.

Kurt Hoeferle of 1805 Demit Ct was sworn in and stated they do want to be good neighbors. They have added trees to try to add a buffer for the neighbors. They always meet with the post office and they change their rules constantly. He said if they could convince them they would change the mailbox location. They did add a playground in the other apartments. The open attendance with the schools is now just for the apartments and not the neighborhood. He said they should have sent out notices when the sewer was going in.

Mr. Briggs asked since you are wanting a variance for the floor area would you put the green space in in place of a fifth building temporarily until Cornelius goes through. Mr. Hoeferle stated he does not know if it could work economically. He said he would be concerned about tying it to the uncertainty of a road going in.

The vote on the special use was approved with five (5) voting in favor and one (1) against.

The vote on the variance was approved with five (5) voting in favor and one (1) against.

Zoning Map. Special Use Petition SP-03-13



PETITION FOR SPECIAL USE FOR MULTI-FAMILY DWELLINGS

SUBJECT SITE

5/8/2013



Mailing Addresses for Notification Letter Mailed

BLOOMINGTON-NORMAL AIRPORT AUTHORITY
3201 CIRA DR STE 200
BLOOMINGTON IL 617048396

JANE LOPICCALO
PO BOX 6372
BLOOMINGTON IL 617026372

% RON HUNDMAN R MICHAEL HUNDMAN
TRUSTEE
2712 MCGRAW DR
BLOOMINGTON IL 617046085

% GREGORY S. REIMER AND DAVID R. OAKLEY
G & D INVESTMENTS
1400 W LAMBERT RD STE E
BREA CA 928212874

MICHAEL P OLSON
1101 RADER RUN
BLOOMINGTON IL 617046355

PRAIRIE NATIONAL LLC
3220 GERIG DR
BLOOMINGTON IL 61704

DOUGLAS GERIG
209 S PROSPECT RD STE 3B
BLOOMINGTON IL 617044697

SHAWN OKELLEY
1101 WANDA WAY
BLOOMINGTON IL 61704

VICTORY ACADEMY INC
1015 EKSTAM DR
BLOOMINGTON IL 617046368

AMMARF LLC
407 S MAIN
NORMAL IL 61761

MIKE MAVEC
3810 BALDOCCHI
BLOOMINGTON IL 61704

% RICHARD B. OWEN NOKESTRAW, LLC
1700 MORRISSEY DR
BLOOMINGTON IL 617047107

% APT MART INC WINGOVER APTS
912 LINDEN
BLOOMINGTON IL 61701

% APT MART INC WINGOVER APTS
912 LINDEN
BLOOMINGTON IL 61701

BENJAMIN REDMOND
1119 RADER RUN
BLOOMINGTON IL 617046355

SRIM LLC
104 WEXFORD CT
NORMAL IL 617612289

SAMUEL WILLIAM BRIDGER
1103 RADER RUN
BLOOMINGTON IL 61704

KYLE & TELISA SIMPSEN
1104 Rader Run
Bloomington IL 617046338

SATISH GURRALA
1117 RADER RUN
BLOOMINGTON IL 61704

SRIM LLC
104 WEXFORD CT
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ANH NGUYEN
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BLOOMINGTON IL 617046355

DINESHKUMAR K PATEL
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BLOOMINGTON IL 61704

Mailing Addresses for Notification Letter Mailed

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BLOOMINGTON IL 617046355

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BLOOMINGTON IL 61704

CHRISTINE FRANKLIN
1109 RADER RUN
BLOOMINGTON IL 61704

STEPHEN THOMAS
1105 RADER RUN
BLOOMINGTON IL 617046355

SRIM LLC
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NORMAL IL 617612289

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1111 WANDA WAY
BLOOMINGTON IL 617046364

KRISTI BINGHAM
1117 WANDA WAY
BLOOMINGTON IL 61704

ANBALAGAN & KALAISELVI RANGASAMY MANI
1105 WANDA WAY
BLOOMINGTON IL 617046364

MICHELLE JULIAN
1103 WANDA WAY
BLOOMINGTON IL 617046364

JAIME KIRBY
1120 RADER RUN
BLOOMINGTON IL 617046338

TAFTON & AMY RICH
1106 WANDA WAY
BLOOMINGTON IL 61704

MICHAEL G THORTSEN
1114 RADER RUN
BLOOMINGTON IL 61704

GEORGE & THERESA DONATE
1106 RADER RUN
BLOOMINGTON IL 617046338

STEPHEN W & MELISSA LAURITSON
1116 RADER RUN
BLOOMINGTON IL 61704

KELLY TALTY
1118 Rader Run
Bloomington IL 617046338

RAMA TRIPATHY
1110 Rader Run
Bloomington IL 617046338

JODI BLOOMINGTON MF, LLC
1707 E Hamilton Rd
Bloomington IL 617049607

MATTHEW CORBIN
1104 WANDA WAY
BLOOMINGTON IL 61704

OSCAR WITHERSPOON
1112 RADER RUN
BLOOMINGTON IL 617046338

ROBERT G & KELLEY D MURPHY
1115 RADER RUN
BLOOMINGTON IL 61704

LELA V STENGER
1121 RADER RUN
BLOOMINGTON IL 617046355

DOUG & SARAH WEST
1107 RADER RUN
BLOOMINGTON IL 617046355

EMILY M SHOOPMAN
1113 WANDA WAY
BLOOMINGTON IL 617046364

JOSEPH & BEVERLY ADAIR
1115 Wanda Way
Bloomington IL 617046364

Mailing Addresses for Notification Letter Mailed

GREGORY BLAND
1108 RADER RUN
BLOOMINGTON IL 61704

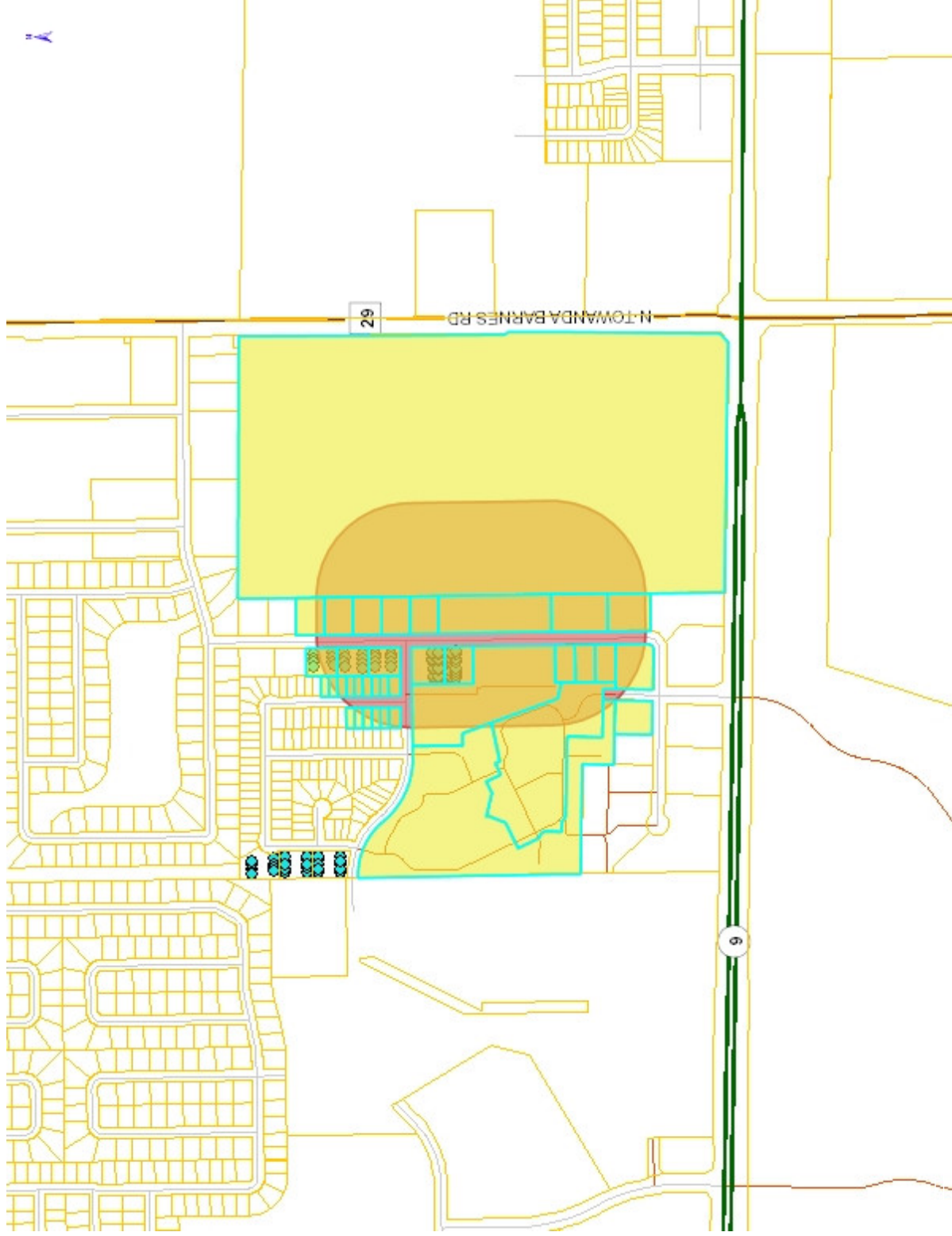
JOHN WILLIAMS
1122 RADER RUN
BLOOMINGTON IL 617046338

ADAM & JAMIE MULLINS
1107 WANDA WAY
BLOOMINGTON IL 617046364

APARNA RUSTAGI
1102 Wanda Way
Bloomington IL 617046364



MAP IDENTIFYING PARCELS FOR PUBLIC NOTIFICATION



- Legend**
- Parcels
 - Condo_Improve
 - Interstates
 - US_Highways
 - State_Highways
 - County_Highways
 - County_Rd
 - PAVED
 - UNPAVED
 - City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
 - Railroad
 - County

Notes

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0 0.20 0.4 Miles

1: 12,782

Printed: 5/29/2013 11:43:48 AM

From: Roxann <friskyfriday@yahoo.com>
To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>

Date: Wednesday, May 15, 2013 01:24PM
Subject: Apts on Ekstam

Mr. Woolard

This email is in reference to the zoning meetings taking place this afternoon regarding rezoning the East side of Ekstam for more apartments. I (we) speak for ourselves and those unable to attend due to work conflicts. Three pm is not a very appropriate time for a public meeting when the public works although I could see where that might benefit the builders. We Do NOT want these apartments. We were told at last meeting for apartments being built now that there would be six additional units we have since learned eight are actually being built. We have complained daily due to parking in no parking zones and city not enforcing it making both Ekstam and Cornelius one way roads at various times of the day. Also rezoning and apts were declined on Pamela due to too fast growth in area and traffic congestion. So why when Ekstam connects to Pamela is it okay to build them on Ekstam? We don't even have all 8 units up and running yet so there is no way traffic can be projected at this point not to mention schools are overloaded and cannot handle surplus of children. Speaking of children they will have to cross Ekstam to get to play area and they are already playing in streets due to the lack of green space. Those of us living in McGraw park subdivision most of which have lived here since ground breaking in 2001-2002 only have the one road out that leads to either Pamela or Gerig. We did not buy these homes with this vision and although this is not your issue we as homeowners have a right to a nice quiet subdivision as does everyone! our subdivision is now a walking track and puppy park for the surrounding apartments mainly because the Cornelius road was never put through as we were told when my children were 2 and 8 and they are now 12 and 19! This area is overpopulated and we want the B1 zoning to remain B1. At the last meeting reference was made that we should be pleased with apts because it could be a truck stop! I personally vote truck stop! It's moving traffic not dwelling families. Victory academy has overflow traffic as do apartments that end up blocking streets and parking in our neighborhood. Enough is enough. The alderman has pictures that have been sent from both Ekstam and Cornelius being clogged with parking in a no parking zone approach victory and see if they would like a extra parking lot since they can't handle it with just theirs. Better yet have Wingover build a park to accommodate the children they have living there as well as add speed bumps so that cars aren't zooming through Cornelius. It's obvious from last meeting they are requesting more apts go in there than even a special permit use allows and I would guess there are too many people as well in the area off of Cornelius. There have been letters, emails and petitions regarding these apts and the reasons we oppose them please see it from our view and not the \$\$\$\$ that the builders see!! Vote no and keep the land B1. Thanks for your time.

Have a great day!
 Roxie

From: Mboka Mwilambwe/Cityblm
To: Roxann <friskyfriday@yahoo.com>
Cc: R.T. Finney/Cityblm@Cityblm, Mark Huber/Cityblm@Cityblm, Mark Woolard/Cityblm@Cityblm

Date: Wednesday, May 15, 2013 11:03AM
Subject: Re: Parking 5/13

Roxie,

No offense taken. It was merely a request for information so I have an idea of the scope of effort that may be needed for enforcement. I just spoke with Chief Finney and Mark Huber and they will continue to monitor the situation and make some calls with the people responsible for the site rather than those driving the trucks. It might yield better results since drivers can change based on the job.

As far as the meeting, I will not be there but I will continue to follow the situation in the event it comes in front of the council. If you or others can not be there, you may send an email to Mark Woolard at mwoolard@cityblm.org.

You and others have raised some important questions, which I understand so far to be:

1. Parking
2. Redistricting
3. Traffic
4. Lack of progress with Cornelius Dr.
5. Length of time you have been dealing with the issue.
6. What makes this project different from the one that was turned down on Pamela?

If I missed anything, please let me know.

Mboka Mwilambwe
Alderman, Ward 3
ward3@cityblm.org
309-530-7664

-----Roxann <friskyfriday@yahoo.com> wrote: -----
To: Mboka Mwilambwe <ward3@cityblm.org>
From: Roxann <friskyfriday@yahoo.com>
Date: 05/15/2013 07:12AM
Subject: Re: Parking 5/13

Mr Mwilambwe

No disrespect but why does it matter when construction is complete? No parking should be

applied to everyone. Its posted by city and should be enforced by city! no one should be above the law. This is just an example of what no parking will be like on Ekstam if they are allowed to build more apartments in the B1 location. I hope you will be at that meeting today representing those of us that cannot be. I truly don't understand why they would be allowed when apartments were declined on Pamela due to traffic and too fast growth and Pamela connects to Ekstam! Something doesn't make sense !

Have a great day!
Roxie

On May 14, 2013, at 11:24 PM, Mboka Mwilambwe <ward3@cityblm.org> wrote:

Thanks for letting us know.

David and Mark, do we know when construction is expected to end on that side?

Mboka Mwilambwe
Alderman, Ward 3
ward3@cityblm.org
309-530-7664

-----Roxann <friskyfriday@yahoo.com> wrote: -----

To: "ward3@cityblm.org" <ward3@cityblm.org>
From: Roxann <friskyfriday@yahoo.com>
Date: 05/13/2013 04:32PM
Subject: Parking 5/13

Didn't last long!! This is after the meeting we had with the owners and city present! It just does tatter and more apts means more of the same !

*** eSafe scanned this email for malicious content ***
*** IMPORTANT: Do not open attachments from unrecognized senders ***

<Image.1368592076240.jpg>

Have a great day!

Roxie

5-15-2013

To the Zoning Board of Appeals:

I am Oscar Witherspoon I live at 1112 Rader Run in Bloomington. This letter is a request to Oppose any construction of Multi-family apartment buildings, and to allow a variance from the Zoning Ordinance to increase the maximum allowable floor area ratio from 50 Percent to 58 percent. On location 1021, 25, 31, 37 & 41 Ekstam Dr. I have lived in this Neighborhood since 2001. Many families have moved here for many reasons, retiree, raise a family where its quite, safe, and a good Neighborhood to raise a family with children. This Neighborhood works together as a family. The traffic is already bad enough with the new apartments being built. Now Hundman wants to add more and make it worse. These apartments are decreasing the value of our homes. Enough is enough where do it stop. The neighbors here have invested a lot in their homes for them to be decrease in value by building apartments to box us in like a fence with one way out. The answer is simple just say no. The right thing to do is finish Cornelius Dr. to McGraw Park the war promise instead we have to drive over a mile to it our children don't get any benefit from it, but the High School and the other neighborhoods do it in their back yard. Lets just say all of you on this board lived in the same Neighborhood and your homes were worth at least two hundred thousand a piece not to mention how much more you have invested in them and someone wanted to build apartments all around you and some apartments went up, you decided to sell your home only to find out your home had decrease in value your investment is gone. This is what we don't want let them build in the location that's zone for that only you will be creating another ^{problem} for the schools.

Thank

Oscar Witherspoon

To Whom It May Concern:

I could not be in attendance today because of work so I am sending this letter to represent my views of the current rezoning proposal. First off I would like to formally say that I think meetings held at this time are unfair to the public because most citizens today cannot just take off work in the middle of the day to attend. I would ask that you take that into consideration and know that the numbers you see in front of you that are opposed are not the true numbers. We are providing letters and signatures of many that are opposed to the construction of more apartments on the East side of Ekstam. We are opposed for many reasons and I have listed those below.

I would also like to remind you that apartments were recently voted against on Pamela due to increased traffic and the rapid growth of the area. Pamela directly connects to Ekstam and is one of two ways we have to exit the subdivision currently so they will still receive the traffic from these apartments as well.

In reference to the advisory meeting we had last week, I actually take offense to the things that were mentioned in the meeting with the builder, owner and city personnel stating "that we should be pleased it's nice apartments because it could be a truck stop" Frankly I would take the truck stop because it is a constant flow versus dwelling people. These builders and the city are blinded by the \$\$\$\$ signs and not listening to the homeowners that this is affecting.

We already have a parking issue on Ekstam and Cornelius that is NOT enforced by Bloomington Police Department and we specifically asked during the same meeting that construction personnel be told to park elsewhere and yet I take pictures daily of the same workers parking under the no parking signs. These pictures have been presented to our ward 3 alderman as well as BPD and it is obvious by the conversations homeowners have had with officers (stating they won't ticket workers) and the parking we see everyday that this is NOT and NEVER will be enforced. The city has rules to obey yet they only enforced when it's convenient?! Below you will find my reasons to oppose:

- 1) Growth too fast (they are still building the previous six units we fought against)
- 2) Traffic flow issues due to no parking not being enforced
- 3) Schools are overcrowded and our children have been moved three times already
- 4) Too few exits out of our subdivision
- 5) Response time for Fire/Ambulance/Police during emergencies would have to be altered with so many people in this area (Years ago there was a gas leak and homeowners could not enter or exit because of limited access to our subdivision)
- 6) Concerned with increased crime and noise that comes along with so many people in such a small area (Drug dealer arrest and two sex offenders that we know of)

7) Concerned for children's safety with increased traffic flow and they have no place to play now so they are in the streets. This is a big PROBLEM!

To simply put it we have had enough! There are just too many people in this small area and our subdivision has been lost and forgotten in the mix of all the condos, apartments and townhomes. This is not what our subdivision was suppose to be and although you cannot change this nor can we, we can eliminate more people being crammed into an area that is not zoned nor large enough for the units that are being proposed. Before you make a request that this zoning be changed to accommodate these apartments we ask that you consider how you would feel if you were living in our homes with all the current people surrounding you. Our neighborhood is a walking track for the apartments; we used to know the people walking through our neighborhood but not anymore. Many of us bought these homes planning to retire and if you look at the records there are many of us that have lived here since 2001-2002 when the subdivision broke ground. We watched our home values

decrease (ours went from 165,000 - 155,000) as more and more apartments went up when we were told our subdivision would continue out to Empire with Businesses on the front of Empire. We were told that we would have a walking trail and access through Cornelius to McGraw Park. My children were 2 and 8 when we purchased our first home and now they are 12 and 19 and still we have no road through Cornelius or walking trail. It's obvious that the vision when we purchased our homes changed drastically along the way. It's time we say ENOUGH!!! WE DON'T WANT ANYMORE APARTMENTS!!! Please help us stop the zoning change!

If you neglect to acknowledge our wishes and go ahead and approve the zoning change we ask these things:

1. Speed bumps be placed on Ekstam to slow traffic for safety of children and those entering and exiting our subdivision
 2. That Cornelius is completed through so that our subdivision has an alternative exit and does not have to deal with the increased traffic.
 3. That Ekstam will become NO PARKING and it will be enforced ASAP
 4. That you only allow 3 apartments to be placed in that area allowing an additional parking lot on each end for overflow of visiting guests
- Thank you for your time and consideration in this matter

Roxann Marling
3409 Prescher Pt
Bloomington Il 61704
309-275-5929

YAHOO! MAIL

Classic

letter

From: "Lynn Utley" <lutley@gmail.com>

To: trave[with]peg@yahoo.com

Tuesday, May 14, 2013, 10:03 PM

I would like to voice my opinion regarding the rezoning of the area behind Victory Academy. Our area cannot sustain more apartments! Not only is there going to be a problem with the additional traffic and congestion and noise but how can the schools accommodate so many more children? It is said another school is being proposed but that has not been approved so it makes no sense to add additional families to an area already over populated. It is a very small area to have so many apartments. Please do not rezone for apartments!!

Linda Utley
3420 Prescher Pt.
Bloomington, IL 61704

lutley@gmail.com

63 signatures
47 homes

PETITION

Date: 5/5/13

Address of Rezoning Request: East side of Ekstam

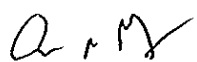
To: Bloomington City Council

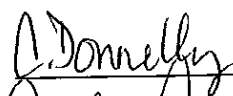
We, the undersigned owners of property affected by the requested zoning change, do hereby protest against any change of the Land Development Code, which would zone the property to any classification other than **B1 BUSINESS**.

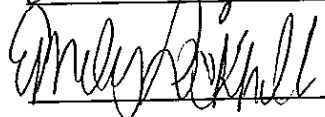
1. Schools cannot handle overflow
2. Traffic/parking is still an issue and will become worse
3. Not enough reasonable exit options from McGraw park subdivision
4. Recent additional apartment units to area already
5. Homeowners of McGraw park do not want them there
6. Would allow more buildings and people in a space than current city code allows
7. Would create slower response time for fire and rescue
8. Safety of children and residents are impacted by limited number of exits & increased traffic on an already busy road.

