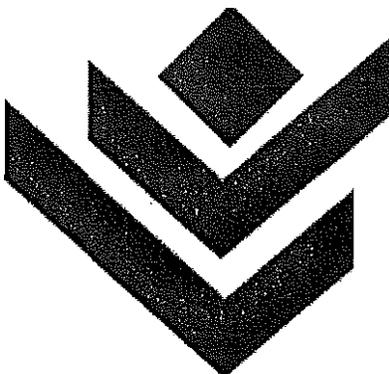




CITY OF
BLOOMINGTON
COUNCIL MEETING
FEBRUARY 27, 2017



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.

RESOLUTION NO. 2016 -29

A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

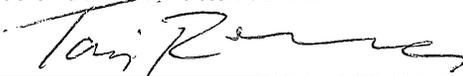
Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Cherry L. Lawson, City Clerk

AGENDA



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, FEBRUARY 27, 2017; 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
- 6. Public Comment**

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

7. “Consent Agenda”

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.

The City’s Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.)

- A. Consideration of approving the Minutes of the February 13, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,077,965.88. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$5,077,965.88 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an extension of a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27. *(Recommend that the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, be extended an additional 12 months, an additional amount not-to-exceed of \$288,500 for the extended 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- D. Consideration of approving the lease term extension provisions included in the short-term farm leases for the 2017 crop season. *(Recommend that the 2017 short-term farm lease term extension provisions be approved and the City Manager and City Clerk be authorized to execute.)*
- E. Consideration of approval for Staff to provide notice to the Illinois Department of Transportation (IDOT/State) of City concurrence to award contract to H.J. Eppel & Co. for the construction of Benjamin School Trail Project. *(Recommend that Staff be authorized to provide notice to IDOT of City concurrence to award contract to H.J. Eppel & Co. in the amount of \$264,756.50 for construction of Benjamin School Trail.)*
- F. Consideration of approving Ordinance directing the sale of surplus real estate at 206 Darrah in the City of Bloomington. *(Recommend that Council approve Ordinance directing the sale of surplus real estate at 206 N. Darrah in the City of Bloomington, including to advertise and accept bids for sale of the property, and to authorize the Mayor and City Clerk to execute the Ordinance.)*
- G. Consideration of an Ordinance approving a Special Use Permit for a Noncommercial Parking Lot in the R-2 Zoning District for the property located at 907 & 909 N. Roosevelt Ave. *(Recommend that an ordinance approving a Special Use Permit for a Noncommercial Parking Lot in the R-2 Zoning District for the property located at 907 & 909 N. Roosevelt Ave. be passed and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of an Ordinance Approving a Special Use Permit for the Expansion of An Existing Senior Living Facility, known as Westminster Village, in the R-3B Zoning District for the property located at 2025 E. Lincoln Street. *(Recommend that an Ordinance approving a Special Use Permit for the Expansion of An Existing Senior Living Facility, known as*

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

Westminster Village, in the R-3B Zoning District for the property located at 2025 E. Lincoln Street be passed, and authorize the Mayor and City Clerk to execute the necessary documents.)

8. “Regular Agenda”

- A. Future collaboration on regional economic development between the City of Bloomington and Town of Normal and dissolution of the Metro Zone. *(Recommend that the resolution calling for a new process of joint collaboration between the City of Bloomington and Town of Normal on regional economic development and dissolving the Metro Zone, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Council discussion 15 minutes.)*
- B. Presentation of the Bloomington Police Department 2016 Annual Report. *(Recommendation, presentation only.) (Presentation by Brendan Heffner, Chief of Police 15 minutes, Council discussion 10 minutes.)*
- C. Presentation of the Proposed City Manager FY 2018 Budget. *(Recommend that the Proposed City Manager FY 2018 Budget for informational purposes only.) (Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 15 minutes, Council discussion 10 minutes.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – Cite Section

13. Adjournment

14. Notes

NOTE: Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approving the Minutes of the February 13, 2017 Regular City Council Meeting.