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature	Printed	Address	Contact #
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	Aaron M. Donnelly	1110 Lockenwitz Ln #2	309-530-2041
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	Cindy Donnelly	1110 Lockenwitz Ln #2	309-530-2040
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	Emily Miller	1112 Lockenwitz #2	217-413-1882
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PETITION

Date: 5/5/13

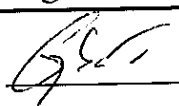
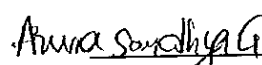
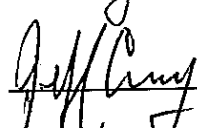
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Signature	Printed	Address	Contact #
	SRINIVAS GARAPATI	1110 LOCKENUTZ LN 4	309-533-3475
	ARUNA SANDHYA G	ARUNA GARAPATI	"
	Janet Curry	3408 Prescher Pl	309-6023758
	A.J. Hinthorn	9 Lavitz Ct	309-319-0445
	Richard H. Hinchey		

~~John E. Bishop Jr~~
~~3404 Prescher Pt~~ 309-663-0677
Rebecca Bishop 3404 Prescher Pt 309-663-0677

~~Theresa L. Sears~~ Theresa L. Sears 4 Zavitz Ct. 309-262-0062

~~Michael Ward~~ Michael Ward 5 Zavitz Ct. 720-244-5016

~~Peggy DeHaven~~ Peggy DeHaven 7 Zavitz Ct. 309-663-1601

~~Shawn DeHaven~~ Shawn DeHaven 7 Zavitz Ct. 309-663-1601

~~Ralph Driver~~ Ralph Driver 11 Zavitz Ct. 309-433-6698

~~Marla Driver~~ Marla Driver 11 Zavitz Ct. 309-262-6341

~~Roxann Harding~~ Roxann Harding 3409 Prescher Pt. 309-275-5929

~~Fred Harding~~ Fred Harding 3409 Prescher Pt. 309-275-5929

~~Kyle Daugherty~~ Kyle Daugherty 8 Zavitz Ct. 309-226-4621

~~Mike Hoback~~ Mike Hoback 3411 Prescher Pt Blm 309-824-7050

~~Laura A. Hoback~~ Laura A. Hoback 3411 Prescher 309-663-7344

~~Risa Thompson~~ Risa Thompson 3413 Prescher Pt 309-310-2780

~~Leigh Hunt~~ Leigh Hunt 1040 Ekstam Dr #201

~~Greg Hunt~~ Greg Hunt Bloomington, IL 217-840-9412

~~Barbara L. Harmon~~ Barbara L. Harmon 3414 Prescher Pt 309-664-7888

~~Brian Rohr~~ Brian Rohr 3405 Prescher Pt 309-433-5774

John Michael Dwyer 3406 Prescher Pt. Blm. 309-663-4621
Gokben Wuderya 3410 Prescher Pt. Blm. 777-526-1164
Nicole West 3419 Prescher Pt. Bloom. 309-824-7910

Brian Hunka 21114 Winkler Way 838 3201
Kay & Bame 3415 Prescher Pt. 309-472-9071
Jeffrey Robinson 6 Zavitz Ct 309-256-6851
Paula Huser 12 Zavitz Ct 309-⁵³³~~248~~-2445
Jacob W. Dizon 12 Zavitz Ct 309-533-2445
Glenn Smiley 3418 Prescher Pt. 309-846-0233
John Burt 3417 Prescher Pt. 309-846-0140
Lynn Utley 3420 Prescher Pt. 309-661-1218
Michael Morton 1114 Radar Run 630-674-8091
Debra DeWitt 1112 Radar Run 309-661-8919
Lily Richmond 3504 Prescher Pt. 663-4842
Rae Sini 3504 Prescher Pt. 309-663-4842
[Signature] 3407 Prescher Pt. 214-807-2250
[Signature] 1105 Hochowitz Ln 309-663-1596

R — 1103 Lockenvitz Lane 309-663-8349

Conrad 1103 Lockenvitz Lane 309-663-8349

Jaimi McKelley 1120 Rader Run 309-310-5139

Rita Ferguson 1122 Wanda Way (309) 645-4955

Daniel Ellers 1107 LOCKENVITZ 309-830-5608

Rebekah Anderson 10 Zaritz (309) 663-9828

flynn 1103 Wanda Way 309-706-1951

Michelle Julian 1103 Wanda Way 309-888-9167

Josh Lutz 3414 Cornelius 309-706-5541

James Morgan 3414 Cornelius Dr 309-212-5642

Susan Ellsworth 1111 Wanda Way 830-1809

Li-Nu ERIC RAUSSEN 1112 Lockvitz #1 847-877-6178

Michelle Jaeger Michelle Jaeger 1112 Lockvitz #4 309-846-2987

~~Angela Browning~~ Angela Browning 1112 Lockvitz #3 (309) 310-7326

~~Angela Browning~~ 1112 Lockvitz #3 708-288-8409

Anthony W. J. 1113 Rinder 309-212-1932

~~Mike Jace~~ 1108 Lockvitz Ave 217 306-0403

Mike Jace 1108 Lockvitz Ln 847-791-3969

Vera L. Wallin VERA L. WALLIN 1040 EKSTAM DR. #103 (309) 664-5203

Catherine G. Milroy Catherine G. Milroy 1040 Ekstam Dr. #104 309-664-5896

Rodney H. Wallin Rodney H. Wallin 1040 Ekstam Dr. #103 309-664-5203

Date: May 5, 2013

Contact Name: Roxann Marling

Phone Number: 309-275-5929

(3)



FOR COUNCIL: June 10, 2013

SUBJECT: Green Building, LLC Property Tax Abatement

RECOMMENDATION/MOTION: That the proposed property tax abatement be approved, the Agreement executed and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 6: Prosperous Downtown Bloomington, Goal 4: Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Goal 6: Prosperous Downtown Bloomington; 6.a: More beautiful, clean Downtown area; 6.b: Downtown Vision and Plan used to guide development, redevelopment and investments; 6.c: Downtown becoming a community and regional destination; 6.d: Healthy adjacent neighborhoods linked to Downtown; 6.e: Preservation of historic buildings. Goal 4: Grow the Local Economy; 4.a: Retention and growth of current local businesses; 4.b: Attraction of new targeted businesses that are the “right” fit for Bloomington; 4.c: Revitalization of older commercial homes; 4.d: Expanded retail businesses; 4.e: Strong working relationship among the City, businesses & economic development organizations.

BACKGROUND: Green Building, LLC is a local development team which has decades of experience in the Bloomington-Normal community. The project in question would rehabilitate an existing structure located at 115 East Monroe in Downtown Bloomington.

This project would serve two primary functions. First, it would serve as a 15-unit residential apartment building for current and prospective residents of the Downtown community; a use that is currently in high demand as rental occupancy sits at 100% (DBA) and businesses are increasing the number of short-term employees working in the Downtown area. Secondly, the project site would serve to provide enhanced retail and restaurant space (2 units) for the commercial sector.

In all, this revitalization project would invest a minimum of \$1.6 million into taxable property in Bloomington and would serve to revitalize an existing structure in the Downtown community, an area highlighted on the Economic Development Target Area Map. In addition to the rehabilitation of an existing structure in a focus area of our community, a few elements of particular interest in regards to this project include its compatible design and occupancy, a synergy with the concepts outlined in the forthcoming Downtown Plan and a focus on environmentally sustainable outcomes.

In order to make the project financially feasible and thus complete the renovation, Green Building is requesting a freeze on real estate taxes owed on the site in question. The freeze, if approved by the taxing bodies, would allow Green Building to pay a portion of the new increment of property tax during each of the five (5) years while the company invests into the site. After the period of five (5) years is over, the company’s taxes will rise to take into account the full value of the new investment. At that point, all taxing bodies would begin to collect the full amount of post-investment taxes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: National Development Council, Economic Development Council for the Bloomington-Normal Area, Downtown Bloomington Association, Bloomington School District 87 Administration, McLean County Illinois Administration, Assessor for the Town of the City of Bloomington, McLean County Chamber of Commerce; in addition to conducting informal meetings and communications with the aforementioned entities, the tax abatement agreement may be considered by the following committee and boards.

Proposed Schedule for Various Committees, Boards and Taxing Bodies

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FINANCIAL IMPACT: According to the National Development Council, which conducted a full financial analysis of the Developers and the project in question (including a three year review of personal and business financial statements), this incentive is necessary in order to make the project financially viable. The company has leveraged existing financial resources and programs, including the Downtown Bloomington Enterprise Zone (a \$92,540 value) and the City of Bloomington Harriet Fuller Rust Façade Grant Program (a \$25,000 value), but a financial gap still exists. As proposed, this arrangement serves to strengthen the projects financial position and by way fill the identified financial gap.

As structured, the proposed property tax abatement agreement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes *plus* an additional increment equal to 76.28592% of the pre-project amount. For example, the City of Bloomington collected \$553.30 in 2011; therefore, in the first year of the tax abatement, the City will collect the pre-project amount of \$553.30 *plus* an additional \$422.09 of the new increment for a total of \$975.39 to be collected by the City. This will occur during each of the five (5) years during the tax abatement agreement. Upon completion of the five (5) year agreement, each taxing body will collect the full amount of taxes under the new assessment. For example, the City of Bloomington will go from collecting \$553.30 in the current year, to \$975.39 during each of the five (5) years under the tax abatement agreement and \$4,556.07 each year following the abatement. (An illustration of the incentive structure is included in the Financial Impact section of this memo.) Again, this approach would allow Green Building to close its financial gap while also maintaining an adequate market return in the initial years of the project.

It is important to note that the amount of abated taxes will vary from taxing body to taxing body, based on the size of each taxing body's specific levy (an estimate of said breakdown is provided

within the Financial Impact section of this memo). As each taxing body will have their own tax abatement agreement, if one or more taxing bodies choose not to participate, this will have no effect whatsoever on taxing bodies that do choose to participate.

The tables below demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel. *Please note that the proposed incentive embraces the goals and objectives outlined in the City of Bloomington's Economic Development Incentive Guideline, as adopted by the City Council in 2012.*

Property Assessment Estimate for Work to be Completed

Table and information provided by the Assessor for the Town of the City of Bloomington.

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TOTAL	\$52,220	\$430,000

Proposed Tax Abatement Agreement & Related Estimates

TAXING BODY	2011 TAX RATE	2011 TAXES COLLECTED	EST. TAXES COLLECTED DURING AGREEMENT (PER YEAR)	EST. ABATEMENT DURING AGREEMENT (PER YEAR)	EST. TAXES COLLECTED AFTER AGREEMENT (PER YEAR)
MCLEAN COUNTY	0.915710	\$478.19	\$842.98	\$3,094.62	\$3,937.55
CITY OF BLOOMINGTON TOWNSHIP	0.143280	\$74.82	\$131.90	\$484.20	\$616.10
CITY OF BLOOMINGTON	1.059550	\$553.30	\$975.39	\$3,580.69	\$4,556.07
B-N WATER RECLAMATION DIST	0.163900	\$85.59	\$150.88	\$553.90	\$704.77
BLM-NRM AIRPORT AUTH	0.154860	\$80.87	\$142.56	\$523.35	\$665.90
CUSD 87 BLOOMINGTON	4.657410	\$2,432.10	\$4,287.44	\$15,739.38	\$20,026.86
CITY OF BLOOMINGTON LIBRARY	0.250730	\$130.93	\$230.81	\$847.32	\$1,078.14
HEARTLAND COMM COLLEGE 540	0.475840	\$248.48	\$438.03	\$1,608.04	\$2,046.11
TOTALS	7.82128	\$4,084.28	\$7,200.00	\$26,431.50	\$33,631.50

VALUE OF ABATEMENT AFTER 5 YEARS: (ASSUMES ALL TAXING BODIES PARTICPATE)	% OF PROJECT COSTS (ASSUMES ALL TAXING BODIES PARTICPATE)
\$132,157.50	8.17%

Proposed Tax Abatement Illustration

TAXING BODY	2011 TAXES	YEAR 1 TAXES	YEAR 2 TAXES	YEAR 3 TAXES	YEAR 4 TAXES	YEAR 5 TAXES	YEAR 6 TAXES
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CITY OF BLOOMINGTON	\$553.30	\$975.39	\$975.39	\$975.39	\$975.39	\$975.39	\$4,556.07
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TOTAL	\$4,084.28	\$7,199.99	\$7,199.99	\$7,199.99	\$7,199.99	\$7,199.99	\$33,631.50

In addition to the 76.28592% increase in property taxes in each of the first five (5) years of the agreement, there are a number of other ways in which this project will be beneficial to the community outside of the capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below. Ultimately, this project will:

- Increase the food and beverage and sales tax revenue generated by the commercial units
- Use local workforce during construction and upon completion of the retail and restaurant sections
- Increase the property value of the affected building and have a positive impact on the surrounding area
- Allow for the expansion of targeted local retail and restaurant owners where leakage exists and by effect increase retail sales and retail sales tax receipts
- Renovate a Downtown Bloomington property that has been in our community for over 100 years; when complete, citizens and local businesses will benefit from enhanced Downtown aesthetics
- Stimulate positive communication between developers, city staff and economic development organizations within our community and open the door for future development opportunities
- Enhance the perception of the Downtown among Bloomington residents
- Be a source of pride for those actively working to improve the Downtown

Respectfully submitted for Council consideration.

Prepared by:

Justine Robinson, Economic Development Coordinator

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Incentive Application Packet
Attachment 2. Responses to Bruce Meeks (resident)

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



ECONOMIC DEVELOPMENT

INCENTIVE APPLICATION

GREEN BUILDING, LLC

115 EAST MONROE, BLOOMINGTON



TABLE OF CONTENTS

INCENTIVE APPLICATION

Staff memo & summary findings.....	3
Scoring sheet.....	8
NDC memo & summary of findings.....	10
Application.....	12
Project map.....	17
Project photo	18
Proof of ownership.....	19
Floor plans.....	20
Sworn statement.....	25
Tax assessment.....	26
Financial worksheets without tax abatement.....	30
Financial worksheets with tax abatement.....	33
Tax abatement agreement.....	36
Tab abatement resolution.....	42

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\$132,157.50	8.17%

Proposed Tax Abatement Illustration

TAXING BODY	2011 TAXES	YEAR 1 TAXES	YEAR 2 TAXES	YEAR 3 TAXES	YEAR 4 TAXES	YEAR 5 TAXES	YEAR 6 TAXES
MCLEAN COUNTY	\$478.19	\$842.98	\$842.98	\$842.98	\$842.98	\$842.98	\$3,937.55
CITY OF BLOOMINGTON TOWNSHIP	\$74.82	\$131.90	\$131.90	\$131.90	\$131.90	\$131.90	\$616.10
CITY OF BLOOMINGTON	\$553.30	\$975.39	\$975.39	\$975.39	\$975.39	\$975.39	\$4,556.07
B-N WATER RECLAMATION DIST	\$85.59	\$150.88	\$150.88	\$150.88	\$150.88	\$150.88	\$704.77
BLM-NRM AIRPORT AUTH	\$80.87	\$142.56	\$142.56	\$142.56	\$142.56	\$142.56	\$665.90
CUSD 87 BLOOMINGTON	\$2,432.10	\$4,287.44	\$4,287.44	\$4,287.44	\$4,287.44	\$4,287.44	\$20,026.86
CITY OF BLOOMINGTON LIBRARY	\$130.93	\$230.81	\$230.81	\$230.81	\$230.81	\$230.81	\$1,078.14
HEARTLAND COMM COLLEGE 540	\$248.48	\$438.03	\$438.03	\$438.03	\$438.03	\$438.03	\$2,046.11
TOTAL	\$4,084.28	\$7,199.99	\$7,199.99	\$7,199.99	\$7,199.99	\$7,199.99	\$33,631.50

In addition to the 76.28592% increase in property taxes in each of the first five (5) years of the agreement, there are a number of other ways in which this project will be beneficial to the community outside of the capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below. Ultimately, this project will:

- Increase the food and beverage and sales tax revenue generated by the commercial units
- Use local workforce during construction and upon completion of the retail and restaurant sections
- Increase the property value of the affected building and have a positive impact on the surrounding area
- Allow for the expansion of targeted local retail and restaurant owners where leakage exists and by effect increase retail sales and retail sales tax receipts
- Renovate a Downtown Bloomington property that has been in our community for over 100 years; when complete, citizens and local businesses will benefit from enhanced Downtown aesthetics
- Stimulate positive communication between developers, city staff and economic development organizations within our community and open the door for future development opportunities
- Enhance the perception of the Downtown among Bloomington residents
- Be a source of pride for those actively working to improve the Downtown

Respectfully submitted for Council consideration.

Prepared by:

Justine Robinson, Economic Development Coordinator

Reviewed by: (name, title)

Financial & Budgetary review by: (finance fill in once reviewed – name, title)

Legal review by: (legal fill in once reviewed – name, title)

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



Tax Abatement Scoring-Real Estate

Applicant Name: Green Building, LLC

Application Date: March 26, 2013

1. Economic need for tax abatement (*Mandatory*).

X

In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$1,616,966, a bank loan of \$993,780 and developer equity of \$84,166, there is a gap of \$539,020 (NDC Memo).

2. Project cost per unit.

40

Up to \$70,000	5 points
\$70,001 to \$90,000	10 points
\$90,001 to \$100,000	20 points
\$100,001 to \$120,000	30 points
\$120,000 +	40 points

3. Rehabilitation, reuse and/or expansion of existing structure(s). (If yes, 2 points)

2

4. Project is in a distressed area or Focus Neighborhood. (If yes, 2 points)

2

5. Project is appropriate and desirable for the area, (i.e. design, density, occupancy). (0-15 points)

15

6. Intended tenant(s)/owner(s).

21-50% of units for HH earning <80% AMI	5 points
>50% of units for HH earning <80% AMI	10 points

0



Tax Abatement Scoring-Real Estate

7. Project is part of a larger, comprehensive revitalization plan sponsored by local government. (2 points)

2

Project coincides with philosophies highlighted in the working draft of the Downtown Bloomington Plan and is also located in an area identified on the Economic Development Target Area Map.

8. Project includes environmental sustainable outcomes. (2 points)

2

Total points

63

SCORING

Score

10 or less points
11 to 20 points
21 to 30 points
31 to 40 points
41 to 50 points

Max. Length of Deduction

1 year
2 years
3 years
4 years
5 years

MEMORANDUM

TO: JUSTINE ROBINSON
FROM: ELIZABETH AU
SUBJECT: 115 EAST MONROE, BLOOMINGTON
DATE: 4/25/2013

DEVELOPMENT ANALYSIS- 115 EAST MONROE

The City of Bloomington Economic Development Department requested the National Development Council (NDC) conduct a review of a proposed development located at 115 East Monroe and review the need for an economic incentive. This memo outlines the assumptions given from the City and the developer and makes observations and recommendations regarding the appropriateness of the subsidy. All information and recommendations are subject to the information and due diligence provided by the City and the developer.

Review of Due Diligence:

- 1) Development Budget: The total development budget, per the developer, is \$1,616,966 with hard costs running at \$1,321,996. The budget submitted by the developer contains most of the items needed to complete the project, however a few observations should be noted. First, the budget currently does not include the permanent lender fees, which include costs for an appraisal, underwriting and/or origination, legal etc which could run in the neighborhood of approximately \$10,000 - \$12,000. Currently the contingency of \$25,000 is relatively low for a rehabilitation of this size. Generally for a rehabilitation project, you want to see a contingency amount of at least 10% - 15% of the hard costs. Finally, there does not appear to be amounts listed for a developer fee or contractor profit. As of now, it appears that they are only covering the contractor's overhead. A developer fee and contractor profit are responsible expenses that can provide a cushion in case things go wrong in the development process. Because the developer and the contractor are the same, it would be reasonable to charge a 10% developer fee and 7% in contractor profit. Given the personal financial position of the developers and that the City will not be making a direct loan into the project, the risk associated with not being able to complete the project is relatively low.
- 2) Financing: The developer submitted a term sheet from Heartland Bank and Trust Company for \$1,200,000 at 4.125% fixed for 6 years and amortized over 20 years. The term sheet is subject to underwriting criteria (at least 80% LTV and 1.20 DCR). Given the NOI on the project (discussed below), the developer could borrow up to \$1,113,127 under the DCR criteria, however the total loan amount is still subject to the both ratios. The bank representative indicated that cap rates for downtown rental properties are running at between 7% - 8%, meaning that the property will most likely appraise at \$1,242,225 and with a LTV of 80%, the maximum loan amount would be \$993,780.
- 3) Pro forma: The development will contain four efficiency units at \$600.00 per month, three 1-bedroom units at \$850.00 per month and six 2-bedroom units at \$1,000 per month, and two 2-bedroom deluxe units at \$1,500 per month. The development will contain two

commercial spaces renting for approximately \$1 sq/ft bringing in additional income of \$2,900 per month. Vacancy and credit loss is estimated at 3%. Expenses were estimated at \$91,584 which includes \$34,000 in taxes, \$4,800 for insurance, \$12,132 management expenses, \$300 for advertising, \$792 for legal expenses, \$12,000 for maintenance, \$1,200 for utilities, \$4,200 for replacement reserves and \$2,292 for miscellaneous expenses. The development has a Net Operating Income of \$99,378. With a loan of \$1,200,000, cash flow to the developer is \$10,100. Generally, developers look for a return their investment of between 12%-15%, meaning that with cash flow of \$10,100 with a 12% return, they would be expected to provide \$84,166 in equity.

- 4) **Developer Financial Strength:** The financial strength of the developer is important for a few reasons. The first is that you want to ensure that they have the ability to cover any cost overruns in the construction phase, but also to cover any deficits in the operation phase. The developers, Mr. Robert Vericella and Mr. Fred Wollrab are undertaking this development jointly. In reviewing the financial strength of the developers, personal financial statements and three years of tax returns were reviewed. Between the two, there was sufficient liquidity in assets to cover cost over runs during the development process. It also appears that both individuals own several rental properties that generate income and cash flow, a few of which are owned free and clear.

Analysis:

In analyzing the financial viability of the development, there does appear to be a financing gap. With a total development budget of \$1,616,966, a bank loan of \$993,780 and developer equity of \$84,166, there is a gap of \$539,020.

Recommendations:

The City of Bloomington has a few options to help incentivize the development. The City can choose to reduce the development budget in a few ways, therefore reducing the financing gap. First, the City has applied for and received an Enterprise Zone designation which saves the developers approximately 7% (or \$92,540) the hard costs on the development budget, reducing the development gap to \$446,480. Further, the developers have already received a \$25,000 façade grant from the City that reduces the gap further to \$421,480. Finally, the City could also waive or reduce the permitting and review fees of \$18,005, meaning the gap would drop to \$403,475.

The second way the City can incentivize the development is to increase the cash flow, thereby increasing the developer's return and the ability of the property to support more private debt. By reducing the property taxes and thus the operating expenses, the City can increase the cash flow to the developer from \$10,100 to \$36,896 in the first year of operation. By reducing the property taxes to \$7,200, maintaining a 3% increase for five years, the developer will be able to maintain an adequate market return in the initial years of the project (starting at 12%). Additionally, with the increased cash flow, the equity the developer would be willing to contribute will also increase to \$307,467. The reduced taxes will also allow the bank to provide more debt. With a new NOI of \$126,174, that would allow private debt of \$1,261,240, meaning that the gap should be eliminated with a total funding available of \$1,568,707. The City will be able to increase the taxes to the full amount of approximately \$34,000 in year 6 which will cause the developer return to drop to 10%, however the following year, the developers will be back to 12%.



Residential Tax Abatement Application

I. Taxpayer Information

Name of Taxpayer Seeking Abatement: Green Building LLC

Mailing Address: 125 S Bellemont, Bloomington, IL 61701

Name of authorized to represent taxpayer making application: Robert J Vericella

Address of Authorized representative: 125 S Bellemont, Bloomington, IL 61701

Telephone & Fax number of authorized representative: 309-275-4331

Provide or attach brief description of the Taxpayer's organization and operations, including history, previous development projects, experience and growth.

RJV Properties, LLC – www.rjvproperties.com

Fred Woolrab Properties – www.fredwoollrab.com

Both develop numerous existing & new construction developments.

Project Profile

Provide an estimated project schedule including (when applicable):

- Closing of purchase: 01/30/2009
- Permitting: 05/01/2013
- Environmental Assessment and/or Remediation of Activities: N/A
- Construction Start: 05/01/2013
- Construction Completion: 06/01/2014
- Occupancy of facilities: 15 units residential/2 units commercial
- Other pertinent dates, as appropriate: N/A

Sponsor/Developer: Green Building LLC

Project Street Address: 115 E Monroe

City, State & Zip Code: Bloomington, IL 61701

County: McLean

Project type (Commercial Real Estate, Business, Equipment): Mixed use



Residential Tax Abatement Application

Sq. ft. of project: 18,816

Total Project Cost/Investment: \$1,616,966.57

Total Abatement Requested: \$400,000.00

11 Digit Census Tract Code: Parcel ID: 21-04-194-006

Please provide a narrative that describes the project in specific detail:

Construct is apartment lofts in an existing building. Tuck point building, change windows, install new ingress/egress. All new mechanicals, new elevator. See attached floor plans.

How is the property currently being used and what is the condition of the property?

The property is only occupied on the first level and is rented to a commercial tenant. The upper levels are vacant.

Please provide a description of the residential units being developed, including a description, either sales price or rent information and expenses. Please also provide a pro forma.

4 - studios, 6 – 2 bedroom units, 3 – 1 bedroom units, 2 – deluxe 2 bedroom

Will the project require additional municipal services or facilities? Yes: _____ No: X

If yes, please explain: N/A

II. For Projects seeking tax abatement for Real Estate development

Development Team

Please list all of members of the development team, their contact information and their role in the development process. If more than four members are on the team, please attach the additional contact information separately.

Name: Bob Vericella

Address: 125 S Bellemont, Bloomington, IL 61701

Phone Number: 309-275-4331

Fax Number: 309-454-8678

Email: vrcele2@msn.com

Role: Day to day operations (General contractor)



Residential Tax Abatement Application

Name: Fred Wollrab
Address: 107 Hilltop, Bloomington, IL 61701
Phone Number: 309-830-3808
Fax Number: N/A
Email: fred@fredwollrab.com
Role: General contractor/designer

Describe the development team and its capacity to successfully complete the project:

Bob & Fred have completed many developments in Bloomington. We have financing in place. We know & have experience remodeling old structures. We work on projects daily as our main job day to day. We have many regular subcontractors that work for us on a regular basis. We have all needed skills, equipment, know how, resources & background to complete this job as all others we do.

What physical changes will be made to develop or rehabilitate the property and how will the subject property be used?

- New windows
- Tuck point brick
- Rehabilitation of brick & stone
- 15 residential units
- 2 commercial units

Total Investment for real estate component of project: \$225,000.00

Attach a detailed project cost estimate including, but not limited to:

- Purchase of real estate and improvements: \$1,841,966.57
- Site preparation: See attached sworn statement
- Demolition : See attached sworn statement
- Construction of new structures: See attached sworn statement
- Infrastructure improvements: See attached sworn statement
- Architecture & Engineering fees: See attached sworn statement
- Development Fees: See attached sworn statement
- Other fees or costs, when applicable: See attached sworn statement



Residential Tax Abatement Application

III. Determination of need for incentive

Please describe whether the project could move forward or not without the existence of the incentive.

The project will not work without an incentive, there is not enough return on investment. We cannot afford to self-finance otherwise it might work. With conventional financing it won't work.

IV. Occupancy Information

Is this an owner-occupied, renter-occupied or mixed tenancy project?

- ☐ Owner-occupied
- ☒ Renter-occupied
- ☐ Mixed tenancy

Describe the intended or targeted market for this project. (i.e. household size, income levels, tenant mix, special needs, etc.)

Commercial – (1) restaurant, (2) retail usage

Residential – Young professionals, couples, singles. No students. Mature people with stable income.

If owner-occupied housing, identify the targeted sale price(s).

N/A

If renter-occupied, identify the targeted rental rate(s).

- Studio - \$600
- 1 bed - \$850
- 2 bed - \$1,000
- Deluxe 2 bed - \$1,500
- Retail - \$900
- Restaurant - \$2,000



Residential Tax Abatement Application

V. Community Impact

Is this project part of a larger, comprehensive revitalization plan (or draft thereof) sponsored by local government planners and/or local economic development groups? Yes: X No:

If yes, please describe how the project is related to the plan and if the project is one of the first undertaken.

The plan is to revitalize Downtown Bloomington. This will help growth needed to make that happen. The more people living Downtown the better off retail is as well as tax base. There have been other projects Downtown that have received TIFF or other incentives.

Does the project create environmental sustainable outcomes through green building concepts, location near mass transit, adaptive reuse of existing building or materials, etc.? Yes: X No:

If yes, explain:

We are taking an existing building that has been empty for many years and converting it into living spaces as well as retail.

If applicable, will the building be LEED certified? Yes: No: X

If yes, certification level: N/A

Application completed by: Robert J Vericella

Project Role: Owner/Project Manager/General Contractor/Developer

Contact Information: vrcele2@msn.com 309-275-4331

Date Completed: 3/26/2013

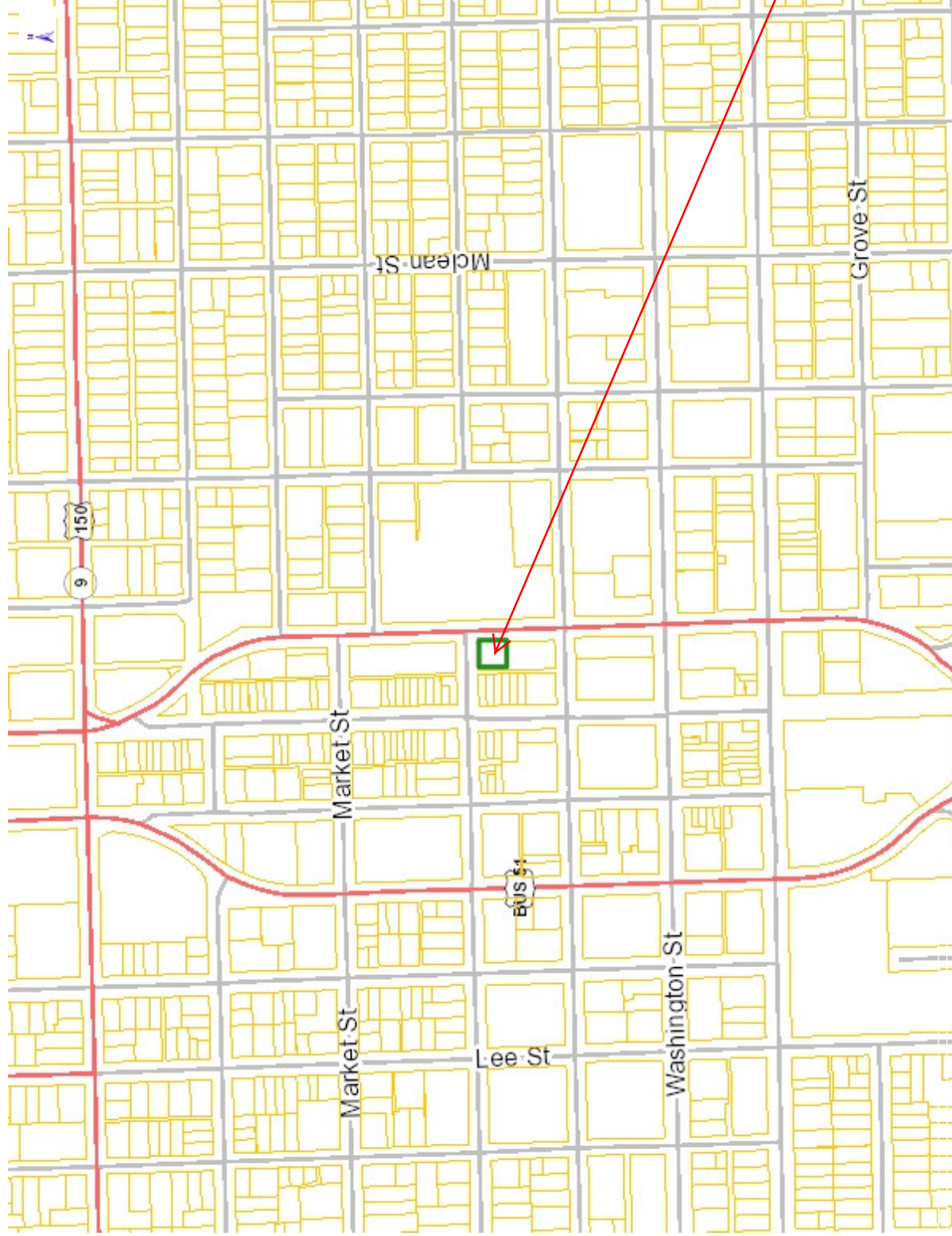


McLean County Regional GIS Consortium



Legend

- Parcels
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
- City_Streets
- ALLEY
- CITY_ARTERIAL
- CITY_COLLECTOR
- CITY_STREET
- PRIVATE_STREET
- Railroad
- County



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1: 7,481

Notes

115 E Monroe, Bloomington



Assessment Data

[Ownership History](#)
[Assessment History](#)
[Permit History](#)
[Property Characteristics](#)
[Picture](#)
[New Search](#)
[Home](#)

ID: **43 21-04-194-006**
 Name: **WOLLRAB, FRED**
 Address 1:
 Address 2: **107 HILLTOP**
 City, St., Zip: **BLOOMINGTON , IL , 61701**

Prop. Address	115 E MONROE		
Sale Date	1/30/2009	Adjustment	0
Sale Price	1387231	Adj. Sales Price	1387231
Updated	1/7/2013 2	Adj. Ratio	62.52
Use Code	C 0060	Flag	7b
School Dis	087	Financing	1
Tax Code	4001	Sale Use	7
Current Tax Rate	0.0782128	Document	09/3513
Current EAV	50657	Deed	12/33084
NH	100	Previous SD	N/A
Assmt Year	2012 S/A	Previous SP	0
Land	18297	Previous Ratio	0
Farmland	0	Homestead	0
Building	32360	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	50657	HIE	N/A 0
Permit Date	1/12/1999	Permit Number	BC990003
Permit Amount	2100	Permit For	10X14 OFFICE
Comment	1/7/13-QC-Deed		
Reason for change	COMMERCIAL REVALUATION		
Legal	SUBN L1, 2, 3, 4, 5 & 6 - ORIGINAL TOWN L1, 4, 5 & 8		

Reports

Residential Assessment Comparables

Submit

View Current Tax Bill

View Map

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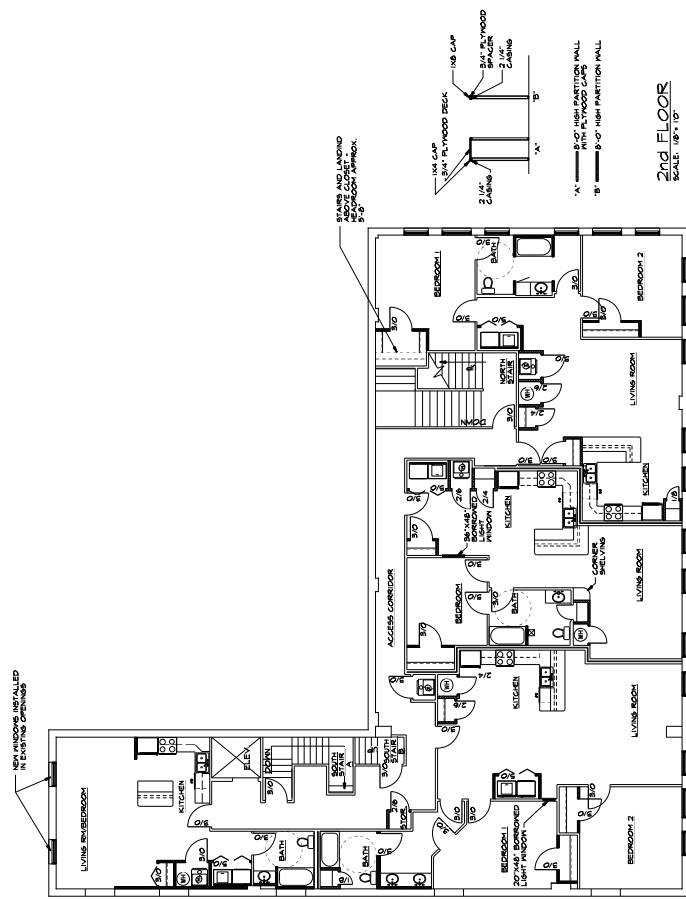


SEAL, DATE: 11/30/2014
ILLINOIS • 001-014911 EXP. 11/30/2014
WISCONSIN • 0233 EXP. 7/31/2014
GARY BONNELL, ARCHITECT
16205 N. 3300 East Road
16205 N. 3300 East Road
Coffax, ILLINOIS 61728-9634
PHONE (309) 310-4767
EMAIL: gbonnell@earthlink.net



THE MONROE ST. FLATS
115 E. MONROE ST.
BLOOMINGTON, IL 61701

DATE:	REVISIONS:	DRAWN BY:	REVIEWED BY:	SHEET:
				A-2



2/5/2013

SWORN STATEMENT

Name and address	Kind of work	Amount of contract	Retention	Net Previously Paid	Net Amount This Payment	Balance to complete
City Of Bloomington	Permit Fees	\$ 3,500.00				\$ 3,500.00
BHWRD	Water reclamation permit	\$ 45,000.00				\$ 45,000.00
City Of Bloomington	Engineering permit / water meters	\$ 6,835.00				\$ 6,835.00
Bonnell Arch.	Blue prints	\$ 17,000.00				\$ 17,000.00
City Of Bloomington	Plan review	\$ 2,520.00				\$ 2,520.00
City Of Bloomington	Parking permits	\$ 650.00				\$ 650.00
Copy Shop	Copy/ printing allowance	\$ 900.00				\$ 900.00
As Needed	Engineering/Surveys	\$ 6,500.00				\$ 6,500.00
Ameren	Temporary electric	\$ 1,500.00				\$ 1,500.00
RJV Construction	Temp lighting	\$ 650.00				\$ 650.00
SOS Plumbing / Capodice Excv.	Water service allowance	\$ 15,000.00				\$ 15,000.00
City Of Bloomington	Street repair	\$ 3,500.00				\$ 3,500.00
Wilcox Electric	Electric service	\$ 19,500.00				\$ 19,500.00
Clear Stone Const./ RJV Construction	Elevation design	\$ 1,650.00				\$ 1,650.00
Nitor gas	Gas service 1st floor (commercial)	\$ 2,500.00				\$ 2,500.00
Heritage machine / Fabrication	Site signage	\$ 525.00				\$ 525.00
RJV Construction	Site work	\$ 5,000.00				\$ 5,000.00
RJV Construction	Demolition	\$ 24,480.00				\$ 24,480.00
RJV Construction	Furniture and appliance moving	\$ 3,500.00				\$ 3,500.00
RP Lumber	Framing materials	\$ 75,000.00				\$ 75,000.00
Feeney Homes	Framing labor	\$ 52,000.00				\$ 52,000.00
Halley Crane	Crane usage	\$ 8,000.00				\$ 8,000.00
Precision Fabrication	Steel beams	\$ 5,000.00				\$ 5,000.00
RP Lumber	Steel posts	\$ 750.00				\$ 750.00
Fastenal	Fasteners	\$ 1,750.00				\$ 1,750.00
RJV Construction/ Woodford window & door/ Windows, doors, & more inc.	Windows labor & material	\$ 69,607.00				\$ 69,607.00
Liberty Glass	Lobby Doors	\$ 7,500.00				\$ 7,500.00
Liberty Glass	Exterior doors	\$ 6,000.00				\$ 6,000.00
Liberty Glass	Exterior door labor	\$ 5,500.00				\$ 5,500.00
H&O Roofing	Cooping on roof parapet wall	\$ 9,500.00				\$ 9,500.00
RJV Construction	Front canopies	\$ 3,600.00				\$ 3,600.00
RJV Construction	Exterior Finish	\$ 5,500.00				\$ 5,500.00
RJV Construction	Exterior labor	\$ 6,500.00				\$ 6,500.00
Garneau Construction	Brick Work	\$ 56,400.00				\$ 56,400.00
RJV Construction/ Garneau Const.	Door for parking garage	\$ 12,500.00				\$ 12,500.00
Air Tec HVAC	Hvac	\$ 97,200.00				\$ 97,200.00
SOS Plumbing	Plumbing	\$ 82,243.00				\$ 82,243.00
Prairie Sprinkler	Sprinkler allowance	\$ 67,646.00				\$ 67,646.00
Holtz Supply	Fixtures	\$ 14,900.00				\$ 14,900.00
Wilcox Electric	Electrical	\$ 88,225.00				\$ 88,225.00
Wilcox Electric	Low voltage (intercom)	\$ 10,600.00				\$ 10,600.00
Lowe's	Lighting	\$ 14,900.00				\$ 14,900.00
Wilcox Electric	Elevator Electrical	\$ 3,500.00				\$ 3,500.00
Wilcox Electric	Exterior Lighting	\$ 4,500.00				\$ 4,500.00
U.S. Insulation	Insulation	\$ 33,894.00				\$ 33,894.00
Kone Elevator	Elevator	\$ 96,000.00				\$ 96,000.00
RJV Construction	Drywall	\$ 72,864.00				\$ 72,864.00
RJV Construction	Painting	\$ 59,500.00				\$ 59,500.00
RJV Construction	Exterior painting	\$ 6,500.00				\$ 6,500.00
Lowe's	Hardware	\$ 6,400.00				\$ 6,400.00
RJV Construction	Flooring	\$ -				\$ -
RJV Construction	Subfloor repair	\$ 3,500.00				\$ 3,500.00
RJV Construction	Tile	\$ 19,500.00				\$ 19,500.00
RJV Construction	Hardwood	\$ 24,068.00				\$ 24,068.00
RJV Construction	Stair treads	\$ 6,500.00				\$ 6,500.00
Occum Cabinets	Kitchen Cab	\$ 42,500.00				\$ 42,500.00
Heartland Granite	Counter top	\$ 22,500.00				\$ 22,500.00
RJV Construction	Delivery	\$ 1,450.00				\$ 1,450.00
Wilcox Electric	Microwave/hood installation	\$ 1,500.00				\$ 1,500.00
Occum Cabinets / Heartland granite	Bath vanity & tops	\$ 9,750.00				\$ 9,750.00
RP Lumber	Trim Pack	\$ 61,500.00				\$ 61,500.00
RJV Construction	Trim labor	\$ 34,500.00				\$ 34,500.00
RJV Construction	Closet systems	\$ 5,000.00				\$ 5,000.00
Lowe's	Mirrors and shower doors	\$ 1,750.00				\$ 1,750.00
RJV Construction	Punch-out items	\$ 6,000.00				\$ 6,000.00
RJV Construction	Rough cleaning	\$ 4,500.00				\$ 4,500.00
Midstate gutter	gutters	\$ 1,500.00				\$ 1,500.00
Lowe's	Appliances	\$ 37,500.00				\$ 37,500.00
RJV Construction	Cleaning	\$ 8,000.00				\$ 8,000.00
Contracting services & disposal	Disposal	\$ 16,000.00				\$ 16,000.00
Midwest rentals	Lift rental	\$ 11,000.00				\$ 11,000.00
Green building LLC	Interest / Carrying costs	\$ 47,500.00				\$ 47,500.00
Miller Dredge Insurance	Insurance	\$ 4,500.00				\$ 4,500.00
Ameren	Temporary utilities	\$ 4,750.00				\$ 4,750.00
RJV Construction	Miscellaneous soft costs	\$ 25,000.00				\$ 25,000.00
RJV Construction	Front Stair case allowance	\$ 36,500.00				\$ 36,500.00
RJV Construction	Entry from East St. to lobby	\$ 19,500.00				\$ 19,500.00
	Subtotal cost	\$ 1,600,967.00				\$ 1,600,967.00
RJV Construction	Construction overhead Fee 1%	\$ 16,009.67				\$ 16,009.67
	TOTAL	\$ 1,616,966.67		\$ -		

Job Total	\$ 1,616,966.67
Work completed to date	\$ -
Loss % retained	\$ -
Net amount earned	\$ -
Net previously paid	\$ -
Net amount of this print	\$ -
Balance to become due	\$ -

Amount of original contract \$ 1,616,966.67
 Extras to contract
 Total contract and extras
 Adjusted total contract

TOWN OF THE CITY OF BLOOMINGTON

Michael Ireland, C.A.E., Assessor

607 S Gridley, Ste A

Bloomington, Illinois 61701

Telephone 309/828-6016

Fax 309-829-0663

mwi@assessor-blm.com

MEMORANDUM

To: Fred Wollrab & Robert Vericella
From: Michael Ireland
Date: December 22, 2011
Subject: Property Assessment estimate for work to be completed

I have review the information on the current assessment records at the below referenced property.
The current assessments are as follows:

115 E Monroe	2011 Assessment	New Assessment
	21-04-194-006	@ Completion of work 2013
Land	\$18,861	\$18,861
Improvements	\$33,359	\$411,139
Total	\$52,220	\$430,000

The table above reflects the estimated value of the property located at 115 E Monroe, Bloomington IL after the completion of proposed improvements converting the improvements into a multi-unit rental property with a commercial/retail space on the ground floor. The estimate is based on the income and expense prospectus attached and supplied by the developers, Fred Wollrab, and Robert Vericella. Because the prospectus includes a Reserve for Replacement of \$10,000 annually the capitalization rate was reduce from 10% to 9.25% as this reduces risk and thus reduces the capitalization rate increasing the value estimate on the assumption this funds would be transferred upon sale to covered repair and replacement of short-life items, e.g. roof, carpet, HVAC, etc. This amount is above the normal repair & maintenance cost needed annually to keep property rented and occupied.

It is my opinion that the earliest this value change would occur on the tax roll would be the 2013 tax year, payable in the spring of 2014. The estimated increment in assessed value is 8 times more than the current assessment. Using 2010 tax rates when fully assessed the taxes on this property would change from the current \$4,069.88 to \$33,512.95.

Estimates of rental units are based primarily on capitalized income streams in conjunction with the proposed improvements that would support the project income. The ratio of expenses gross income falls within normal industry standards expectations if not slightly on the high end. The value test reflects a debt coverage ratio of 1.76 meaning the Net Operating Income is 76% higher than the annualized debt service. The owner has indicated they can obtain financing at a 5% interest rate. The anticipated return to the equity position is 16% more than an adequate amount to attract an investor, where 12% is usually an acceptable amount seen in this type of real estate investment. Any changes to the debt to equity investment criteria would have an impact on the capitalization rate used in this analysis and may cause the value estimate to be revised.

Feel free to contact me with any questions.

Michael Ireland, CAE

Assessor

Valuation Analysis

Prepared By: Michael Ireland
Analysis Date: 04.25.2013
Property Address: 115 E Monroe
Square Foot Area: 32,384

Unit	Income	Calculation Method	# Units or SF Size	Annual	% of PGI
Effeciency	\$600.00	\$/Mo.	4	\$28,800	14.2%
1 Bedroom	\$850.00	\$/Mo.	3	\$30,600	15.1%
2 Bedroom	\$1,000.00	\$/Mo.	6	\$72,000	35.6%
1st Floor Retail	\$2,900.00	\$/Mo.	1	\$34,800	17.2%
2 Bedroom Deluxe	\$1,500.00	\$/Mo.	2	\$36,000	17.8%

Potential Gross Income (PGI):			\$202,200	100.0%
Vacancy and Collection Loss:	<u>5.50%</u>		\$11,121	
Other Income:				
Effective Gross Income (EGI):			\$191,079	94.5%

Expenses	Amount \$ or %	Calculation Method	Annual	\$/SF
Insurance	\$4,800	Lump Sum	\$4,800	\$0.15
Legal	\$800.00	Lump Sum	\$800	\$0.02
Repairs & Maintenance	\$12,000.00	Lump Sum	\$12,000	\$0.37
Utilities/Water	\$400.00	Lump Sum	\$400	\$0.01
Utilities/Electric	\$2,400.00	Lump Sum	\$2,400	\$0.07
Advertising	\$1,200.00	Lump Sum	\$1,200	\$0.04
Trash Removal	\$4,800.00	Lump Sum	\$4,800	\$0.15
Management	8%	% of EGI	\$15,286	\$0.47
Reserves	\$10,000.00	Lump Sum	\$10,000	\$0.31

Total Expenses:	\$51,686	\$1.60
Expense Ratio (Expenses/EGI):	27.0%	
Reimbursable Expenses:		

Net Operating Income (NOI):	\$139,393	\$4.30
Capitalization Rate:	9.50%	
Value:	\$1,467,291	\$45.31
Rounded:	\$1,053,000	\$32.52

Capitalization Rate Tools

Mortgage Equity Analysis					
Mortgage Constant*		Loan Ratio		Contributions	
0.073542	x	80.0%	=	5.88%	
Equity Yield Rate		Equity Ratio			
12.00%	x	20%	=	2.40%	
				8.28%	
Less Equity Buildup:					
Loan ratio x percent paid off* x sinking fund factor (SFF)					
80.0%	x	17.87%	x	0.15741	= -2.25%
Adjustment for Depreciation or Appreciation:					
Plus depreciation (or minus appreciation) x SFF					
		0.0%	x	0.15741	= 0.00%
Capitalization Rate				=	6.03%

Debt Coverage Ratio Analysis					
Debt Coverage Ratio x Loan to Value Ratio x Mortgage Constant**					
1.2	x	80.0%	x	0.07354	= 0.07060
Capitalization Rate				=	7.06%

* Investment Holding Period:	5				
** Mortgage Constant Variables:	Rate:	4.13%	Term:	20	

Value Tests

Measure		Notes
Net Operating Income	\$139,393	Before debt income from valuation analysis.
Debt Service	(\$86,326)	Debt service calculated from Mortgage Equity Analysis above and indicated value.
Debt Coverage Ratio	1.61	This is the amount that NOI exceeds debt. In this case, the ratio is greater than 1.2, which is generally considered reasonable by most lenders, depending on the risk characteristics of the property.
Equity Dividend	\$53,066 18.1%	This is the annual return on the amount invested. The total return may be higher or lower, depending on appreciation and mortgage paydown. In this case, the rate is greater than 10%, which is often adequate to motivate an investor.