RECOMMENDATION/MOTION: That the reading of minutes be dispensed and approved as printed.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- February 13, 2017 Regular City Council Meeting Minutes

SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, FEBRUARY 13, 2017; 7:00 P.M.

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 13, 2017. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

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

Aldermen: Kevin Lower, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Karen Schmidt, Joni Painter, Diana Hauman, Jim Fruin, and Mayor Tari Renner.

Staff Present: David Hales; City Manager, Jeffrey Jurgens; Corporation Counsel, Cherry L. Lawson; City Clerk, Steve Rasmussen; Assistant City Manager, Brendan Heffner, Police Chief Bob Yehl, Water Director; Jim Karch, Public Works Director; Craig McBeath, Webmaster; Nicole Albertson, Human Resource Director, and other City staff were also present.

5. Recognition/Appointments

- A. Appointment of Nicole Chlebek to the Bloomington Planning Commission
- B. Appointment of Loreto Delgado III to the Cultural District Commission

6. Public Comment

Alton Franklin	Bruce Meeks	Michael Gorman
Marty Siegel	Nancy Keith	James France
Erin Easter	Nate Green	Kurt Hoferle
Aaron Len	Dave Witwill	Amy France
Rick Carter		

7. Consent Agenda

Records, Motion and Votes
Bloomington City Council Regular Meeting
Monday, February 13, 2017; 7:00 PM

Items listed on the Consent Agenda are approved with one motion, and is provided in BOLD, and items that Council pull from the Consent Agenda for discussion are listed with a notation Pulled from the Consent Agenda.

Motion by Alderman Schmidt, seconded by Alderman Mwilambwe that the Consent Agenda be approved with the exception of item 7G.

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

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

Nays: None

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the January 23, 2017 Regular City Council Meeting.

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 8,863,098.01.

The following was presented:

Item 7C: Consideration of Appointments to Various Boards and Commissions.

The following was presented:

Item 7D: Consideration of a revised meeting monthly meeting schedule for the Beautification Committee.

The following was presented:

Item 7E: Consideration of an Intergovernmental Agreement with McLean County for Booking Fees in the amount of \$27,108 annually.

The following was presented:

Item 7F: Consideration of approving the purchase of twenty-three SWAN Turbiwell monitors for water treatment filters at Lake Bloomington Water Treatment Plant.

The following was presented:

Item 7G: Consideration of approving amendments to the Lake Bloomington building and structures permitting ordinance. *(Removed from the Consent Agenda.)*

ORDINANCE 2017 - ____

AN ORDINANCE AMENDING CHAPTER 23 OF THE CITY CODE
ON PERMITS ISSUED AT LAKE BLOOMINGTON

Motion by Alderman Buragas, seconded by Alderman Black that an Ordinance amending Chapter 23, Lake Bloomington, Section 3, regarding the permitting of any dock, wharf, boathouse, or anchored or stationary raft be approved and the Ordinance passed, and authorize the Mayor and City to execute the Ordinance.

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

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

Nays:

Motion carried.

The following was presented:

Item 7H: Consideration of

(1) Adopting an Ordinance to Rescind Ordinance 2016-24 which approved a Final Plat for the Third Addition to Shirk Commercial Subdivision on March 26, 2016; and

ORDINANCE NO. 2017 - 10

AN ORDINANCE RESCINDING ORDINANCE NUMBER 2016-24

(2) Adopting an Ordinance approving a Petition from Sunrise Company, LLC, for a final plat for the Third Addition to Shirk Commercial Subdivision, located at the southwest corner of Hershey Road and College Avenue.

ORDINANCE NO. 2017 - 11

AN ORDINANCE APPROVING THE FINAL PLAT OF THE THIRD ADDITION TO
SHIRK COMMERCIAL SUBDIVISION

The following was presented:

Records, Motion and Votes
Bloomington City Council Regular Meeting
Monday, February 13, 2017; 7:00 PM

Item 7I: Consideration of passing an ordinance approving the Shirk Commercial Revised Preliminary Plan, approximately 35.56 acres, located southwest corner of Hershey Road and College Ave.