115 Monroe

Unit Type	Rent Amount	Number of Units	Res Vacancy	Rate	Com Vacancy	Rate
Efficiency	\$ 600.00	4	Year 1	3%	Year 1	3%
1 Bedroom	\$ 850.00	3	Year 2	3%	Year 2	3%
2 Bedroom	\$ 1,000.00	6	Stabilized	3%	Stabilized	3%
2 Bedroom Deluxe	\$ 1,500.00	2				
4 Bedroom	\$ -	0				
Total	\$ 3,950.00	15	Loan Amt	Rate	Amortization	Debt Service
			\$ 1,113,127.00	4%	20	(\$82,814.98)
			\$ 84,166.00	-	0	0
Gross Residential Rent	\$ 167,400.00		Developer EQ			
Commercial Space	Mo. Rent Amount					
2	\$ 2,900.00					
			Tenant Contributions	Lease Sq Ft.	Amt per Sq Ft	Inc
Gross Commercial Rent	\$ 69,600.00		Total		\$ -	3%
Operating Expenses	Monthly Amount	Annual Amount	Additional Income	Per Month	Inc	
Taxes/Real Estate	\$ 2,833.00	\$ 33,996.00			2%	
Insurance	\$ 400.00	\$ 4,800.00	Total	\$ -		
Management Fee	\$ 1,011.00	\$ 12,132.00				
Advertising	\$ 50.00	\$ 600.00	Inc	Rate		
Legal & License	\$ 66.00	\$ 792.00	Residential Rent	3%		
Maintenance	\$ 1,000.00	\$ 12,000.00	Commercial Rent	3%		
Utilities	\$ 100.00	\$ 1,200.00	Operating Expenses	3%		
Miscellaneous	\$ 166.00	\$ 1,992.00				
Total	\$ 5,626.00	\$ 67,512.00				
Reserves	Per Unit/Per Month	Annual Amount				
Replacements	\$ 350.00	63000				

115 East Monroe

PRE-TAX CASH FLOW

Revenues

	1	2	3	4	5	6	7	8	9	10
Gross Residential Rent	167,400	172,422	177,595	182,922	188,410	194,062	199,884	205,881	212,057	218,419
+Other Income	0	0	0	0	0	0	0	0	0	0
- <u>Residential Vacancy</u>	<u>5,022</u>	<u>5,173</u>	<u>5,328</u>	<u>5,488</u>	<u>5,652</u>	<u>5,822</u>	<u>5,997</u>	<u>6,176</u>	<u>6,362</u>	<u>6,553</u>
= Residential Income	162,378	167,249	172,267	177,435	182,758	188,241	193,888	199,704	205,696	211,866
 Gross Commercial Rent	69,600	71,688	73,839	76,054	78,335	80,685	83,106	85,599	88,167	90,812
+ <u>Tenant Contributions</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
= Commercial Rent	69,600	71,688	73,839	76,054	78,335	80,685	83,106	85,599	88,167	90,812
- <u>Commercial Vacancy</u>	<u>2,088</u>	<u>2,151</u>	<u>2,215</u>	<u>2,282</u>	<u>2,350</u>	<u>2,421</u>	<u>2,493</u>	<u>2,568</u>	<u>2,645</u>	<u>2,724</u>
=Commercial Income	67,512	69,537	71,623	73,772	75,985	78,265	80,613	83,031	85,522	88,088
 = Effective Gross Income	229,890	236,787	243,890	251,207	258,743	266,506	274,501	282,736	291,218	299,954

Operating Expenses

Taxes/Real Estate	33,996	35,016	36,066	37,148	38,263	39,411	40,593	41,811	43,065	44,357
Insurance	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
Management Fee	12,132	12,496	12,871	13,257	13,655	14,064	14,486	14,921	15,368	15,830
Advertising	600	618	637	656	675	696	716	738	760	783
Legal & License	792	816	840	865	891	918	946	974	1,003	1,033
Maintenance	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657
Utilities	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
<u>Misc</u>	<u>1,992</u>	<u>2,052</u>	<u>2,113</u>	<u>2,177</u>	<u>2,242</u>	<u>2,309</u>	<u>2,379</u>	<u>2,450</u>	<u>2,523</u>	<u>2,599</u>
= Total Operating Expenses	67,512	69,537	71,623	73,772	75,985	78,265	80,613	83,031	85,522	88,088
- Transfer to Reserves	63,000	64,890	66,837	68,842	70,907	73,034	75,225	77,482	79,807	82,201
= Net Operating Income	99,378	102,359	105,430	108,593	111,851	115,206	118,663	122,222	125,889	129,666
 - Debt Service (p+i) bank	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)
- Other Debt Service (p+i)	0	0	0	0	0	0	0	0	0	0
Total Debt Service	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)	(82,815)
= Cash Flow	16,563	19,544	22,615	25,778	29,036	32,391	35,848	39,407	43,074	46,851
Debt Coverage Ratio-Bank Loan	1.20	1.24	1.27	1.31	1.35	1.39	1.43	1.48	1.52	1.57
Cash on Cash (e=CF/EQ)	0.20	0.23	0.27	0.31	0.34	0.38	0.43	0.47	0.51	0.56

Development Budget								
ITEM	COST	% TOTAL	Depreciable	Amortize	Non-Depr.	Historic RTC	LIHTC 4%	LIHTC 9%
ACQUISITION								
Build Acquisition	0	0.00%	0				0	
Land Acquisition	0	0.00%			0			
SITE IMPROVEMENTS								
Demolition	24,480	1.51%	24,480			24,480	24,480	24,480
On-Site Imp.	5,000	0.31%	5,000				5,000	5,000
Off-Site Imp.	3,500	0.22%			3,500			
CONSTRUCTION								
Rehabilitation	1,321,996	81.76%	1,321,996			1,321,996	1,321,996	1,321,996
New Construction	0	0.00%	0				0	0
General Requirements	0	0.00%	0			0	0	0
Contractor Overhead	16,010	0.99%	16,010			16,010	16,010	16,010
Contractor Profit	0	0.00%	0			0	0	0
P & P Bond or LOC	0	0.00%	0			0	0	0
Contingency	25,000	1.55%	25,000			25,000	25,000	25,000
Permits & Impact Fees	15,485	0.96%	15,485			15,485	15,485	15,485
Furnishings/Appliances	37,500	2.32%	37,500				37,500	37,500
Relocation	0	0.00%	0				0	0
Plan Review	2,520	0.16%	2,520			2,520	2,520	2,520
PROFESSIONAL FEES								
Architect & Engineer	18,650	1.15%	18,650			18,650	18,650	18,650
Real Estate Legal	0	0.00%	0			0	0	0
Consultants	0	0.00%	0			0	0	0
Developer Fee	0	0.00%	0			0	0	0
Environmental	0	0.00%	0			0	0	0
Cost Certification	0	0.00%	0			0	0	0
Accounting	0	0.00%	0			0	0	0
Survey	6,500	0.40%	6,500			6,500	6,500	6,500
Other	0	0.00%	0			0	0	0
CONSTRUCTION FINANCE								
Title and Recording	0	0.00%	0			0	0	0
Constr. Interest/Carrying Costs	47,500	2.94%	47,500			47,500	47,500	47,500
Constr. Loan Fees	0	0.00%	0			0	0	0
Appraisal	0	0.00%	0			0	0	0
Market Study	0	0.00%	0			0	0	0
Lender Legal	0	0.00%	0			0	0	0
Other	0	0.00%	0			0	0	0
PERMANENT FINANCE								
Perm. Loan Fees	0	0.00%		0				
Credit Enhancement	0	0.00%		0				
Title and Recording	0	0.00%		0				
Lender Legal	0	0.00%		0				
Other	0	0.00%		0				
SOFT COSTS								
Property Taxes	0	0.00%	0			0	0	0
Constr. Insurance	47,500	2.94%	47,500			47,500	47,500	47,500
Other Depreciable Soft	0	0.00%	0			0	0	0
Tax Credit Appl. Fee	0	0.00%		0				
Tax Credit Mon. Fee	0	0.00%		0				
Marketing Expense	1,425	0.09%		1,425				
Organizational Exp.	0	0.00%		0				
Other Amort. Soft	0	0.00%		0				
Syndication Expense	0	0.00%			0			
Utilities	43,900	2.71%			43,900			
Rentup Expense	0	0.00%			0			
RESERVES								
Rentup Reserve	0	0.00%			0			
Operating Reserve	0	0.00%			0			
Bond D/S Reserve	0	0.00%			0			
Working Capital	0	0.00%			0			
Other	0	0.00%			0			
DEVELOPMENT COST	1,616,966	100.00%	1,568,141	1,425	47,400	1,525,641	1,568,141	1,568,141

115 Monroe

Unit Type	Rent Amount	Number of Units	Res Vacancy	Rate	Com Vacancy	Rate
Efficiency	\$ 600.00	4	Year 1	3%	Year 1	3%
1 Bedroom	\$ 850.00	3	Year 2	3%	Year 2	3%
2 Bedroom	\$ 1,000.00	6	Stabilized	3%	Stabilized	3%
2 Bedroom Deluxe	\$ 1,500.00	2				
4 Bedroom	\$ -	0				
Total	\$ 3,950.00	15	Loan Amt	Rate	Amortization	Debt Service
			\$ 1,200,000.00	4%	20	(\$89,278.20)
			\$ -	\$ -	0	0
Gross Residential Rent	\$ 167,400.00		Developer EQ			
			\$ 307,466.00			
Commercial Space	Mo. Rent Amount					
2	\$ 2,900.00					
			Tenant Contributions	Lease Sq Ft.	Amt per Sq Ft	Inc
						3%
Gross Commercial Rent	\$ 69,600.00		Total		\$ -	
Operating Expenses	Monthly Amount	Annual Amount	Additional Income	Per Month	Inc	
Taxes/Real Estate	\$ 600.00	\$ 7,200.00			2%	
Insurance	\$ 400.00	\$ 4,800.00	Total	\$ -		
Management Fee	\$ 1,011.00	\$ 12,132.00				
Advertising	\$ 50.00	\$ 600.00	Inc	Rate		
Legal & License	\$ 66.00	\$ 792.00	Residential Rent	3%		
Maintenance	\$ 1,000.00	\$ 12,000.00	Commercial Rent	3%		
Utilities	\$ 100.00	\$ 1,200.00	Operating Expenses	3%		
Miscellaneous	\$ 166.00	\$ 1,992.00				
Total	\$ 3,393.00	\$ 40,716.00				
Reserves	Per Unit/Per Month	Annual Amount				
Replacements	\$ 350.00	63000				

115 East Monroe

PRE-TAX CASH FLOW

Revenues

	1	2	3	4	5	6	7	8	9	10
Gross Residential Rent	167,400	172,422	177,595	182,922	188,410	194,062	199,884	205,881	212,057	218,419
+Other Income	0	0	0	0	0	0	0	0	0	0
- <u>Residential Vacancy</u>	<u>5,022</u>	<u>5,173</u>	<u>5,328</u>	<u>5,488</u>	<u>5,652</u>	<u>5,822</u>	<u>5,997</u>	<u>6,176</u>	<u>6,362</u>	<u>6,553</u>
= Residential Income	162,378	167,249	172,267	177,435	182,758	188,241	193,888	199,704	205,696	211,866
 Gross Commercial Rent	69,600	71,688	73,839	76,054	78,335	80,685	83,106	85,599	88,167	90,812
+ <u>Tenant Contributions</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
= Commercial Rent	69,600	71,688	73,839	76,054	78,335	80,685	83,106	85,599	88,167	90,812
- <u>Commercial Vacancy</u>	<u>2,088</u>	<u>2,151</u>	<u>2,215</u>	<u>2,282</u>	<u>2,350</u>	<u>2,421</u>	<u>2,493</u>	<u>2,568</u>	<u>2,645</u>	<u>2,724</u>
=Commercial Income	67,512	69,537	71,623	73,772	75,985	78,265	80,613	83,031	85,522	88,088
 = Effective Gross Income	229,890	236,787	243,890	251,207	258,743	266,506	274,501	282,736	291,218	299,954

Operating Expenses

Taxes/Real Estate	7,200	7,416	7,638	7,868	8,104	33,500	34,505	35,540	36,606	37,705
Insurance	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
Management Fee	12,132	12,496	12,871	13,257	13,655	14,064	14,486	14,921	15,368	15,830
Advertising	600	618	637	656	675	696	716	738	760	783
Legal & License	792	816	840	865	891	918	946	974	1,003	1,033
Maintainance	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657
Utilities	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
<u>Misc</u>	<u>1,992</u>	<u>2,052</u>	<u>2,113</u>	<u>2,177</u>	<u>2,242</u>	<u>2,309</u>	<u>2,379</u>	<u>2,450</u>	<u>2,523</u>	<u>2,599</u>
= Total Operating Expenses	40,716	41,937	43,196	44,491	45,826	47,154	48,486	49,811	51,136	52,461
- Transfer to Reserves	63,000	64,890	66,837	68,842	70,907	73,034	75,225	77,482	79,807	82,201
= Net Operating Income	126,174	129,959	133,858	137,874	142,010	146,322	150,615	154,903	159,181	163,453
 - Debt Service (p+i) bank	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)
- Other Debt Service (p+i)	0	0	0	0	0	0	0	0	0	0
Total Debt Service	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)	(89,278)
= Cash Flow	36,896	40,681	44,580	48,596	52,732	57,044	61,337	65,625	69,903	74,181
Debt Coverage Ratio-Bank Loan	1.41	1.46	1.50	1.54	1.59	1.63	1.67	1.71	1.75	1.79
Cash on Cash (e=CF/EQ)	0.12	0.13	0.14	0.16	0.17	0.18	0.19	0.20	0.21	0.22

Development Budget								
ITEM	COST	% TOTAL	Depreciable	Amortize	Non-Depr.	Historic RTC	LIHTC 4%	LIHTC 9%
ACQUISITION								
Build Acquisition	0	0.00%	0				0	
Land Acquisition	0	0.00%			0			
SITE IMPROVEMENTS								
Demolition	24,480	1.51%	24,480			24,480	24,480	24,480
On-Site Imp.	5,000	0.31%	5,000				5,000	5,000
Off-Site Imp.	3,500	0.22%			3,500			
CONSTRUCTION								
Rehabilitation	1,321,996	81.76%	1,321,996			1,321,996	1,321,996	1,321,996
New Construction	0	0.00%	0				0	0
General Requirements	0	0.00%	0			0	0	0
Contractor Overhead	16,010	0.99%	16,010			16,010	16,010	16,010
Contractor Profit	0	0.00%	0			0	0	0
P & P Bond or LOC	0	0.00%	0			0	0	0
Contingency	25,000	1.55%	25,000			25,000	25,000	25,000
Permits & Impact Fees	15,485	0.96%	15,485			15,485	15,485	15,485
Furnishings/Appliances	37,500	2.32%	37,500				37,500	37,500
Relocation	0	0.00%	0				0	0
Plan Review	2,520	0.16%	2,520			2,520	2,520	2,520
PROFESSIONAL FEES								
Architect & Engineer	18,650	1.15%	18,650			18,650	18,650	18,650
Real Estate Legal	0	0.00%	0			0	0	0
Consultants	0	0.00%	0			0	0	0
Developer Fee	0	0.00%	0			0	0	0
Environmental	0	0.00%	0			0	0	0
Cost Certification	0	0.00%	0			0	0	0
Accounting	0	0.00%	0			0	0	0
Survey	6,500	0.40%	6,500			6,500	6,500	6,500
Other	0	0.00%	0			0	0	0
CONSTRUCTION FINANCE								
Title and Recording	0	0.00%	0			0	0	0
Constr. Interest/Carrying Costs	47,500	2.94%	47,500			47,500	47,500	47,500
Constr. Loan Fees	0	0.00%	0			0	0	0
Appraisal	0	0.00%	0			0	0	0
Market Study	0	0.00%	0			0	0	0
Lender Legal	0	0.00%	0			0	0	0
Other	0	0.00%	0			0	0	0
PERMANENT FINANCE								
Perm. Loan Fees	0	0.00%		0				
Credit Enhancement	0	0.00%		0				
Title and Recording	0	0.00%		0				
Lender Legal	0	0.00%		0				
Other	0	0.00%		0				
SOFT COSTS								
Property Taxes	0	0.00%	0			0	0	0
Constr. Insurance	47,500	2.94%	47,500			47,500	47,500	47,500
Other Depreciable Soft	0	0.00%	0			0	0	0
Tax Credit Appl. Fee	0	0.00%		0				
Tax Credit Mon. Fee	0	0.00%		0				
Marketing Expense	1,425	0.09%		1,425				
Organizational Exp.	0	0.00%		0				
Other Amort. Soft	0	0.00%		0				
Syndication Expense	0	0.00%			0			
Utilities	43,900	2.71%			43,900			
Rentup Expense	0	0.00%			0			
RESERVES								
Rentup Reserve	0	0.00%			0			
Operating Reserve	0	0.00%			0			
Bond D/S Reserve	0	0.00%			0			
Working Capital	0	0.00%			0			
Other	0	0.00%			0			
DEVELOPMENT COST	1,616,966	100.00%	1,568,141	1,425	47,400	1,525,641	1,568,141	1,568,141

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the “*Agreement*”) is made this ____ day of _____, 2013, between the City of Bloomington, McLean County, Illinois (the “*City*”) and Green Building, LLC (the “*Developer*”), a Delaware limited liability company.

WHEREAS, the City of Bloomington (the “*City*”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Green Building, LLC, a Delaware limited liability company (the “*Developer*”) has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a century old building located at 115 E. Monroe Street (the “*Building*”) in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the City that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the

capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the redevelopment and rehabilitation of the Building, which has remained vacant for many years, to construct a multi-unit rental property with fifteen (15) residential units and commercial space on the ground floor (the “*Project*”); and,

WHEREAS, the current equalized assessed value of 115 East Monroe Street (the “*Subject Property*”) is described in *Exhibit A* attached hereto; and,

WHEREAS, the Subject Property is identified as tax parcel 21-04-194-006 (the “*Tax Parcel*”), which is 1.162 acres in size; and,

WHEREAS, for purposes of this Agreement, the “Base EAV” of the Subject Property will be deemed to be the 2011 assessed value of the Tax Parcel; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

Commercial and industrial.

The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require \$1,600,000 of investment, including the cost of acquisition, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the City grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the City is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings herein contained and other valuable consideration, the parties hereby agree as follows:

Section 1. The City hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit A* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the City against the Subject Property over and above the sum of \$975.39. Said abatement shall be for a period of five (5) years, as stated in the Resolution. The City agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

Section 2. The Developer hereby agrees, on or before December 14, 2014, to redevelop and reconstruct the building located on the Subject Property to provide a multi-family rental facility with 15 residential units and commercial space on the ground floor (the “*Project*”) for a total investment of no less than \$1,600,000.

Section 3. The Developer hereby covenants and agrees to submit to the City on or before February 1, 2015, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property),

lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$1,600,000 to complete the Project.

Section 4. This Agreement is subject to termination by the City after sixty (60) days written notice at any time during the term of this Agreement:

1. The Developer has failed to demonstrate that it has invested at least \$1,600,000 for improvements related to the Subject Property, including, without limitation, acquisition costs, site work, building construction, costs and fees, and equipment (purchased and installed).
2. The Developer has failed to complete the Project on or before December 31, 2014.

Section 5. The Developer covenants and agrees, warrants and represents that it shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Subject Property.

Section 6. For so long as this Agreement shall remain in full force and effect, the Developer agrees to provide access to and authorize inspection of the Subject Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of this Agreement.

Section 7. In the event this Agreement is terminated due to the Developer's breach of any provision of this Agreement, then all taxes abated by the City pursuant to this Agreement shall be repaid to the City within thirty (30) days of City's request therefore. Additionally, the City shall direct the County Clerk not abate any of the City's levy of property taxes of the Subject Property.

Section 8. The City may extend the date set forth in *Section 3 a.1* of this Agreement, if the Developer reasonably demonstrates the necessity for any such extension(s).

Section 9. The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

Section 10. This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party, its attorney's fees, court costs, and other costs of litigation.

Section 11. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 12. Any notice required under this Agreement shall be given to the respective parties as follows:

To the Developer:

Green Building, LLC
Attn: Robert J. Vericella
125 South Bellemont
Bloomington, Illinois 61701

To the City:

City of Bloomington
Attn: Justine Robinson
109 East Olive Street
Bloomington, Illinois 61701

with a copy to:
Kathleen Field Orr & Associates
Attn: Kathi Orr
53 West Jackson Blvd., Suite 935
Chicago, Illinois 60604

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois
municipal corporation

By: _____
Mayor

Attest:

City Clerk

Green Building, LLC, a Delaware limited
Liability company

By: _____

Resolution No. _____

**A RESOLUTION OF THE CITY OF BLOOMINGTON, ILLINOIS,
ABATING CITY PROPERTY TAX**

WHEREAS, the City of Bloomington (the “*City*”) is a home rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois with full power and authority to perform any function pertaining to its government and affairs; and,

WHEREAS, tax abatement is a tool often used as an incentive to induce business retention, business expansion and new development resulting in community revitalization; and;

WHEREAS, the promise of financial assistance can make the difference in a developer’s decision regarding the location of a project or the eagerness to expand or initiate a project; and,

WHEREAS, Green Building, LLC, a Delaware limited liability company (the “*Developer*”) has requested real estate tax abatements on the part of the local taxing districts in order to undertake the renovation of a century old building located at 115 E. Monroe Street (the “*Building*”) in the area known as “Downtown Bloomington”; and,

WHEREAS, the Developer has advised the City that without the real estate tax abatements as requested, this undertaking will not be economically viable; and,

WHEREAS, all parties believe the economic development impact of this proposed project will ultimately be advantageous to the community as a whole due to the capital investment by the Developer and the resulting job opportunity, neighborhood revitalization, and the increase in the tax base of all of the taxing districts; and,

WHEREAS, the Developer has submitted a plan for the redevelopment and rehabilitation of the Building, which has remained vacant for many years, to construct a multi-unit rental property with fifteen (15) residential units and commercial space on the ground floor (the “*Project*”); and,

WHEREAS, the current equalized assessed value of 115 East Monroe Street (the “*Subject Property*”) is described in *Exhibit A* attached hereto; and,

WHEREAS, Article 18 of the Illinois Revenue Code, 35 ILCS 200/18-165(a), provides that:

“Any taxing district upon a majority vote of its governing authority may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1) *Commercial and industrial.*

(A) The property of any commercial or industrial firm. .
. . The abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]”

WHEREAS, the Developer has estimated that the Project shall require an investment of \$1,600,000, to undertake and complete the Project; and,

WHEREAS, the Developer has requested that the City grant its request for a real estate tax abatement as permitted by Illinois law, provided that the Developer satisfy all of the terms and conditions as set forth in the Tax Abatement Agreement attached hereto and made a part hereof (the “*Agreement*”); and,

WHEREAS, the City is willing to grant such real estate tax abatement to the Developer in accordance with the terms and conditions set forth in the Agreement.

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

Section 1. The Tax Abatement Agreement by and between the City and Green Building, LLC, in the form attached hereto, is hereby approved and the Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

Section 2. The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the City against the Subject Property over and above the sum of \$975.39 commencing with the 2015 taxes payable in 2016; the 2016 taxes payable in 2017; the 2017 taxes payable in 2018; the 2018 taxes payable in 2019; and, the 2019 taxes payable in 2020; subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

Section 3. The real estate tax abatement provided in Section Two shall terminate immediately upon written notice from the City Clerk that, at any time after December 31, 2014, a default has occurred on the part of the Developer which has not been cured.

Section 4. Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

Section 5. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Bloomington, McLean County,
Illinois, this ____ day of _____, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

Attest:

City Clerk

Received Monday, June 03, 2013 09:26PM

Dear Alderman of the Number One Ward,

This evening the ADMINISTRATION & FINANCE COMMITTEE for the City of Bloomington met with the following item on the agenda:

A. Economic Development Incentive Application submitted by Green Building LLC for the property at 115 East Monroe – Discussion and Staff Recommendation

Due circumstances and procedures utilized my ability to asked these questions within a 3- 5 minute time frame was not allowed.

It was clearly stated and directed towards me that I should only voice my questions first thru my alderman. Which I have tried in the past prior to your election as the representative of ward 1 and quite frankly if he did not like the questions, solution and disagreed with a citizen that was the end of his help. Did not seem very representative to me. Thought the whole electing someone was even if the disagree with my thoughts, facts, opinions and solutions they should at least be shared. I was NOT going to ask all these tonight but seems if they are not asked now and with no public hearing planned with this going straight to council it is my honor to ask them now and **expecting answers**. In addition requesting now to be allowed to speak on this topic when it does come to council.

By the way do wish that the City of Bloomington will become a partner of the LLC to manage the Central Illinois Regional Broadband Network (CIRBN) . That was why I was looking on the calendar when I found item A. and researched it a bit. (20 minutes to find all the numbers in the spreadsheet)

So anyway ---attached you will find a spreadsheet that is far from being easy to follow that show numerical numbers related to the property of 115 East Monroe Street. I have now serious concerns on the assessment of this property in the past and that seems to me they already has years of ownership with no remodeling done and have gotten their abatement already by being under assessed (**just an opinion at this time**)

1.) Why does there seem to be differences in the assessed value (lower) going back to 2002 and the value the bank by the value (higher) of their loan minimally saw the value as. ***If your references are to the property and information on the spreadsheet you attached I am confused because you talk about a property at 115 E Monroe, parcel id. 21-04-194-006, but the data on the attached spreadsheet is for a property at 624 N Main, parcel id 21-04-178-006. If data is drawn from the wrong property the comparison and analysis will always make no sense. The correct 2012 assessment for 115 E Monroe is \$50,657, or \$151,971 market value estimate. (Response provided by Michael Ireland)***

2.) Why does the value of the investment of the property \$225,000 (higher) as a dollar amount in the application differ from again the assessed value (lower). ***I have not seen the application so I cannot really address this question specifically. If the \$225,000 you are referring is the amount listed on a the recorded deed, 2013/12211, that was an internal transaction from Fred Wollrab to Green Building LLC. C/O Fred Wollrab. In the valuation business this is not a market tested transaction and carries little weight in estimating the actual "Fair Cash Value". (Response provided by Michael Ireland)***

3.) Are the other properties that have this same gap due to an under assessment? ***While I am sure there are some properties under assessed the underlying question is really; "compared to what?" I strongly believe property assessments in the CBD are as fair and equitable as possible, and it is a concept my office works extremely hard to insure. Under assessment does not result in a loss in revenue as the tax revenue is decided by the levy amount and thus fixed. Under assessment when it exist simply means that a portion of the total amount of tax due is shifted to other tax***

payers. Specific property under assessment means paying less than one's fair share, but not a revenue loss to any taxing body. (Response provided by Michael Ireland)

4.) Was this property assessed since 2002 to low? * Assumption on my part - Assessed dollar amount total times 3 is what normally how one can arrive at the total assessed value dollar amount of the parcel. See attached spreadsheet. **I don't know that it has been, again low compared to what? The spreadsheet attached to my email is not for 115 E Monroe. (Response provided by Michael Ireland)**

5.) Tuck point brick- Has the a variety of the interior and exterior mortar samples been taken and tested to know if Portland cement was used or does it contain the older without Portland cement are far weaker than modern mortars, and have far less compressive strength. A stronger re-pointing mortar deforms less under load than weaker older mortar; which concentrates the load in the area of the stronger mortar. The stress can lead to spalling of the masonry units. **There are no requirements to take mortar samples in an existing building. New mortar is to meet the requirements of Chapter 21 of the International Building Code. (Response provided by Mark Huber)**

6.) Will this be done to historical standards and reviewed by the the appropriate historical commissions, committees and meet any historical preservation codes? **This property will be reviewed by the Bloomington Historic Preservation Commission due to the request for a Rust Grant. However, the Building is not located in any national or local historic district nor is the building itself included on any national or local list of historic places. (Response provided by Mark Huber)**

7.) What structural integrity study on this building has been done to date? **The PACE department is unaware of any formal structural analysis completed by a design professional at this time. However, due to the extent of the rehabilitation, staff will be scrutinizing the building and ask for such analysis if warranted. (Response provided by Mark Huber)**

A licensed architect from Bonnelle Architects conducted a thorough walk-thru of the project site and provided a comprehensive assessment of the development. Those recommendations are incorporated into the development plan. (Response provided by Robert Vericella)

8.) Has this project been reviewed by the zoning, building and all the other City of Bloomington before coming to this committee? **Yes (Response provided by Mark Huber)**

9.) Has there been any public hearing, engaging the public or any other educational information shared by mail, email or published on the website before this item being on the committee agenda? **A Rust grant application was reviewed and approved by the Historic Preservation commission in September 2012. (Response provided by Mark Huber)**

The Administration & Finance Committee meeting on 6/3 and upcoming City Council meeting on 6/10 also present opportunities for public engagement. The Economic Development Coordinator also worked proactively with a reporter from the Pantagraph to ensure that information was being relayed via a public forum. (Response provided by Justine Robinson)

10.) Why is this project not going to be Leadership in Energy and Environmental Design (LEED) certified or any attempt to cut energy costs? **There are no requirements for LEED certification. There are requirements under the Illinois Energy Conservation code that will have to be met. (Response provided by Mark Huber)**

The decision to be LEED certified is up to developers and is incredibly cost prohibitive in a historical rehab like the 115 East Monroe project. (Response provided by Elizabeth Au)

11.) Why do I have this feeling that the decision on allowing this abatement has already been made and that is why there is a wall to public discussion? **Staff is not aware of any such decision having been**

made. While there have been a few individual tours given to various City Council Members, this has been an administrative process dating back to initial conversations held on March 7, 2012. It was only after the City Council adopted the Economic Development Strategic Plan and Incentive Guideline, after the receipt of detailed information from the development team and after a thorough financial review and analysis was provided by a representative of the National Development Council, that Staff was able to make a recommendation on the use of financial assistance in relation to this project. (Response provided Justine Robinson)

12.) What is the parking plan for this increase in population downtown? *The project is not required to provide any off-street parking. All parking for the B-3, Downtown Business District is considered to be on the streets or in the parking decks. (Response provided by Mark Huber)*

The project site is adjacent to the Park Plaza Parking Garage. Developers have an agreement that will allow for the installation of a door connecting the parking garage to the lobby. Tenants will rent spaces from Park Plaza if they so choose. (Response provided by Robert Vericella)

13.) The following statement appears in the application packet. Why will this project not work unless it gets the abatement's from all the taxing bodies? *Redeveloping historic buildings is often problematic because the cost to rehabilitate the building usually exceeds the amount of debt and equity that can be attracted. The amount of debt is based on the Net Operating Income (NOI), which is the gross revenues minus the expenses (property taxes included). If the property taxes were not reduced, the developer could only secure a loan of approximately \$993,780. The amount of equity that is generated is a result of the market return and the cash flow from the property, which is the NOI minus the debt service from the loan. With a 12% ROI and cash flow of \$16,563 only \$84,166 in equity would be attracted to the project, meaning the total financing available for the project is \$1,077,946 meaning there is a funding gap of \$539,020. (Response provided by Elizabeth Au)*

Responses Provided Wednesday, June 05, 2013 10:58AM



FOR COUNCIL: June 10, 2013

SUBJECT: Analysis of Bid for 2013 Contract for Sidewalk Reconstruction

RECOMMENDATION/MOTION: That the unit prices from George Gildner, Inc., Bloomington, IL be accepted, a contract for 2013 Sidewalk Replacement and Handicap Ramp Program be approved, in the amount of \$825,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities, 3. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. – This project upgrades sidewalks throughout the city, providing better pedestrian access. It also improves the infrastructure in neighborhoods, providing residents with a way to contribute to the quality of the sidewalks in their neighborhood.

BACKGROUND: This project includes four budgeted projects; the 50/50 Residential Sidewalk Replacement Program, the Sidewalk Ramp Replacement Program, the Sidewalk Repair Program and the CDBG sidewalk program:

50/50 Residential Sidewalk Replacement Program

Annual program that provides for replacement of public sidewalk up to \$50,000 with the participation of the property owner up to \$50,000. Program is voluntary based on first come first served until available money runs out. Low income households may qualify for assistance through CDBG - Community Development Block Grant programs.

Sidewalk Ramp Replacement Program

This program also provides for replacement of public sidewalk ramps in order to comply with Federal ADA – American with Disabilities Act requirements. Most locations are within the City's annual resurfacing contract. Other locations are determined by citizen request and then by public benefit.

Sidewalk Repair Program

Annual program that provides for repair of public sidewalks not addressed by the 50/50 program to correct hazardous conditions. Locations are determined by citizen request and then by public benefit.

CDBG Sidewalk Program

Program that provides for repair of public sidewalks with funding from Community Development Block Grant (CDBG) funds through a grant from the United States Housing and Urban Development.

The attached power point presentation was given at the March Infrastructure Committee. This presentation helps explain the prioritization of sidewalk repair and the system used to rate the sidewalks.

The substantial completion date for this project is in the contract as November 14, 2013. If there is still money left in the 50/50 program, it is extended until money runs out or April 30, whichever is earlier. This past year an insert was sent out with the water bill to promote the

program. This caused a sizable response to the program, using up all of the funds. If a water bill insert is sent this year, it may allow the funds to be used up sooner than last year..

The unit prices for five major items are listed in the table below:

DESCRIPTION	UNITS	2012 Unit Price	2013 Unit Price	Change (\$) 2012-2013
4" sidewalk remove/replace	SF	\$6.10	\$6.40	\$0.30
6" sidewalk remove/replace	SF	\$6.50	\$6.75	\$0.25
saw cutting	SF	\$1.50	\$1.40	-\$0.10
curb replacement	LF	\$22.00	\$22.75	\$0.75
retaining wall	SF	\$40.00	\$40.00	\$0.00

Four bids were received and opened at 2 P.M. on May 28, 2013 in the City Council Chambers. Since the low bid is under budget and the project bid documents allow the addition of repair locations, a Contract for the entire budget amount will be awarded.

Bids:			
George Gildner, Inc., Bloomington, IL	<i>Low Bid</i>	\$ 693,597.75	
J.G. Stewart, Inc., Bloomington, IL		\$ 706,225.75	
WAS CON Co., Hammond, IL	<i>As Corrected</i>	\$2,573,615.00	
	<i>As Read</i>	\$1,755,002.00	
Rowe Construction Co., Bloomington, IL		\$ 865,237.65	
Engineer's Estimate:		\$ 8,23,337.50	
Budget:			
Residential Sidewalk Program		\$ 50,000.00	CIF
Residential Sidewalk Program		\$ 50,000.00	PRI PROP
Sidewalk Repair Program		\$675,000.00	CIF
CDBG		\$ 50,000.00	CDBG
TOTAL:		\$825,000.00	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The FY 2014 Budget appropriated \$825,000 for four City programs which fund the sidewalk repair and ramp replacement program. All three programs are found within the Capital Improvement Fund. The first program, the sidewalk ramp replacement program, appropriated \$375,000 from line item 40100100-72560, while the second program, the sidewalk repair program, appropriated \$300,000 from line item 40100100-72560. The third program, the sidewalk replacement 50-50 program, appropriated \$150,000 of which \$50,000 is a contribution from Community Development Block Grant funds (CDBG) account line item 22402440-72560-52000. Private property contributions will account for an additional \$50,000 and are managed through the Capital Improvement Fund. In comparison to the FY 2013 Budget which appropriated \$425,000 for the sidewalk repair and ramp replacement program, the FY 2014 sidewalk repair program increased over 100 percent. Stakeholders may locate this purchase in the FY 2014 Capital, Enterprise, and Other Fund Budget Document on page #44 for the Community Development portion and page #106 for the Capital Improvement Fund portion.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Tim Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Sidewalk Ratings
Attachment 2. CIP FY 2014 – 2018 Documents

Motion: _____ Seconded by: _____

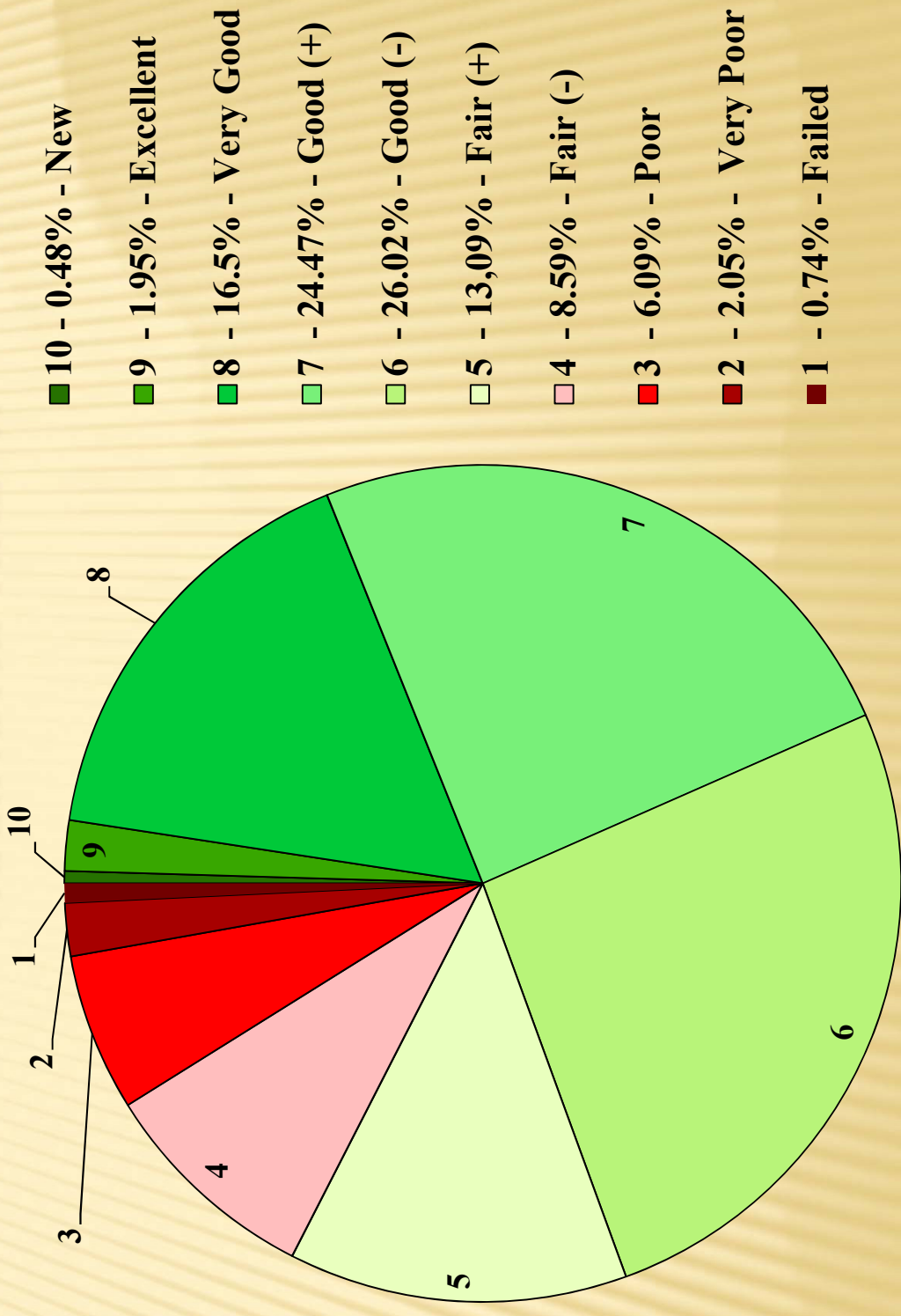
	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

STATUS OF SIDEWALKS

(JANUARY 2013)

	PASER Rating	Description	Miles	
	10	New	2	
	9	Excellent	8	
	8	Very Good	69	
	7	Good (+)	103	
	6	Good (-)	110	
	5	Fair (+)	55	
	4	Fair (-)	36	
	3	Poor	26	
	2	Very Poor	9	
	1	Failed	3	
Total = 421 miles of sidewalk				

PERCENTAGE OF SIDEWALKS BY RATING (JANUARY 2013)



CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2014 - FY 2018

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>
CAPITAL IMPROVEMENT	Public Works - Engineering Division	Kevin Kothe	Citywide
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>	
Sidewalk Ramp Replacement Program		40100100-72560	
<i>PROJECT DESCRIPTION/JUSTIFICATION</i>			
Annual program that provides for replacement of public sidewalk ramps in order to comply with Federal ADA - American with Disabilities Act requirements. Most locations are within the Cityu's annual resurfacing contract. Other locations are determined by citizen request and then by public benefit. A typical ramp replacement costs about \$1,000 which allows replacement of about 375 ramps based on a \$375,000 budget. A typical intersection has 8 ramps which means about 47 intersections are fixed per year. About half of the public sidewalks in Bloomington have been inventoried and rated. When the sidewalk inventory is complete we will know how many ramps need to be built or replaced citywide.			
Projected start date:		Projected completion date:	
DESIGN BID: DESIGN: CONSTRUCTION BID: CONSTRUCTION: BUDGET BASIS :	0% Design	DESIGN BID: DESIGN: CONSTRUCTION BID: CONSTRUCTION: INITIAL FISCAL YEAR :	2014 ☒ CONTINUATION ☐ REVISION ☐ NEW
EXPENSES	FY 2014	FY 2015	FY 2016
PLANNING / DESIGN	\$0	\$0	\$0
LAND	\$0	\$0	\$0
CONSTRUCTION	\$375,000	\$375,000	\$375,000
EQUIPMENT / FURNISHINGS	\$0	\$0	\$0
TOTAL	\$375,000	\$375,000	\$375,000
REVENUES	FY 2014	FY 2015	FY 2016
GENERAL FUND	\$0	\$0	\$0
MOTOR FUEL TAX	\$0	\$0	\$0
CAPITAL IMPROVEMENT	\$375,000	\$375,000	\$375,000
WATER	\$0	\$0	\$0
SANITARY SEWER	\$0	\$0	\$0
STORM WATER	\$0	\$0	\$0
BONDS	\$0	\$0	\$0
GRANTS / OTHER	\$0	\$0	\$0
TOTAL REVENUES	\$375,000	\$375,000	\$375,000
OPERATING	FY 2014	FY 2015	FY 2016
PERSONNEL	\$0	\$0	\$0
MAINT./OPERATIONS	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0
TOTAL OPERATING COST	\$0	\$0	\$0
(OPERATING REVENUES)	\$0	\$0	\$0

Last Updated : 2/21/2013

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2014 - FY 2018

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>
CAPITAL IMPROVEMENT	Public Works - Engineering Division	Kevin Kothe	Citywide
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>	
Sidewalk Repair Program		40100100-72560	
<i>PROJECT DESCRIPTION/JUSTIFICATION</i>			
Annual program that provides for repair of public sidewalks not addressed by the 50/50 program to correct hazardous conditions. Most public sidewalks in residential areas are 4 or 5 feet in width and 4 inches thick except at driveways where they are typically 6 inches thick. The cost to replace 4 inch thick sidewalk is about \$7.25 per square foot. Based on this cost about 9000 lineal feet of sidewalk can be replaced based on a \$300,000 budget.			
Projected start date:		Projected completion date:	
DESIGN BID: DESIGN: CONSTRUCTION BID: CONSTRUCTION: BUDGET BASIS :	0% Design	DESIGN BID: DESIGN: CONSTRUCTION BID: CONSTRUCTION: INITIAL FISCAL YEAR :	2014 ☒ CONTINUATION ☐ REVISION ☐ NEW
EXPENSES	FY 2014	FY 2015	FY 2016
PLANNING / DESIGN	\$0	\$0	\$0
LAND	\$0	\$0	\$0
CONSTRUCTION	\$300,000	\$300,000	\$300,000
EQUIPMENT / FURNISHINGS	\$0	\$0	\$0
TOTAL	\$300,000	\$300,000	\$300,000
REVENUES	FY 2014	FY 2015	FY 2016
GENERAL FUND	\$0	\$0	\$0
MOTOR FUEL TAX	\$0	\$0	\$0
CAPITAL IMPROVEMENT	\$300,000	\$300,000	\$300,000
WATER	\$0	\$0	\$0
SANITARY SEWER	\$0	\$0	\$0
STORM WATER	\$0	\$0	\$0
BONDS	\$0	\$0	\$0
GRANTS / OTHER	\$0	\$0	\$0
TOTAL REVENUES	\$300,000	\$300,000	\$300,000
OPERATING	FY 2014	FY 2015	FY 2016
PERSONNEL	\$0	\$0	\$0
MAINT./OPERATIONS	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0
TOTAL OPERATING COST	\$0	\$0	\$0
(OPERATING REVENUES)	\$0	\$0	\$0

Last Updated : 9/14/2012

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2014 - FY 2018

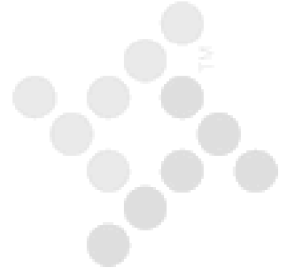
<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>
CAPITAL IMPROVEMENT , GRANTS / OTHER	Public Works - Engineering Division	Kevin Kothe	Citywide
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>	
Sidewalk Replacement 50-50 Program		40100100-72560, Grants-72560	
<i>PROJECT DESCRIPTION/JUSTIFICATION</i>			
Annual program that provides for replacement of public sidewalk \$50,000 with the participation of the property owner \$50,000. Program is voluntary based on first come first served until available money runs out. Low income households may qualify for assistance through CDBG -Community Development Block Grant programs. Most public sidewalks in residential areas are 4 or 5 feet in width and 4 inches thick except at driveways where they are typically 6 inches thick. The cost to replace 4 inch thick sidewalk is about \$7.25 per square foot. Based on this cost about 3000 lineal feet of sidewalk can be replaced based on a \$100,000 budget. With current economic conditions there is existing backlog for the program.			
Projected start date:		Projected completion date:	
DESIGN BID:		DESIGN BID:	
DESIGN:		DESIGN:	
CONSTRUCTION BID:		CONSTRUCTION BID:	
CONSTRUCTION:		CONSTRUCTION:	
BUDGET BASIS :	0% Design	INITIAL FISCAL YEAR :	2014
☒ CONTINUATION ☐ REVISION ☐ NEW			
EXPENSES	FY 2014	FY 2015	FY 2016
PLANNING / DESIGN	\$0	\$0	\$0
LAND	\$0	\$0	\$0
CONSTRUCTION	\$100,000	\$100,000	\$100,000
EQUIPMENT / FURNISHINGS	\$0	\$0	\$0
TOTAL	\$100,000	\$100,000	\$100,000
REVENUES	FY 2014	FY 2015	FY 2016
GENERAL FUND	\$0	\$0	\$0
MOTOR FUEL TAX	\$0	\$0	\$0
CAPITAL IMPROVEMENT	\$100,000	\$100,000	\$100,000
WATER	\$0	\$0	\$0
SANITARY SEWER	\$0	\$0	\$0
STORM WATER	\$0	\$0	\$0
BONDS	\$0	\$0	\$0
GRANTS / OTHER	\$50,000	\$50,000	\$50,000
TOTAL REVENUES	\$150,000	\$150,000	\$150,000
OPERATING	FY 2014	FY 2015	FY 2016
PERSONNEL	\$0	\$0	\$0
MAINT./OPERATIONS	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0
TOTAL OPERATING COST	\$0	\$0	\$0
(OPERATING REVENUES)	\$0	\$0	\$0

Last Updated : 9/14/2012



CITY OF BLOOMINGTON, IL
PROJECTION 2014 / BUDGET ENTRY FUTURE YRS REPORT

ORG	OBJECT	PROJ	DESC	2015	2016	2017	2018	2019	2020
22402440	(22402440)	CD	-						
22402440	70651	52000	CD CAP IMP Demolition	125,000.00	150,000.00	150,000.00	130,900.00	.00	.00
22402440	72560	52000	CD CAP IMP Sidewalk Const and	50,000.00	.00	.00	.00	.00	.00
	TOTAL (2240)	Communit		175,000.00	150,000.00	150,000.00	130,900.00	.00	.00
	TOTAL REVENUE			.00	.00	.00	.00	.00	.00
	TOTAL EXPENSE			175,000.00	150,000.00	150,000.00	130,900.00	.00	.00
	GRAND TOTAL			175,000.00	150,000.00	150,000.00	130,900.00	.00	.00





FOR COUNCIL: June 10, 2013

SUBJECT: Professional Engineering Services Contract with Clark Dietz, Inc. for Locust St. CSO Elimination and Water Main Replacement Phase 2 Construction Plan Design

RECOMMENDATION/MOTION: That the Professional Engineering Services Contract with Clark Dietz, Inc., of Champaign, IL, for Locust St. CSO Elimination and Water Main Replacement Phase 2 Construction Plan Design, in the amount of \$285,355 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. and 5.b. - The proposed contract provides good stewardship and improves quality of life by providing construction plans to build the next phase of sewer installation for eliminating the CSO at Locust St. and Colton Avenue. Elimination of the CSO will improve water quality in our rivers and streams, and also help the City meet its' commitment to eliminate CSO under directive from the Illinois Environmental Protection Agency (IEPA).