ORDINANCE NO. 2017-12

AN ORDINANCE APPROVING THE SHIRK COMMERCIAL REVISED PRELIMINARY PLAN, APPROXIMATELY 35.56 ACRES, LOCATED AT THE SOUTHWEST CORNER OF HERSHEY ROAD AND COLLEGE AVENUE

The following was presented:

Item 7J: Consideration of adopting an Ordinance approving a Petition from Wallace and Thelma Holderby Family Trust, for an expedited final plat for Holderby Subdivision, located east of McGregor Street and north of Lincoln Street.

ORDINANCE NO. 2017 - 13

AN ORDINANCE APPROVING THE FINAL PLAT OF HOLDERBY SUBDIVISION

The following was presented:

Item 7K: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Miller Park Pavilion on March 18, 2017.

ORDINANCE NO. 2017 -14

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT MILLER PARK PAVILION ON MARCH 18, 2017

Item 7G: Consideration of approving amendments to the Lake Bloomington building and structures permitting ordinance. (*Removed from the Consent Agenda.*)

ORDINANCE 2017 - ____

AN ORDINANCE AMENDING CHAPTER 23 OF THE CITY CODE ON PERMITS ISSUED AT LAKE BLOOMINGTON

Motion by Alderman Buragas, seconded by Alderman Black that an Ordinance amending Chapter 23, Lake Bloomington, Section 3, regarding the permitting of any dock,

wharf, boathouse, or anchored or stationary raft be approved and the Ordinance passed, and authorize the Mayor and City to execute the Ordinance.

Motion by Alderman Lower seconded by Alderman Schmidt to bring this item back to Council within 30 days, after City staff has received public comment. Alderman Lower stated the Ordinance appears a bit ambiguous. Attention has been directed to share access for many years, predating 30 years back at times. It is his belief is this deserves more time and discussion with the public

Alderman Buragas asks what docks will be affected in theory, and has there been an analysis done of the existing docks and whether or not they would be affected by this particular Ordinance.

Mr. Jurgens answered you have to have a permit to have a dock, and this does not change that. The City has been citing individuals that have docks or other boat structures that do not have a permit or there are structures not in compliance with their Permit. This Ordinance does not change the Rules and Regulations of the City.

Mr. Yehl states the intent of this Ordinance changes from this point going forward. It does not impact anything out there today. Staff is working diligently to try to identify docks that require further conversations. The intent is just to codify what generally we've done in practice, to only allow lakefront leasees the opportunity to put docks in. The intent is two-fold, water quality above all. The reservoirs were put in for our public water supply, and anything done out that has to keep that in mind. We need to gain more control over what's happening at Lake Bloomington. This is not intended to punish anybody that's got something out there. Due diligence will still be conducted on a case-by-case basis.

Mr. Rasmussen addressed the second part of the question, has anybody looked at this. For a year and a half, we've looked at every dock in great detail, and the problem is every one of them is different. They all have a different set of circumstances of how they got there and what permission was given or not given, what permits were granted or not granted. We found that even though the Water Department had a series of policies, none of them seemed to be consistent. The Ordinance is to codify what the rules and regulations are so everybody would know what they are supposed to be.

Alderman Lower reiterates there were discussions with the public, those affected have already been contacted. Mr. Jurgens stated, a letter has been sent to anyone who has a "troublesome" dock, and their response was requested. Alderman Lower asks if any enforcement action is being considered. Mr. Rasmussen stated, enforcement actions are being considered for something not permitted or out of compliance, in accordance with existing policies in place. Alderman Lower asks whether the language has been amended to facilitate that. Mr. Rasmussen stated, the language in the Ordinance will be on a going forward basis and does not address any issues with existing docks.

Alderman Mwilambwe asked, if a citizen has not received communication, are they considered in compliance? Mr. Rasmussen, occasionally a situation will pop up that they weren't aware of, and in that case, it has to be addressed. Alderman Mwilambwe asks if there is an opportunity for the citizen to bring something to compliance, or must they remove? Mr. Rasmussen stated, all conditions may apply. Staff has prepared documents on each situation to be brought to Council. Alderman Mwilambwe asks when a property is cited, what happens? Mr. Rasmussen stated, an official will inspect. If the situation is egregiously out of order, a citation is issued, similar to Building or Code Violations, and the citizen can address the Judge in Administrative Court.