BACKGROUND: In compliance with IEPA policy for control of CSO, the City of Bloomington developed a Long Term Control Plan (LTCP) to identify CSO locations as a tool to work toward elimination of CSO within the City sewer system. Of the seven CSO locations originally identified, the only remaining locations are at Locust St., Colton Ave., and Maizefield Ave. The Maizefield CSO location is currently under a Professional Services Contract to determine the most cost effective means of eliminating that CSO. This proposed Phase 2 Construction Plan Design for the Locust/Colton CSO Elimination will create a set of bid documents to hire a contractor to install new sanitary sewer main to separate storm and sanitary flow in the Locust/Colton sewershed, and also to install new water main to upgrade the system within the construction limits.

Clark Dietz was originally selected using a modified Quality Based Selection (QBS) process for Phase 1 of the Locust CSO Project, in part because they were the consultant that successfully developed the CSO Elimination Study Plan which identified the series of projects needed to eliminate the CSO. Additionally, during Phase 1 Clark Dietz created design plans beyond the limits of what was actually built in Phase 1, this was done in case low bid prices would allow additional sewer to be installed. Those extra plans beyond the Phase 1 design limit will be incorporated into the proposed Phase 2 Plans. It is anticipated that the QBS process may be utilized for future phases of the project.

The City anticipates applying for, and utilizing, the State Revolving Loan Fund (SRLF) for water and wastewater projects from the Illinois Environmental Protection Agency (IEPA) as the revenue source for construction funds to build this project. The SRLF provides a low interest rate and a 20 year repayment schedule. City Council approval will be required prior to acceptance of an IEPA Loan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Meetings were held during the planning and design stage of Phase 1, additional Public Meetings will be scheduled to update residents impacted by this proposed Phase 2 construction.

FINANCIAL IMPACT: The FY 2014 Budget appropriated Sewer, Storm and Water Funds in the amounts of \$235,000 for Planning/Design, \$30,000 for Land Acquisition and \$1,430,000 for Construction expenditures. While it is not anticipated that construction will occur in FY 2014, staff expects the design and potential land purchases for Phase 2 could occur in FY 2014. The cost allocation of the design contract with Clark Dietz, Inc. will be allocated with \$109,255 from Water Fund, \$88,050 from the Sewer Fund and \$88,050 from the Storm Water Fund for a total of \$285,355. The design expenditures are paid from line item 70050 within each respective fund. Stakeholders may locate this purchase in the FY 2014 Capital, Enterprise, and Other Fund Budget Document on Page #134, #161 and #171.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., CFM, Director of Engineering

Reviewed by: Barb Adkins, Deputy City Manager

Reviewed by: Craig Cummings, Director of Water

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. CIP Documents
Attachment 2. Map
Attachment 3. Professional Services Agreement

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Purcell			
Alderman Fruin				Alderman Sage			
Alderman McDade				Alderman Schmidt			
Alderman Mathy				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2014 - FY 2018

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>			
WATER , SANITARY SEWER , STORM WATER	Public Works - Engineering Division	Greg Kallevig	5			
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>				
Locust Colton CSO Elim. & W.M. Replace. - Const. Ph. 2 (Study Ph. 4)		50100110-70050, 50100110-72510, 50100110-72530, 51101100-70050, 51101100-72510, 51101100-72530, 53103100-70050, 53103100-				
<i>PROJECT DESCRIPTION/JUSTIFICATION</i>						
The Environmental Protection Agency has mandated that Cities pursue programs to eliminate Combined Sewer Overflow (CSO) discharging directly to receiving bodies of water. The City performed a study of the CSO at Locust and Colton Streets, near Bloomington High School, which defined what construction of sanitary and storm sewer would be necessary to eliminate CSO at this location. The study then separated the total construction into 10 separate phases, each being \$1 to \$1.5 million . Phase 1 Construction will be completed in FY 2012 – 2014 and encompassed all or parts of Study Phases 1-3. This Phase 2 Construction is budgeted for design in FY2014 and construction in FY 2014-15 to include parts of Study Phase 2 & 4. This project includes design starting after May 2013 and construction later in 2013 contingent on the IEPA approval of a low interest loan. The project includes 1750' of new separate sanitary sewer, 20-30 residential service laterals will need to be relocated. It is also proposed to replace 450' of old water main in the areas disturbed by sewer construction. It is anticipated that this project will be funded with a low interest loan from the IEPA Water Pollution Control Revolving Loan Fund. Construction progress payments to the contractor will be funded by the City and reimbursed by Loan disbursements from the IEPA. Anticipated terms of loan repayment include 3.0% interest on a 20 year repayment schedule. The first loan payment would be due in November 2014. Loan repayment will be divided between City funds as follows: SWMF & SDF, \$46,000/yr each. WDF, \$23,000/yr. The Planning/Design budget is based on the Locust Colton CSO Study budget estimate.						
Projected start date:		Projected completion date:				
DESIGN BID:	DESIGN BID:	☐ CONTINUATION ☐ REVISION ☒ NEW				
DESIGN:	DESIGN:					
CONSTRUCTION BID:	CONSTRUCTION BID:					
CONSTRUCTION:	CONSTRUCTION:					
BUDGET BASIS :	INITIAL FISCAL YEAR :					
Other Study or Report		2014				
EXPENSES	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
PLANNING / DESIGN	\$235,000	\$0	\$0	\$0	\$0	\$235,000
LAND	\$30,000	\$0	\$0	\$0	\$0	\$30,000
CONSTRUCTION	\$1,430,000	\$0	\$0	\$0	\$0	\$1,430,000
EQUIPMENT / FURNISHINGS	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,695,000	\$0	\$0	\$0	\$0	\$1,695,000
REVENUES	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
GENERAL FUND	\$0	\$0	\$0	\$0	\$0	\$0
MOTOR FUEL TAX	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0
WATER	\$335,000	\$0	\$0	\$0	\$0	\$335,000
SANITARY SEWER	\$680,000	\$0	\$0	\$0	\$0	\$680,000
STORM WATER	\$680,000	\$0	\$0	\$0	\$0	\$680,000
BONDS	\$0	\$0	\$0	\$0	\$0	\$0
GRANTS / OTHER	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,695,000	\$0	\$0	\$0	\$0	\$1,695,000
OPERATING	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	TOTAL
PERSONNEL	\$0	\$0	\$0	\$0	\$0	\$0
MAINT./OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATING COST	\$0	\$0	\$0	\$0	\$0	9/10/2012
(OPERATING REVENUES)	\$0	\$0	\$0	\$0	\$0	\$0

Last Updated : 1/16/2013

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2014 - FY 2018

FUNDING SOURCE(S)	DEPARTMENT	CITY CONTACT PERSON	WARD
WATER , SANITARY SEWER , STORM WATER	Public Works - Engineering Division	Greg Kallevig	5
PROJECT TITLE		ACCOUNT NUMBER(S)	
Locust Colton CSO Elim. & W.M. Replace. - Const. Ph. 2 (Study Ph. 4)		50100110-70050, 50100110-72510, 50100110-72530, 51101100-70050, 51101100-72510, 51101100-72530, 53103100-70050, 53103100-	

Final Report
Locust / Colton CSO Elimination Study

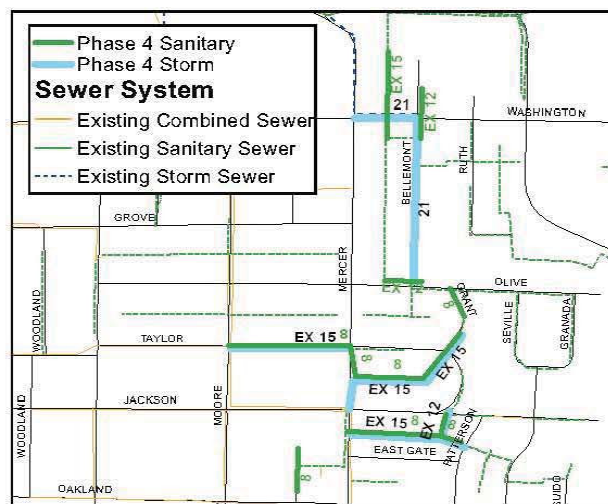


Figure 5-4
Phase 4 Proposed Sewer Improvements

Table 5-4
City of Bloomington
Preliminary Cost Estimate
Sewer Separation Phase 4

Line Item	Unit	Quantity	Unit Cost	Total Cost
Mobilization and Demobilization	LS	1	\$42,000	\$42,000
8-inch Sanitary Sewer, 4-10 ft deep, with Granular Backfill	LF	633	\$77	\$48,741
8-inch Sanitary Sewer, 4-10 ft deep, without Granular Backfill	LF	1,485	\$55	\$81,675
8-inch Sanitary Sewer, 10-14 ft deep, with Granular Backfill	LF	660	\$100	\$66,000
Precast Manhole, 4-ft diameter, 4-10 ft deep	EA	15	\$2,600	\$39,000
Precast Manhole, 4-ft diameter, 10-14 ft deep	EA	3	\$2,850	\$8,550
Precast Manhole, 4-ft diameter, 14-18 ft deep	EA	2	\$3,300	\$6,600
Precast Manhole, 5-ft diameter, 10-14 ft deep	EA	5	\$3,700	\$18,500
Water Main Relocate	EA	1	\$2,500	\$2,500
Overhead Sewer Installation	EA	29	\$4,000	\$116,000
Asphalt Replacement	LF	2,600	\$50	\$130,000
6-inch Lateral Asphalt Road Replacement (Laterals)	LF	540	\$50	\$27,000
6-inch Lateral, PVC SDR 35	LF	1,480	\$45	\$66,600
Seeding and Surface Restoration (Laterals)	LF	2,376	\$2	\$4,752
Traffic Control	LS	1	\$15,000	\$15,000
Dewatering	LS	1	\$10,000	\$10,000
21-inch Storm Sewer, 10-14 ft deep, with Granular Backfill	LF	1,307	\$112	\$146,384
Storm Sewer Inlet Repair or Replace	EA	16	\$2,000	\$32,000
Plug and Seal Sanitary Connections to Combined Sewer	EA	64	\$300	\$19,200
Subtotal Construction Cost				\$880,000
Contingency (20%)				\$180,000
Design and Construction Engineering (15%)				\$160,000
Total Estimated Cost				\$1,220,000



PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Locust-Colton Phase 2 Sewer Separation and Water Main Replacement Project

This Agreement is by and between

City of Bloomington ("Client")

115 E. Washington Street
Bloomington, IL 61702-3157

and

Clark Dietz, Inc. ("Clark Dietz")

125 W. Church Street
Champaign, IL 61820

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: _____

Title: _____

Date: _____

PART I SERVICES BY CLARK DIETZ

A. Project Description

The Locust-Colton Phase 2 Sewer Separation and Water Main Project includes the design of storm and sanitary sewers within the second phase of the Locust/Colton CSO Elimination Study (Clark Dietz, 2007). This project will also include the design of water mains within the same general area. The area is bounded by Washington Street on the north, Grove Street on the south, Moore Street on the west, and Mercer Avenue on the east. See the attached map Exhibit “A” which shows the project limits.

This project includes the design of the following approximate quantities of sewer and water main:

- 1,645 lineal feet of separate sanitary sewer
- 640 lineal feet of sanitary sewer rehabilitation
- 1,080 lineal feet of separate storm sewer
- 3,650 lineal feet of water main

B. Scope

1. FINAL DESIGN PHASE

This project includes the design of storm sewers, separate sanitary sewers, sewer rehabilitation, manholes, curb inlets, catch basins, sewer connections, lateral reconnections, water mains, valves, hydrants, service connections, pavement and general surface restoration, and associated work and abandonment of the existing water main being replaced. This project also includes a site survey of the proposed sewer and water main alignments, sewer televising, geotechnical investigations of pavement materials and soil conditions, right of way determination and easement document preparation, and IEPA permit applications for sewers and water mains. ***This project does not include construction management, observation services, shop drawing review, construction meetings, or record drawing preparation.***

Clark Dietz will provide preliminary drawings for the 50% and 95% design reviews. Clark Dietz will meet with the Client after each review to discuss the designs and make changes before the final plan submittal. Clark Dietz will provide 1 set of hard copies of the final plans, project manual and cost estimate and also PDF's of the documents on a CD. Clark Dietz will also provide electronic CAD files of the drawings.

See the attached Exhibit “B” for a detailed description of the design engineering services being provided.

2. BIDDING PHASE

The services being provided include bidding assistance. Clark Dietz will provide bidding documents to Bidders through the “QUEST” electronic bidding service. ***Hard copies of the bidding documents will not be provided to bidders. The successful bidder will be responsible for printing the documents for their use during construction. Clark Dietz will provide 5 sets of bidding documents to the Client for use during construction.*** See the attached Exhibit “B” for a detailed description for the bidding services being provided.

3. CONSTRUCTION PHASE

This project does not include construction management, observation services, shop drawing review, construction meetings, or record drawing preparation.

C. Schedule

Clark Dietz shall commence work on the Final Design Phase within 10 calendar days of written Notice to Proceed and complete the Final Design Phase within 180 days. Assuming a Notice to Proceed by June 1, 2013, the Final Design Phase will be completed by November 30, 2013. Assuming that the bidding phase commences by December 1, 2013, the Bidding Phase should be completed by January 31, 2014.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include negotiation/acquisition services for right-of-way or temporary construction easement.
3. This agreement does not include the preparation of assessment roles or schedules.
4. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
5. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. No Federal permits are anticipated for this project.
7. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
8. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.

E. Electronic Data Format

1. The Drawings for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).
2. Client will provide the following information to Clark Dietz in electronic format for use by Clark Dietz on this project:
 - a. CADD files of (Record) (Design) drawings of the existing facilities. Client warrants that the files will be readable by commonly available IBM PC based computer hardware using the current operating system and the current version of (AutoCAD) or (MicroStation). If the files do not comply with this provision, Client agrees to issue a modification to cover Clark Dietz' additional costs associated with making such electronic files fit for the purpose intended.

- b. GIS Files which contain sanitary/storm sewers, water main, street centerlines, cadastral (property lines), zoning, soils, Rights of Way, easements, and the latest available aerial photography. If these files are available, the electronic files will be produced by City of Bloomington. Client warrants that the files will be compatible with the current ESRI-based GIS software (ArcGIS, ArcMAP, ArcVIEW).
- 3. Clark Dietz will provide the (Design) Drawings for this project in electronic format. The files will be produced in (AutoCAD Version 2012) or (MicroStation Version v8i) on IBM PC compatible computers with the Windows XP operating system. Clark Dietz makes no representation as to the compatibility of the files beyond the specified release of the above-stated software. Clark Dietz will not provide preliminary or intermediate phase documents in electronic format and will not provide electronic files to third parties, such as contractors or other consultants.
 - a. CADD files will be developed using current Clark Dietz standards for layering, linetypes, text styles, colors, etc.
 - b. Client is aware that differences may exist between electronic files delivered and printed hard-copy documents. At the time of the delivery of the electronic files, Clark Dietz will deliver one set of hard-copy documents. In the event of conflict between the electronic and hard-copy version of the documents, the hard-copy version shall govern. Client also understands the complexity associated with printing electronic files on various printing equipment. The electronic files provided by Clark Dietz are created for printing on specific equipment utilized by Clark Dietz. Clark Dietz cannot assure that Client will be able to properly print the documents on other equipment.
 - c. Electronic files delivered by Clark Dietz will be delivered on compact disk in a format readable by commonly available IBM PC based computer hardware using the current operating system at the time of delivery of electronic files.

F. IEPA Loan Program Contract Requirements

- 1. Audit and Access to Records
 - a. Books, records, documents and other evidence directly pertinent to performance of the Public Water Supply Loan Program loan work under this agreement will be maintained in accordance with Generally Accepted Accounting Principles. The IEPA or any of its authorized representatives will have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities will be provided for access and inspection.
 - b. Audits conducted pursuant to this provision will be in accordance with auditing standards generally accepted in the United States of America.
 - c. All information and reports resulting from access to records pursuant to Item a above will be disclosed to the IEPA. The auditing agency shall afford Clark Dietz an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - d. Records under Item a will be maintained and made available during performance of the project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been

taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

- e. Clark Dietz will not pay audit fees or expenses.

2. Covenant Against Contingent Fees

- a. Clark Dietz warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Client shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

- a. Clark Dietz certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

4. Non-Discrimination

- a. Clark Dietz will not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Clark Dietz will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Clark Dietz to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Greg Kallevig, P.E.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Other

Provide Clark Dietz with any available construction plans for utilities, streets, subdivisions and drainage facilities that may be pertinent to the project. This includes available GIS data.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed **\$285,355.00**, and shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment

1. Timing/Format
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

ILLINOIS CLAUSE

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

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

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:

- If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or
- If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.



Proposal for Engineering Services

Locust St. CSO Elimination & Water Main Improvements Phase 2

City of Bloomington

Opp. No. 130065

Proj. No. B0110123

J:\Trans\Proposals\Bloomington\Locust CSO & Water Main\Administration\work plan\Locust CSO & W.M. PSE Phase 2-(Final Sewer).xls

Clark Dietz, Inc

Cost Estimate of Consultant Services

Combined Summary of Services

	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	(1) OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF GRAND TOTAL (H)
CSO ELIMINATION IMPROVEMENTS ONLY						
Part 1. Field Survey Services.	192	\$21,400.00	\$1,765.00	\$0.00	\$23,165.00	8.12%
Part 2. Final Design and Construction Contract Documents.	874	\$107,410.00	\$6,245.00	\$24,300.00 (1)	\$137,955.00	48.35%
Part 3. Land Acquisition Documents.	116	\$14,060.00	\$920.00	\$0.00	\$14,980.00	5.25%
CSO ELIMINATION IMPROVEMENTS ONLY TOTAL	1182	\$142,870.00	\$8,930.00	\$24,300.00	\$176,100.00	61.71%
WATER MAIN IMPROVEMENTS ONLY						
Part 1. Field Survey Services.	128	\$14,230.00	\$1,105.00	\$0.00	\$15,335.00	5.37%
Part 2. Final Design and Construction Contract Documents.	694	\$84,845.00	\$5,575.00	\$3,500.00 (1)	\$93,920.00	32.91%
Part 3. Land Acquisition Documents.	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
WATER MAIN IMPROVEMENTS ONLY TOTAL	822	\$99,075.00	\$6,680.00	\$3,500.00	\$109,255.00	38.29%
PROJECT GRAND TOTALS						
Part 1. Field Survey Services.	320	\$35,630.00	\$2,870.00	\$0.00	\$38,500.00	13.49%
Part 2. Final Design and Construction Contract Documents.	1568	\$192,255.00	\$11,820.00	\$27,800.00 (1)	\$231,875.00	81.26%
Part 3. Land Acquisition Documents.	116	\$14,060.00	\$920.00	\$0.00	\$14,980.00	5.25%
GRAND TOTAL	2004	\$241,945.00	\$15,610.00	\$27,800.00	\$285,355.00	100.00%

(1) Pavement cores and soils survey recommendations to be provided by TSC, Inc.

(1) Sewer televising to be provided by Hoerr Construction, Inc. City of Bloomington to be responsible for uncovering and opening buried manholes and cleaning sewers of blockages.

Cost Estimate of Consultant Services

CSO Elimination Improvements Only
Summary of Services

	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	(1) OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF GRAND TOTAL (H)
Part 1. Field Survey Services.	192	\$21,400.00	\$1,765.00	\$0.00	\$23,165.00	13.15%
Part 2. Final Design and Construction Contract Documents.	874	\$107,410.00	\$6,245.00	\$24,300.00 (1)	\$137,955.00	78.34%
Part 3. Land Acquisition Documents.	116	\$14,060.00	\$920.00	\$0.00	\$14,980.00	8.51%
GRAND TOTAL	1182	\$142,870.00	\$8,930.00	\$24,300.00	\$176,100.00	100.00%

(1) Pavement cores and soils survey recommendations to be provided by TSC, Inc.

(1) Sewer televising to be provided by Hoerr Construction, Inc. City of Bloomington to be responsible for uncovering and opening buried manholes and cleaning sewers of blockages.

Part 1 Field Survey Services

Project Element	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF TOTAL (H)
A. FIELD SURVEYS (SURV)	192	\$21,400.00	\$1,765.00	\$0.00	\$23,165.00	100.00%
TOTALS	192	\$21,400.00	\$1,765.00	\$0.00	\$23,165.00	100.00%

Part 1 Field Survey Services

Worksheet Multiplier = 1.00

Project Element

A. FIELD SURVEYS (SURV)

	Project Director \$170.00	Project Manager \$145.00	Water/Sewer Engineer \$125.00	Roadway Engineer \$125.00	PLS Designer \$125.00	Design Tech \$110.00	Survey Tech \$95.00	Clerk/ Typist \$70.00	Total Hours	Total Salary
1. Coordinate field survey.		1			2		2		1	\$145.00
2. Vertical Control (set 5 additional TBM's).					3		3		4	\$440.00
3. Run level circuit for additional benchmarks.					2		2		6	\$660.00
4. Set horizontal control points (10)					3		3		4	\$440.00
5. Tie horizontal control points.					3		3		4	\$440.00
6. Run GPS Calibration of Vertical Control Points (10)					4		4		8	\$880.00
7. Set/Pickup soil borings & pavement core locations for soils & pavement study.		1			2		2		5	\$585.00
8. Topography & Cross Sections Grove St., Moore St., Warner St. & Mercer Av. (2600', Cross Sections at 50' o.c.).					24		24		48	\$5,280.00
9. Plan in hand field check of previous topo of Washington St., Moore St. and Alley.					8		8		16	\$1,760.00
10. Pick up survey of utility facilities after locates are done.					6		6		12	\$1,320.00
11. Structure inspections (collect inlet & manhole cuts and details. Assume 30).					10		10		20	\$2,200.00
12. Download field data to office data files & edit graphics.					9		9		9	\$1,125.00
13. Stake & tie proposed C.L. control points (14).					4		4		8	\$880.00
14. Site visit to take photos, prepare photo catalog & mark stations at intersections.					4		4		8	\$880.00
15. Coordinate with designers for preparing existing topographic information and final plan information to be incorporated into the City's GIS system.				1	2				3	\$375.00
16. Field data collection of sanitary sewer service connections for locations. Assumes 50 service lines to be located by televising and CDI to shoot-in markings set by televising crew. (Includes individual service line investigations for 5 locations if necessary by contacting property owners, dye testing and shooting-in lines at ROW limits and connection points to mainline sewer.)			2		16		16		34	\$3,770.00
Total Hours Section A.										
Total Salaries Section A.										
Average Salary Section A.										
	0	2	2	1	99	0	88	0	192	\$21,400.00
	\$0.00	\$290.00	\$250.00	\$125.00	\$12,375.00	\$0.00	\$8,360.00	\$0.00		\$111.46

Note:

- A7. Soils survey and recommendations to be provided by TSC, Inc.
A10. Assumes utility facilities will be located by JULIE from request from TSC.
A16. Mapping to be provided by City. Televising of all sewers for condition of pipes and service locations by Hoerr Construction, Inc.

Part 1 Field Survey Services

	Mileage	Meals	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	\$1,000.00	\$0.00	\$30.00	\$60.00	\$30.00	\$300.00 (A)	\$195.00	\$150.00	\$1,765.00
TOTALS	\$1,000.00	\$0.00	\$30.00	\$60.00	\$30.00	\$300.00	\$195.00	\$150.00	\$1,765.00
Miscellaneous Expenses									
(A) Survey Supplies and photo log materials.									

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	ADDITIONAL/ OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF TOTAL (H)
A. DEVELOP PROJECT BASE SHEETS (PLOT)	32	\$3,535.00	\$345.00	\$0.00	\$3,880.00	2.81%
B. TYPICAL SECTION & H/A ALIGNMENT STUDIES (ALGN)	41	\$4,750.00	\$315.00	\$0.00	\$5,065.00	3.67%
C. DRAINAGE DESIGN (DRNG)	50	\$6,330.00	\$0.00	\$0.00	\$6,330.00	4.59%
D. PAVEMENT DESIGN STUDIES (PVMT)	8	\$1,040.00	\$5.00	\$0.00	\$1,045.00	0.76%
E. ROADWAY LIGHTING STUDY (RWL)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F. SEWER PIPE TELEVISION REVIEW (SWR)	32	\$3,760.00	\$0.00	\$0.00	\$3,760.00	2.73%
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	34	\$3,965.00	\$220.00	\$0.00	\$4,185.00	3.03%
H. PLANS (PLAN)	354	\$41,630.00	\$3,070.00	\$0.00	\$44,700.00	32.40%
I. ESTIMATES (EST)	71	\$9,145.00	\$505.00	\$0.00	\$9,650.00	7.00%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	54	\$7,115.00	\$210.00	\$0.00	\$7,325.00	5.31%
K. BIDDING ASSISTANCE (BID)	26	\$3,305.00	\$840.00	\$0.00	\$4,145.00	3.00%
L. PROJECT COORDINATION & MANAGEMENT (ADMIN)	60	\$8,115.00	\$345.00	\$0.00	\$8,460.00	6.13%
SUBTOTAL ITEMS A THRU L - BASIC DESIGN PHASE SERVICES	762	\$92,690.00	\$5,855.00	\$0.00	\$98,545.00	71.43%
M. PERMIT APPLICATIONS (PRMT)	10	\$1,190.00	\$45.00	\$0.00	\$1,235.00	0.90%
N. ENVIRONMENTAL CLEARANCES (ENVR)	2	\$250.00	\$10.00	\$0.00	\$260.00	0.19%
O. IEPA COORDINATION & LOAN (IEPA)	75	\$10,165.00	\$140.00	\$0.00	\$10,305.00	7.47%
P. PUBLIC INFORMATION MEETINGS (PIM)	25	\$3,115.00	\$195.00	\$0.00	\$3,310.00	2.40%
Q. CONSTRUCTION PHASE SERVICES (CON)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R. GEOTECHNICAL ENGINEERING	0	\$0.00	\$0.00	\$4,300.00 (1)	\$4,300.00	3.12%
S. SEWER TELEVISION SERVICES	0	\$0.00	\$0.00	\$20,000.00 (2)	\$20,000.00	14.50%
SUBTOTAL ITEMS M THRU S - SUPPLEMENTAL DESIGN PHASE SERVICES	112	\$14,720.00	\$390.00	\$24,300.00	\$39,410.00	28.57%
GRAND TOTAL ITEMS A THRU S	874	\$107,410.00	\$6,245.00	\$24,300.00	\$137,955.00	100%

(1) Pavement cores and soils survey recommendations to be provided by TSC, Inc.

(2) Sewer televising to be provided by Hoerr Construction, Inc. City of Bloomington to be responsible for uncovering and opening buried manholes and cleaning sewers of blockages.

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element

A. DEVELOP PROJECT BASE SHEETS (PLOT)

1. Plan & Profile sheets - 4200' = 12 sheets at 1"=20'.
2. Street cross section sheets. For Moore and Warner streets where 700 feet of total pavement and curb and gutter replacement is anticipated. (6 sheets)

Total Hours Section A.
Total Salaries Section A.
Average Salary Section A.

\$3,535.00
\$110.47

Note:

A2. Assumes for remaining streets all work within limits of existing curb lines and no cross sections required.

B. TYPICAL SECTION & HV ALIGNMENT STUDIES (ALGN)

1. Define design criteria to be used based on traffic volumes and speed.
2. Define existing/proposed typical section elements for 5 streets and 1 alley.
3. Develop roadway HVV alignments.
4. Develop sanitary sewer HVV alignments.
5. Develop water main HVV alignments.

Total Hours Section B.
Total Salaries Section B.
Average Salary Section B.

\$4,760.00
\$115.85

Note:

B1. IDOT Local Roads policies and procedures to be followed for MFT funding.
B4. Sanitary sewer in alley to remain and be lined.

C. DRAINAGE DESIGN (DRNG)

1. Review Facility Planning Report.
2. Develop storm sewer HVV alignments.
3. Determine/quantify drainage areas and compute discharges.
4. Compute pavement ponding/inlet spacing requirements and size storm sewers for capacity in areas with curb and gutters.

Total Hours Section C.
Total Salaries Section C.
Average Salary Section C.

\$6,330.00
\$126.60

Note:

C3. Design based on 10 year design storm frequency.

D. PAVEMENT DESIGN STUDIES (PVMT)

1. Review City manual of practice, traffic forecasts and pavement core information.
2. Develop 4 final pavement designs and cost estimate comparisons.
3. Coordinate with City for final pavement selection.

Total Hours Section D.
Total Salaries Section D.
Average Salary Section D.

\$1,040.00
\$130.00

Note:

D1. Soil boring logs and pavement cores provided by TSC.
D2. PC concrete, HMA full depth, and HMA surface over PCC or HMA base course alternate designs.

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element

E. ROADWAY LIGHTING STUDY (RWL)

- Establish appropriate lighting design criteria for class of roadway and function. Perform photometric analysis to obtain proper illumination level and uniformity. Provide electrical department with pole locations and heights required, davit lengths and light wattages.
1. Develop design criteria.
 2. Perform roadway photometrics.
 3. Field reconnaissance and coordination with power company to determine locations for power connection.
 4. Determine location and dimensions of proposed light poles, wattage, and distribution of luminaires.
 5. Perform voltage drop calculations.

Total Hours Section E.
Total Salaries Section E.
Average Salary Section E.

\$0.00
\$0.00
\$0.00

Note:

Lighting design not required. Existing lights leased from Ameren and will be relocated where necessary.

F. SEWER PIPE TELEVISION REVIEW (SWR)

1. Review of television tapes for all sewers including lateral services, scheduling of pipe conditions, failures and recommendations for repair or replacement.

Total Hours Section F.
Total Salaries Section F.
Average Salary Section F.

\$0.00
\$0.00
\$117.50

Note:

Sewer televising to be provided by Hoerr Construction, Inc.

G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)

1. Coordinate with Utility Companies for utility mapping & verification of location of facilities.
2. Plot utility locations per data furnished by Utility Companies and from field survey.
3. Analyze potential conflicts - revise designs as possible to mitigate.
4. Meet with Utility Companies to discuss results & request hard Locates. (Assume 1 Meetings).
5. Coordinate with Utility Companies for relocations of their facilities.
6. Review Utility Company relocation plans and advise the City on issuing permits.

Total Hours Section G.
Total Salaries Section G.
Average Salary Section G.

\$0.00
\$0.00
\$116.62

Note:

G6. Includes preparation of hi-lighted utility plans to be sent to each utility owner.

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element

J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)

1. Technical special provisions.
2. Proposal/contract booklet.
3. QA review of specifications.
4. Update specifications for IDOT changes to supplemental specifications after final specifications have been approved.

Total Hours Section J.
Total Salaries Section J.
Average Salary Section J.

Project Director	Project Manager	Water/Sewer Engineer	Roadway Engineer	PLS Designer	Design Tech	Design Tech	Clerk/Typist	Total Hours	Total Salary
\$170.00	\$145.00	\$125.00	\$125.00	\$125.00	\$110.00	\$95.00	\$70.00		
5	12	13	13				4	34	\$4,110.00
								12	\$1,740.00
								5	\$850.00
								3	\$415.00

Note:

- J2. Specifications to follow IDOT format where possible.
J2. Specifications will include incorporating the applicable IEPA documents in the specifications.

K. BIDDING ASSISTANCE (BID)

1. Advertising.
2. Attend Pre-Bid conference.
3. Plan distribution.
4. Prequalification evaluation of bidders.
5. Bidders questions - issue clarification/addenda.
6. Attend bid opening.
7. Review bids and prepare tabulation of bids.

Total Hours Section K.
Total Salaries Section K.
Average Salary Section K.

Project Director	Project Manager	Water/Sewer Engineer	Roadway Engineer	PLS Designer	Design Tech	Design Tech	Clerk/Typist	Total Hours	Total Salary
\$0.00	\$1,015.00	\$1,000.00	\$1,000.00	\$0.00	\$220.00	\$0.00	\$70.00	26	\$3,305.00
	7	8	8		2		1		\$127.12

Note:

- K1. Advertising to be paid directly by City of Bloomington.

L. PROJECT COORDINATION & MANAGEMENT (ADMIN)

1. Organization & setup of project work plan and files.
2. Project review meetings (6 meetings with City).
3. Preparation of meeting minutes.
4. General project administration (10 months design).

Total Hours Section L.
Total Salaries Section L.
Average Salary Section L.

Project Director	Project Manager	Water/Sewer Engineer	Roadway Engineer	PLS Designer	Design Tech	Design Tech	Clerk/Typist	Total Hours	Total Salary
\$1,530.00	\$3,915.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00	60	\$8,115.00
9	27	18					6		\$135.25

BASIC DESIGN SERVICES - ITEMS A THRU L

SUBTOTAL HOURS - ITEMS A THRU L
SUBTOTAL SALARIES - ITEMS A THRU L
SUBTOTAL AVERAGE SALARY - ITEMS A THRU L

Project Director	Project Manager	Water/Sewer Engineer	Roadway Engineer	PLS Designer	Design Tech	Design Tech	Clerk/Typist	Total Hours	Total Salary
\$4,080.00	\$18,125.00	\$14,750.00	\$24,875.00	\$1,250.00	\$19,910.00	\$8,930.00	\$770.00	762	\$92,690.00
24	125	118	199	10	181	94	11		\$121.64

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element	Project Director	Project Manager	(3) Water/Sewer Engineer	Roadway Engineer	PLS Designer	Design Tech	Design Tech	Clerk/Typist	Total Hours	Total Salary
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M. PERMIT APPLICATIONS (PRMT)

- NPDES permit & form 2342, include special provision in proposal book.
- Prepare & submit sanitary sewer permit application to IEPA.
- Prepare & submit water main permit application to IEPA.

	0	0	5	3	0	0	2	0	10	\$1,190.00
Total Hours Section M.	\$0.00	\$0.00	\$625.00	\$375.00	\$0.00	\$0.00	\$190.00	\$0.00		\$119.00
Total Salaries Section M.										
Average Salary Section M.										

Note:
Assumes no COE or IDNR permits will be required.

N. ENVIRONMENTAL CLEARANCES (ENVR)

- ECOCAT submittal.
- IHPA request for review for historical sites.
- Special waste screening.

	0	0	2	0	0	0	0	0	2	\$250.00
Total Hours Section N.	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$125.00
Total Salaries Section N.										
Average Salary Section N.										

Note:
N1. ECOCAT consultation completed on 5-1-09 for biological and wetland with no findings and was terminated.
N3. Assumes no right of way being taken, thus no special waste screening will be done.

O. IEPA COORDINATION & LOAN (IEPA)

- Review facilities plan with City Staff and define limits of plan to be updated.
- Prepare memo to IEPA requesting review of current facilities plan.
- Update facilities plan documents per IEPA comments to memo.
- Submit facilities plan to City and IEPA for review and address comments.
- Applications and coordination for securing project funding from IEPA.
- Develop and submit loan repayment plan to City and IEPA.

	18	2	53	0	0	0	2	0	75	\$10,165.00
Total Hours Section O.	\$3,060.00	\$290.00	\$6,625.00	\$0.00	\$0.00	\$0.00	\$190.00	\$0.00		\$135.53
Total Salaries Section O.										
Average Salary Section O.										

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element	Project Director	Project Manager	(3) Water/Sewer Engineer	Roadway Engineer	PLS Designer	Design Tech	Design Tech	Clerk/Typist	Total Hours	Total Salary
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P. PUBLIC INFORMATION MEETINGS (PIM)

1. Facility arrangement				1					1	\$125.00
2. Exhibit preparation.		1	3	5			4		14	\$1,680.00
3. Prepare informational handout.			2						2	\$250.00
4. Prepare public notice.			1						1	\$125.00
5. Meeting setup & attendance for 1 meeting.		3	4						7	\$935.00

Total Hours Section P.
Total Salaries Section P.
Average Salary Section P.

0	4	10	6	0	4	1	0	25	\$3,115.00
\$0.00	\$580.00	\$1,250.00	\$750.00	\$0.00	\$440.00	\$95.00	\$0.00		\$124.60

Note:

P4. City to send public notice to residents near project limits and other interested persons.

P4. Public notice advertising costs to be paid by City.

P5. Meeting at 60% completion point.

Q. CONSTRUCTION PHASE SERVICES (CON)

1. Scope of services will be determined prior to the start of construction.

0	0	0	0	0	0	0	0	0	\$0.00
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Total Hours Section Q.
Total Salaries Section Q.
Average Salary Section Q.

0	0	0	0	0	0	0	0	0	\$0.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

SUPPLEMENTAL DESIGN SERVICES - ITEMS M THRU Q

18	6	70	9	0	4	5	0	112	\$14,720.00
\$3,060.00	\$870.00	\$8,750.00	\$1,125.00	\$0.00	\$440.00	\$475.00	\$0.00		\$131.43

42	131	188	208	10	185	99	11	874	\$107,410.00
\$7,140.00	\$18,995.00	\$23,500.00	\$26,000.00	\$1,250.00	\$20,350.00	\$9,405.00	\$770.00		\$122.89

Part 2 Final Design and Construction Contract

	Mileage	Meals	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	Totals
A. DEVELOP PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$345.00
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$315.00	\$315.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. PAVEMENT DESIGN STUDIES (PVMT)	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
E. ROADWAY LIGHTING STUDY (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER PIPE TELEVISION REVIEW (SWR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	\$40.00	\$0.00	\$100.00	\$25.00	\$25.00	\$0.00	\$30.00	\$220.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$2,820.00	\$3,070.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00	\$495.00	\$505.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$200.00	\$10.00	\$0.00	\$0.00	\$210.00	\$210.00
K. BIDDING ASSISTANCE (BID)	\$75.00	\$0.00	\$700.00	\$15.00	\$50.00	\$0.00	\$0.00	\$840.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$250.00	\$0.00	\$25.00	\$50.00	\$20.00	\$0.00	\$0.00	\$345.00
M. PERMIT APPLICATION (PRMT)	\$0.00	\$0.00	\$25.00	\$5.00	\$15.00	\$0.00	\$0.00	\$45.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00	\$0.00	\$10.00
O. IEPA COORDINATION & LOAN (IEPA)	\$0.00	\$0.00	\$100.00	\$25.00	\$15.00	\$0.00	\$0.00	\$140.00
P. PUBLIC INFORMATION MEETINGS (PIM)	\$40.00	\$0.00	\$50.00	\$5.00	\$0.00	\$25.00 (A)	\$75.00	\$195.00
Q. CONSTRUCTION PHASE SERVICES (CON)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$405.00	\$0.00	\$1,460.00	\$140.00	\$135.00	\$25.00	\$4,080.00	\$6,245.00

Miscellaneous Expenses

(A) Presentation materials for PIM.

Part 3 Land Acquisition Documents

Project Element	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF TOTAL (H)
A. LAND ACQUISITION (ROW)	116	\$14,060.00	\$920.00	\$0.00	\$14,980.00	100.00%
TOTALS	116	\$14,060.00	\$920.00	\$0.00	\$14,980.00	100.00%

Part 3 Land Acquisition Documents

Worksheet Multiplier = 1.00

Project Element	Project Director \$170.00	Project Manager \$145.00	Water/Sewer Engineer \$125.00	Roadway Engineer \$125.00	PLS Designer \$125.00	Design Tech \$110.00	Survey Tech \$95.00	Clerk/Typist \$70.00	Total Hours	Total Salary
A. LAND ACQUISITION (ROW)										
1. Coordinate with project manager for location of proposed easements.		2			2				4	\$540.00
2. Order title letters (assume 10 TCE parcels).					3				3	\$375.00
3. Obtain subdivision plats, surveys and monument records.					6				6	\$750.00
4. Locate property pins and shoot-in in areas where easements are needed.					8		8		16	\$1,760.00
5. Configure existing ROW & property lines in CADD.					10				10	\$1,250.00
6. Define proposed temporary easement lines in CADD.			2		4				6	\$750.00
7. Develop base plat files (10 TCE).					20				20	\$2,500.00
8. Annotate metes/bounds geometry.					10				10	\$1,250.00
9. Annotate general information on plats.					10				10	\$1,250.00
10. Create legal descriptions (10 TCE).					15				15	\$1,875.00
11. Preliminarily stake TCE (10 parcels, 30 points with wood hubs and lath).					8		8		16	\$1,760.00
Total Hours Section A.										
Total Salaries Section A.										
Average Salary Section A.										
	0 \$0.00	2 \$290.00	2 \$250.00	0 \$0.00	96 \$12,000.00	0 \$0.00	16 \$1,520.00	0 \$0.00	116	\$14,060.00 \$121.21

Note:

A2. Title letters to be paid directly by City of Bloomington.
A11. To be done during construction phase.

Part 3 Land Acquisition Documents

	Mileage	Meals	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	GPS	Totals
A. LAND ACQUISITION (ROW)	\$90.00	\$0.00	\$100.00	\$20.00	\$30.00	\$50.00 (A)	\$450.00	\$180.00	\$920.00
TOTALS	\$90.00	\$0.00	\$100.00	\$20.00	\$30.00	\$50.00	\$450.00	\$180.00	\$920.00
Miscellaneous Expenses									
(A) Survey Supplies.									

Proposal for Engineering Services

Locust St. CSO Elimination & Water Main Improvements Phase 2

City of Bloomington

Opp. No. 130065

Proj. No. B0110123

J:\Trans\Proposals\Bloomington\Locust CSO & Water Main\Administration\work plan\Locust CSO & W.M. PSE Phase 2-(Final Water).xls

Clark Dietz, Inc

Cost Estimate of Consultant Services

Water Main Improvements Only
Summary of Services

	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	(1) OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF GRAND TOTAL (H)
Part 1. Field Survey Services.	128	\$14,230.00	\$1,105.00	\$0.00	\$15,335.00	14.04%
Part 2. Final Design and Construction Contract Documents.	694	\$84,845.00	\$5,575.00	\$3,500.00 (1)	\$93,920.00	85.96%
Part 3. Land Acquisition Documents.	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
GRAND TOTAL	822	\$99,075.00	\$6,680.00	\$3,500.00	\$109,255.00	100.00%

(1) Pavement cores and soils survey recommendations to be provided by TSC, Inc.

Part 1 Field Survey Services

Project Element	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF TOTAL (H)
A. FIELD SURVEYS (SURV)	128	\$14,230.00	\$1,105.00	\$0.00	\$15,335.00	100.00%
TOTALS	128	\$14,230.00	\$1,105.00	\$0.00	\$15,335.00	100.00%

Part 1 Field Survey Services

Worksheet Multiplier = 1.00

Project Element	Project Director \$170.00	Project Manager \$145.00	Water/Sewer Engineer \$125.00	Roadway Engineer \$125.00	PLS Designer \$125.00	Design Tech \$110.00	Survey Tech \$95.00	Clerk/Typist \$70.00	Total Hours	Total Salary
A. FIELD SURVEYS (SURV)										
1. Coordinate field survey.					1				1	\$125.00
2. Vertical Control (set 5 additional TBM's).					1		1		2	\$220.00
3. Run level circuit for additional benchmarks.					3		3		6	\$660.00
4. Set horizontal control points (10)					2		2		4	\$440.00
5. Tie horizontal control points.					3		3		6	\$660.00
6. Run GPS Calibration of Vertical Control Points (10)					4		4		8	\$880.00
7. Set/Pickup soil borings & pavement core locations for soils & pavement study.					2		2		4	\$440.00
8. Topography & Cross Sections Grove St., Moore St., Warner St. & Mercer Av. (2600'; Cross Sections at 50' o.c.).					28		28		56	\$6,160.00
9. Plan in hand field check of previous topo of Washington St., Moore St. and Alley.					2		2		4	\$440.00
10. Pick up survey of utility facilities after locates are done.					4		4		8	\$880.00
11. Structure inspections (collect inlet & manhole cuts and details. Assume 30).					2		2		4	\$440.00
12. Download field data to office data files & edit graphics.					7		4		7	\$875.00
13. Stake & tie proposed C.L. control points (14).					4		4		8	\$880.00
14. Site visit to take photos, prepare photo catalog & mark stations at intersections.					4		4		8	\$880.00
15. Coordinate with designers for preparing existing topographic information and final plan information to be incorporated into the City's GIS system.					2				2	\$250.00
Total Hours Section A.										128
Total Salaries Section A.										\$14,230.00
Average Salary Section A.										\$111.17

Note:

- A7. Soils survey and recommendations to be provided by TSC, Inc.
A10. Assumes utility facilities will be located by JULIE from request from TSC.
A16. Mapping to be provided by City.