Alderman Black stated, no one represents the residents of these properties. What is the process Community Development follows to remove a nuisance dock? Mr. Jurgens stated, there are fines to be opposed, formal citation, Administrative Court, corrective action, other injunctive relief, etc. Alderman Black expressed environmental concerns, why would boats be allowed at all. Mr. Yehl stated, the Lake was constructed with the idea of smaller lots for weekend homes, to find a balance between water supply and recreation. Alderman Black states the grandfathering is moot. Mr. Yehl confirmed that is correct, going forward citizens use the permitting process. Alderman Black muses that there is a compelling public good in ensuring hospital water resources are managed, and a permitting process for docks makes logical sense.

Alderman Hauman asks for clarification. If a residence did not receive a letter, are they in compliance? Mr. Rasmussen stated, 99% of the time, yes, although it is possible another might come to City attention.

Alderman Fruin stated, the concern is whether the public was properly notified. Conversation from the public is missing. Intent was to ask Staff is there concern with a two to four week delay, as there is uncertainty. Mr. Rasmussen stated, there are many complaints by people at the lake who have docks that fit the Ordinance or who maybe have homes who don't have docks at all who have complained about non-compliant docks. Staff is trying to respond to complaints and develop an answer to appease everybody. All information was discussed with Lake Bloomington Association.

Alderman Schmidt stated audience members appear concerned. She agrees with extending the issue for a couple of weeks. Staff confirms the change for this Ordinance is from this point going forward. Alderman Schmidt states it has been stated troublesome docks either need to be changed or removed. Mr. Rasmussen stated, nothing precipitously will be done, each individual dock in question will be brought to Council for their input.

Alderman Sage asked for clarification on those citizens who have not received a letter, and clarification of enforcement for those not in compliance. He asks was there ever an open house at the grade school or Green Gables or somewhere, was there signage of a public hearing, or was it mostly mailings and committee work with the Lake Bloomington Associations? Mr. Rasmussen stated, yes and no. There has not been a public meeting to that effect.

Alderman Painter reiterates her understanding. Mr. Jurgens stated, this Ordinance is designed to say if you are going to get a permit for a dock, only permits will be issued if you are directly on the lake from this point forward. Past permits will continue to be recognized, so long as the dock is in compliance with that permit. The sub-issue of a dock without a permit or a dock not in compliance, those are the infractions that City Staff has been working on trying to clean up. Regardless of this ordinance, we've still been looking at the infractions. This ordinance is basically just clarifying the existing policy that going forward, only permits are going to be issued if you're directly adjacent to and on the lake and have appropriate access.

Alderman Buragas stated, regardless of what Council do tonight, no one is going to be told to remove their dock without Council review of that decision. Mr. Jurgens stated yes, the intent is to bring back issues related to the docks to the Council before citations go out. Alderman Painter asked if citations will go out whether or not it is passed. Mr. Jurgens stated that is correct assuming that the Council is agreeable.

Mayor Renner stated this is with new docks and no docks will be removed unless somebody comes back to the Council.

Alderman Sage asked about the Jefferson Street house. Is it appropriate to offer staff some suggestions or perhaps a desire that we hope this is what they would accomplish over these next two weeks.

Mr. Hales asked to make one suggestion. Maybe look at 30 days out. If there is a public meeting, we want to give advanced notice, have that meeting, and it would be difficult to do in two weeks. Thirty days out is suggested.

Mayor Renner stated at this point voting on a 30-day delay.

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

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

Nays:

Motion carried.

8. Regular Agenda

The following was presented:

Item 8A: Consideration of a recommendation to widen Linden Street pavement, from Locust to Empire Streets, to 30 feet and that the street consist of two 10-foot driving lanes and one 7-foot parking lane plus new curbs and gutters.