Part 1 Field Survey Services

	Mileage	Meals	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	GPS	Totals
A. FIELD SURVEYS (SURV)	\$600.00	\$0.00	\$20.00	\$40.00	\$20.00	\$200.00 (A)	\$135.00	\$90.00	\$1,105.00
TOTALS	\$600.00	\$0.00	\$20.00	\$40.00	\$20.00	\$200.00	\$135.00	\$90.00	\$1,105.00
Miscellaneous Expenses									
(A) Survey Supplies and photo log materials.									

Part 2 Final Design and Construction Contract Documents

Project Element	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	ADDITIONAL/ OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF TOTAL (H)
A. DEVELOP PROJECT BASE SHEETS (PLOT)	30	\$3,315.00	\$345.00	\$0.00	\$3,660.00	3.90%
B. TYPICAL SECTION & H/A ALIGNMENT STUDIES (ALGN)	45	\$5,110.00	\$375.00	\$0.00	\$5,485.00	5.84%
C. DRAINAGE DESIGN (DRNG)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
D. PAVEMENT DESIGN STUDIES (PVMT)	6	\$770.00	\$5.00	\$0.00	\$775.00	0.83%
E. ROADWAY LIGHTING STUDY (RWL)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
F. SEWER PIPE TELEVISION REVIEW (SWR)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	30	\$3,465.00	\$215.00	\$0.00	\$3,680.00	3.92%
H. PLANS (PLAN)	292	\$34,010.00	\$2,770.00	\$0.00	\$36,780.00	39.16%
I. ESTIMATES (EST)	61	\$7,845.00	\$175.00	\$0.00	\$8,020.00	8.54%
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	50	\$6,615.00	\$210.00	\$0.00	\$6,825.00	7.27%
K. BIDDING ASSISTANCE (BID)	24	\$3,015.00	\$840.00	\$0.00	\$3,855.00	4.10%
L. PROJECT COORDINATION & MANAGEMENT (ADMIN)	60	\$8,115.00	\$275.00	\$0.00	\$8,390.00	8.93%
SUBTOTAL ITEMS A THRU L - BASIC DESIGN PHASE SERVICES	598	\$72,260.00	\$5,210.00	\$0.00	\$77,470.00	82.49%
M. PERMIT APPLICATIONS (PRMT)	7	\$815.00	\$35.00	\$0.00	\$850.00	0.91%
N. ENVIRONMENTAL CLEARANCES (ENVR)	2	\$250.00	\$10.00	\$0.00	\$260.00	0.28%
O. IEPA COORDINATION & LOAN (IEPA)	66	\$8,905.00	\$130.00	\$0.00	\$9,035.00	9.62%
P. PUBLIC INFORMATION MEETINGS (PIM)	21	\$2,615.00	\$190.00	\$0.00	\$2,805.00	2.99%
Q. CONSTRUCTION PHASE SERVICES (CON)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R. GEOTECHNICAL ENGINEERING	0	\$0.00	\$0.00	\$3,500.00 (1)	\$3,500.00	3.73%
SUBTOTAL ITEMS M THRU R - SUPPLEMENTAL DESIGN PHASE SERVICES	96	\$12,585.00	\$365.00	\$3,500.00	\$16,450.00	17.51%
GRAND TOTAL ITEMS A THRU R	694	\$84,845.00	\$5,575.00	\$3,500.00	\$93,920.00	100%

(1) Pavement cores and soils survey recommendations to be provided by TSC, Inc.

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element

A. DEVELOP PROJECT BASE SHEETS (PLOT)

1. Plan & Profile sheets - 4200' = 12 sheets at 1"=20'.
2. Street cross section sheets. For Moore and Warner streets where 700 feet of total pavement and curb and gutter replacement is anticipated. (6 sheets)

Total Hours Section A.
Total Salaries Section A.
Average Salary Section A.

\$3,315.00
\$110.50

Note:

A2. Assumes for remaining streets all work within limits of existing curb lines and no cross sections required.

B. TYPICAL SECTION & HV ALIGNMENT STUDIES (ALGN)

1. Define design criteria to be used based on traffic volumes and speed.
2. Define existing/proposed typical section elements for 5 streets and 1 alley.
3. Develop roadway HVV alignments.
4. Develop sanitary sewer HVV alignments.
5. Develop water main HVV alignments.

Total Hours Section B.
Total Salaries Section B.
Average Salary Section B.

\$5,110.00
\$113.56

Note:

B1. IDOT Local Roads policies and procedures to be followed for MFT funding.

C. DRAINAGE DESIGN (DRNG)

1. Review Facility Planning Report.
2. Develop storm sewer HVV alignments.
3. Determine/quantify drainage areas and compute discharges.
4. Compute pavement ponding/inlet spacing requirements and size storm sewers for capacity in areas with curb and gutters.

Total Hours Section C.
Total Salaries Section C.
Average Salary Section C.

\$0.00
\$0.00
\$0.00

Note:

C3. Design based on 10 year design storm frequency.

D. PAVEMENT DESIGN STUDIES (PVMT)

1. Review City manual of practice, traffic forecasts and pavement core information.
2. Develop 4 final pavement designs and cost estimate comparisons.
3. Coordinate with City for final pavement selection.

Total Hours Section D.
Total Salaries Section D.
Average Salary Section D.

\$770.00
\$128.33

Note:

D1. Soil boring logs and pavement cores provided by TSC.
D2. PC concrete, HMA full depth, and HMA surface over PCC or HMA base course alternate designs.

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element

E. ROADWAY LIGHTING STUDY (RWL)

- Establish appropriate lighting design criteria for class of roadway and function. Perform photometric analysis to obtain proper illumination level and uniformity. Provide electrical department with pole locations and heights required, davit lengths and light wattages.
1. Develop design criteria.
 2. Perform roadway photometrics.
 3. Field reconnaissance and coordination with power company to determine locations for power connection.
 4. Determine location and dimensions of proposed light poles, wattage, and distribution of luminaires.
 5. Perform voltage drop calculations.

Total Hours Section E.
Total Salaries Section E.
Average Salary Section E.

Note:
Lighting design not required. Existing lights leased from Ameren and will be relocated where necessary.

F. SEWER PIPE TELEVISION REVIEW (SWR)

1. Review of television tapes for all sewers including lateral services, scheduling of pipe conditions, failures and recommendations for repair or replacement.

Total Hours Section F.
Total Salaries Section F.
Average Salary Section F.

G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)

1. Coordinate with Utility Companies for utility mapping & verification of location of facilities.
2. Plot utility locations per data furnished by Utility Companies and from field survey.
3. Analyze potential conflicts - revise designs as possible to mitigate.
4. Meet with Utility Companies to discuss results & request hard Locates. (Assume 1 Meetings).
5. Coordinate with Utility Companies for relocations of their facilities.
6. Review Utility Company relocation plans and advise the City on issuing permits.

Total Hours Section G.
Total Salaries Section G.
Average Salary Section G.

Note:
G6. Includes preparation of hi-lighted utility plans to be sent to each utility owner.

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element

H. PLANS (PLAN)

1. Title sheet (w/sheet index).
2. General notes (1 sheet).
3. Key map, standards list, and legend (1 sheet).
4. Summary of quantities (3 sheets).
5. Quantity schedules (4 sheets).
6. Typical sections for 5 streets and 1 alley (2 existing sheets & 3 proposed sheets).
7. Horizontal layout & control including benchmarks and proposed TCE (3 sheets).
8. Stage construction/maintenance of traffic/detour plans (4 sheets).
9. Removals/Relocation plans (6 DBL PNL plan sheets @ 1" = 20").
10. Street & storm sewer plan/profile sheets (12 sheets @ 1" = 20").
11. Sanitary sewer plan/profile sheets (5 sheets @ 1" = 20").
12. Alley sanitary sewer lining plan/profile sheets (2 sheets @ 1" = 20").
13. Water Main plan/profile sheets (8 sheets @ 1" = 20").
14. Storm water pollution prevention plan (3 DBL PNL plan sheets @ 1" = 40").
15. Intersection details (2 sheets-geometrics, sidewalk ramps & spot elevations for 7 intersections).
16. Pavement marking plans (6 DBL PNL plan sheets @ 1" = 20' & 2 sheets of typical marking details).
17. Sanitary sewer details. (1 sheet)
18. Water Main details. (1 sheet)
19. Miscellaneous details (2 sheets).
20. Street cross section sheets. For Moore and Warner streets where 700 feet of total pavement and curb and gutter replacement is anticipated. (6 sheets)
21. QA review of plans.
22. Update plans for City comments or IDOT changes to standard drawings after final plans have been approved.

Total Hours Section H.
Total Salaries Section H.
Average Salary Section H.

Note:
H4. Includes separation of quantities for alternate bids.
H6. Includes multiple proposed typical sections for alternate pavement types.

I. ESTIMATES (EST)

1. Prepare preliminary estimate of construction cost and review with City.
2. Pay item determination & quantity calculations.
3. Separate surface restoration costs for IEPA loan reimbursement.
4. Estimate of construction cost.
5. Estimate of construction time.

Total Hours Section I.
Total Salaries Section I.
Average Salary Section I.

Note:
I.2. Pay items to follow IDOT format where possible.
I.2. Includes separation of quantities for alternate bids.

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element	Project Director \$170.00	Project Manager \$145.00	(3) Water/Sewer Engineer \$125.00	Roadway Engineer \$125.00	PLS Designer \$125.00	Design Tech \$110.00	Design Tech \$95.00	Clerk/Typist \$70.00	Total Hours	Total Salary
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)										
1. Technical special provisions.		4	11	11				4	30	\$3,610.00
2. Proposal/contract booklet.		12							12	\$1,740.00
3. QA review of specifications.	5								5	\$850.00
4. Update specifications for IDOT changes to supplemental specifications after final specifications have been approved.		2	1						3	\$415.00

Total Hours Section J.
Total Salaries Section J.
Average Salary Section J.

5	18	12	11	0	0	0	0	4	50	\$6,615.00
\$850.00	\$2,610.00	\$1,500.00	\$1,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.00		\$132.30

Note:
J2. Specifications to follow IDOT format where possible.
J2. Specifications will include incorporating the applicable IEPA documents in the specifications.

K. BIDDING ASSISTANCE (BID)

1. Advertising.			1						1	\$125.00
2. Attend Pre-Bid conference.		2	2						4	\$540.00
3. Plan distribution.			1			2			3	\$345.00
4. Prequalification evaluation of bidders.				1					1	\$125.00
5. Bidders questions - issue clarification/addenda.		2	4	4				1	11	\$1,360.00
6. Attend bid opening.		1							1	\$145.00
7. Review bids and prepare tabulation of bids.				3					3	\$375.00

Total Hours Section K.
Total Salaries Section K.
Average Salary Section K.

0	5	8	8	0	2	0	0	1	24	\$3,015.00
\$0.00	\$725.00	\$1,000.00	\$1,000.00	\$0.00	\$220.00	\$0.00	\$0.00	\$70.00		\$125.63

Note:
K1. Advertising to be paid directly by City of Bloomington.

L. PROJECT COORDINATION & MANAGEMENT (ADMIN)

1. Organization & setup of project work plan and files.		3						1	4	\$505.00
2. Project review meetings (6 meetings with City).	6	12	12						30	\$4,260.00
3. Preparation of meeting minutes.			6						6	\$750.00
4. General project administration (10 months design).	3	12						5	20	\$2,600.00

Total Hours Section L.
Total Salaries Section L.
Average Salary Section L.

9	27	18	0	0	0	0	0	6	60	\$8,115.00
\$1,530.00	\$3,915.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$420.00		\$135.25

BASIC DESIGN SERVICES - ITEMS A THRU L

SUBTOTAL HOURS - ITEMS A THRU L
SUBTOTAL SALARIES - ITEMS A THRU L
SUBTOTAL AVERAGE SALARY - ITEMS A THRU L

22	103	99	120	8	141	94	11	598	\$72,260.00
\$3,740.00	\$14,935.00	\$12,375.00	\$15,000.00	\$1,000.00	\$15,510.00	\$8,930.00	\$770.00		\$120.84

Part 2 Final Design and Construction Contract Documents

(3) Average salary shown for engineering labor.

Worksheet Multiplier = 1.00

Project Element	Project Director \$170.00	Project Manager \$145.00	(3) Water/Sewer Engineer \$125.00	Roadway Engineer \$125.00	PLS Designer \$125.00	Design Tech \$110.00	Design Tech \$95.00	Clerk/Typist \$70.00	Total Hours	Total Salary
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M. PERMIT APPLICATIONS (PRMT)

- NPDES permit & form 2342, include special provision in proposal book.
- Prepare & submit sanitary sewer permit application to IEPA.
- Prepare & submit water main permit application to IEPA.

Total Hours Section M.
Total Salaries Section M.
Average Salary Section M.

0
\$0.00

0
\$0.00

5
\$815.00

0
\$0.00

0
\$0.00

2
\$190.00

0
\$0.00

0
\$0.00

7
\$815.00

\$116.43

Note:
Assumes no COE or IDNR permits will be required.

N. ENVIRONMENTAL CLEARANCES (ENVR)

- ECOCAT submittal.
- IEPA request for review for historical sites.
- Special waste screening.

Total Hours Section N.
Total Salaries Section N.
Average Salary Section N.

0
\$0.00

0
\$0.00

2
\$250.00

0
\$0.00

0
\$0.00

0
\$0.00

0
\$0.00

0
\$0.00

2
\$250.00

\$125.00

Note:
N1. ECOCAT consultation completed on 5-1-09 for biological and wetland with no findings and was terminated.
N3. Assumes no right of way being taken, thus no special waste screening will be done.

O. IEPA COORDINATION & LOAN (IEPA)

- Review facilities plan with City Staff and define limits of plan to be updated.
- Prepare memo to IEPA requesting review of current facilities plan.
- Update facilities plan documents per IEPA comments to memo.
- Submit facilities plan to City and IEPA for review and address comments.
- Applications and coordination for securing project funding from IEPA.
- Develop and submit loan repayment plan to City and IEPA.

Total Hours Section O.
Total Salaries Section O.
Average Salary Section O.

15
\$2,550.00

2
\$290.00

47
\$5,875.00

0
\$0.00

0
\$0.00

2
\$190.00

0
\$0.00

0
\$0.00

66
\$8,905.00

\$134.92

Part 2 Final Design and Construction Contract

	Mileage	Meals	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	Totals
A. DEVELOP PROJECT BASE SHEETS (PLOT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$345.00	\$345.00
B. TYPICAL SECTION & H/V ALIGNMENT STUDIES (ALGN)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$375.00	\$375.00
C. DRAINAGE DESIGN (DRNG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. PAVEMENT DESIGN STUDIES (PVMT)	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
E. ROADWAY LIGHTING STUDY (RWL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. SEWER PIPE TELEVISION REVIEW (SWR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. UTILITY LOCATIONS/CONFLICTS/MITIGATION (UTIL)	\$35.00	\$0.00	\$100.00	\$10.00	\$25.00	\$0.00	\$45.00	\$215.00
H. PLANS (PLAN)	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$0.00	\$2,520.00	\$2,770.00
I. ESTIMATES (EST)	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00	\$165.00	\$175.00
J. SPECIAL PROVISIONS/PROPOSAL BOOKLET (SPEC)	\$0.00	\$0.00	\$200.00	\$10.00	\$0.00	\$0.00	\$0.00	\$210.00
K. BIDDING ASSISTANCE (BID)	\$75.00	\$0.00	\$700.00	\$15.00	\$50.00	\$0.00	\$0.00	\$840.00
L. PROJECT COORDINATION & MANAGEMENT (ADMN)	\$180.00	\$0.00	\$25.00	\$50.00	\$20.00	\$0.00	\$0.00	\$275.00
M. PERMIT APPLICATION (PRMT)	\$0.00	\$0.00	\$25.00	\$5.00	\$5.00	\$0.00	\$0.00	\$35.00
N. ENVIRONMENTAL CLEARANCES (ENVR)	\$0.00	\$0.00	\$5.00	\$0.00	\$5.00	\$0.00	\$0.00	\$10.00
O. IEPA COORDINATION & LOAN (IEPA)	\$0.00	\$0.00	\$100.00	\$20.00	\$10.00	\$0.00	\$0.00	\$130.00
P. PUBLIC INFORMATION MEETINGS (PIM)	\$35.00	\$0.00	\$50.00	\$5.00	\$0.00	\$25.00 (A)	\$75.00	\$190.00
Q. CONSTRUCTION PHASE SERVICES (CON)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$325.00	\$0.00	\$1,460.00	\$120.00	\$120.00	\$25.00	\$3,525.00	\$5,575.00

Miscellaneous Expenses

(A) Presentation materials for PIM.

Part 3 Land Acquisition Documents

Project Element	LABOR HOURS (A)	SALARY (B)	EXPENSES (E)	OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF TOTAL (H)
A. LAND ACQUISITION (ROW)	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
TOTALS	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

Part 3 Land Acquisition Documents

Worksheet Multiplier = 1.00

Project Element	Project Director \$170.00	Project Manager \$145.00	Water/Sewer Engineer \$125.00	Roadway Engineer \$125.00	PLS Designer \$125.00	Design Tech \$110.00	Survey Tech \$95.00	Clerk/Typist \$70.00	Total Hours	Total Salary
A. LAND ACQUISITION (ROW)										
1. Coordinate with project manager for location of proposed easements.									0	\$0.00
2. Order title letters (assume 10 TCE parcels).									0	\$0.00
3. Obtain subdivision plats, surveys and monument records.									0	\$0.00
4. Locate property pins and shoot-in in areas where easements are needed.									0	\$0.00
5. Configure existing ROW & property lines in CADD.									0	\$0.00
6. Define proposed temporary easement lines in CADD.									0	\$0.00
7. Develop base plat files (10 TCE).									0	\$0.00
8. Annotate metes/bounds geometry.									0	\$0.00
9. Annotate general information on plats.									0	\$0.00
10. Create legal descriptions (10 TCE).									0	\$0.00
11. Preliminarily stake TCE (10 parcels, 30 points with wood hubs and lath).									0	\$0.00
Total Hours Section A.										
Total Salaries Section A.										
Average Salary Section A.										
	0	0	0	0	0	0	0	0	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00

Note:

A2. Title letters to be paid directly by City of Bloomington.
A11. To be done during construction phase.

Part 3 Land Acquisition Documents

	Mileage	Meals	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	GPS	Totals
A. LAND ACQUISITION (ROW)									\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Expenses (A) Survey Supplies.									



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2013

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 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 Paula Dixon		1-800-527-9049	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
INSURED Clark Dietz, Inc. Clark Dietz Enterprises, Inc. 125 West Church Street Champaign, IL 61820			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: TRAVELERS IND CO OF AMER		25666
			INSURER B: TRAVELERS IND CO		25658
			INSURER C: TRAVELERS PROP CAS CO OF AMER		25674
			INSURER D: XL SPECIALTY INS CO		37885
			INSURER E:		
			INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 33476959

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6805977L67A	11/01/12	11/01/13	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC							\$
B	AUTOMOBILE LIABILITY			BA5974L734	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB	☒ OCCUR		CUP7600Y198	11/01/12	11/01/13	EACH OCCURRENCE	\$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7598Y555	11/01/12	11/01/13	☒ WC STATUTORY LIMITS	☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			DPR9703543	03/01/13	03/01/14	Each Claim	3,000,000
	(Claims Made)						Aggregate	3,000,000

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

Project: Locus-Colton CSO Elimination and Water Main Replacement, Phase 2

The City of Bloomington and it's employees are named as additional insureds as it pertains to the general liability and automobile insurance policies.

CERTIFICATE HOLDER**CANCELLATION**

Greg Kallevig, P.E. City of Bloomington 115 E. Washington Street Bloomington, IL 61702-3157 USA	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

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SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2012

<u>TITLE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Engineer 8	190.00
Engineer 7	170.00
Engineer 6	160.00
Engineer 5	145.00
Engineer 4	125.00
Engineer 3	110.00
Engineer 1 & 2	95.00
Technician 6	150.00
Technician 5	120.00
Technician 4	110.00
Technician 3	95.00
Technician 2	75.00
Technician 1	65.00
Clerical	70.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

SCHEDULE OF PROJECT RELATED EXPENSES

CLARK DIETZ INC.

January 1, 2013

Vehicles	
Autos	\$0.565/mile
Field Vehicles	\$60.00/day or \$0.565/mile (per agreement)
Survey Van	\$80.00/day or \$0.75/mile (per agreement)
Robotic Survey Equipment	\$20.00/hour
GPS Survey Equipment	\$30.00/hour
Nuclear Soils Compaction Gauge	\$50.00/day
CADD Usage	\$20.00/hour
Regular Format Copies* (8.5"x11" or 11"x17")	\$0.10/copy
Color Copies* (8.5"x11")	\$0.50/copy
Color Copies* (11"x17")	\$1.50/copy
Large Format Plotting and/or Copying*	
(12"x18")	\$0.50/sheet
(22"x34" or 24"x36")	\$1.75/sheet
(30"x42")	\$2.50/sheet
(36"x48")	\$3.00/sheet
Large Format Scanning*	
(12"x18")	\$.30/sheet
(22"x34" or 24"x36")	\$1.00/sheet
(30"x42")	\$1.50/sheet
(36"x48")	\$2.00/sheet
Hotels & Motels	At Cost
Meals	
Federal Express & UPS	
Public Transportation	
Film and Development	
Supplies	

Notes:

The rates in this schedule are subject to review and will be adjusted as necessary, but not sooner than six months after the date listed above. Certain rates listed with * are for in-house production. Larger quantities will be sent to an outside vendor. All project related expenses and subconsultants will be billed at 110% of actual costs to cover handling and administrative expenses.



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

JUNE 10, 2013

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum with Attachment 1.*
- Item 7G. Advertisements for the Bloomington Center for the Performing Arts (BCPA) in *The Pantagraph*. (Recommend that the advertising contract be approved, in the amount of ~~\$38,000~~ \$38,492.48, the formal bid process be waived, and the Mayor and City Clerk be authorized to execute the necessary documents.)

CORRECTION TO REGULAR AGENDA

- Item 8D. Economic Development Incentive Application submitted by Green Building, LLC for the property located at 115 E. Monroe St. (Recommend that the application be accepted, the Tax Abatement Agreement approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted). (*15 minutes*)



FOR COUNCIL: June 10, 2013

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed 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 1.d. City services delivered in the most cost-effective, efficient manner.

FINANCIAL IMPACT: Total disbursements to be approved \$5,479,476.00, (Payroll total \$1,980,450.82, and Accounts Payable total \$3,499,025.18).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of June 10, 2013

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/30/2013	\$ 1,217,965.06	\$ 112,248.20	\$ 1,330,213.26
5/31/2013	\$ 243,104.93	\$ 78,601.83	\$ 321,706.76
6/7/2013	\$ 247,331.25	\$ 80,336.22	\$ 327,667.47
5/23/2013 - 6/03/2013	\$ 1,110.32	\$ (246.99)	\$ 863.33
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 1,980,450.82

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
6/10/2013	AP General	\$ 3,157,376.68	
6/10/2013	AP BCPA		\$ -
6/10/2013	AP Comm Devel	\$ 70,882.80	
6/10/2013	AP IHDA		
6/10/2013	AP Library	\$ 126,146.37	
6/10/2013	AP MFT	\$ 139,195.41	
5/31/2013 - 6/03/2013	Off Cycle Check Runs	\$ 5,423.92	
	AP GRAND TOTAL	\$ 3,499,025.18	
			WIRE GRAND TOTAL
			\$ -
			WIRE GRAND TOTAL
			\$ -

TOTAL DISBURSEMENTS TO BE APPROVED: \$ 5,479,476.00

Respectfully,

Patti-Lynn Silva
Director of Finance