Motion by Alderman Buragas, seconded by Alderman that Linden Street pavement be widened from 26 feet to 30 feet, from face of curb to face of curb, from Locust to Empire streets and that Linden through this area consist of two 10-foot driving lanes, one 7-foot parking lane, new curb and gutter, improved turn radius at Locust Street and other improvements related to street project.

Mr. Karch stated in summary about why this is an issue. He asked for some direction on inclusion of the Linden Street widening in this summer's resurfacing project. He stated that something needs to be done due to the major disrepair of the street. The Illinois Department of Transportation classifies this as a collector road and the consideration of the impacts of residences and businesses. The recommended option is a 30 feet face-to-face street.

Alderman Schmidt asked if there are any parking options off-street for the bakery. Mr. Karch stated he did not know and could discuss further with them. He stated that the bakery has expressed interest to maintain the parking they have, and they have communicated other costs incurred with other options would make it difficult for them to stay where they are.

Alderman Schmidt asked about the lack of alignment as you go on to Locust. Mr. Karch stated that north of Empire, there is an offset to the west. Tried to look at what that would entail to widen all of it. Alderman Schmidt asked if now it is going to be somewhat out of alignment. Mr. Karch stated that it is already out of alignment. Staff will see if there are any other options further to the north to either shift/align any possibilities to accommodate reducing the offset.

Alderman Buragas stated that a fit that works for everyone was not found, but are doing our best to balance everyone's needs. The diagrams and having price tags on it helps us understand what it is we are doing. This project is in line with what we have been seeing from a public's point of view that the public wants to be involved.

Alderman Fruin stated that it has gotten a lot of public attention. With this decision that we are likely to make plus the bridge decision we are like to make, suddenly we have that gap in between. In looking at Linden Street north of the Bridge into Normal, it is very well updated. There will be an eyesore between Empire and Emerson.

Alderman Hauman asked whether there was any idea how much has been spent to date on this with the original plan and then redoing it. Mr. Karch stated that he did not know. Alderman Hauman stated that lessons learned both from the discussion on the docks and the discussion previously and now Linden Street, we need to reach out to residents more before items come to Council. Mr. Karch stated that you reach out to the people along Linden and to the people directly impacted, but how far out do you reach and how do you do that? It's hard to put a gauge on how far out and how do you engage people effectively.

Alderman Black thanked Aldermen Fruin and Buragas for their work on this project.

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

Records, Motion and Votes
Bloomington City Council Regular Meeting
Monday, February 13, 2017; 7:00 PM

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

Nays: None

Motion carried.

The following was presented:

Item 8B. Consideration of a Contract Award to Stark Excavating for the Grove Street and Olive Street Sewers (Bid #2017-22).

Motion by Alderman Black seconded by Alderman Painter that the contract for Grove Street and Olive Street Sewers be awarded to Stark Excavating, Inc. in the amount of \$254,991.25 and the City Manager and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Mwilambwe, Lower, Sage, Buragas, Painter, Hauman, Fruin, and Black.

**Recused: Alderman Karen Schmidt
[Departed: 8:18 PM]
[Returned: 8:31 PM]**

Nays: None

Motion carried.

Mr. Karch stated we are dealing not with streets, but with sewers. Whenever we talk about sewers on the Linden Street projection, we already have been working on the underground in that area, but there is still a lot of work that needs to be done. Along Grove Street and Olive, neither have any lines along them. Places that were built before 1900, were expanded upon and homes were built, maybe where there was not sanitary sewer, so it was built across backyards, in alleys, in any way that was needed to be able to get sewer to your house. Now, 115 years later, the City is trying to clean up some of these areas in the community. Staff are now trying to do this and have done some work on Jackson Street. There is not funding to do a lot of these every year. We try to do one every year or two. There is a strong need in our community for consistently doing one or two of these every year or two years. We have to keep this type of thing on our radar so that residences that are impacted can have plumbing that works. These are critical issues. In summary, we will be running some eight (8)-inch public sanitary sewer down the public street minimizing impact to trees. We have worked to minimize any impact. People will not be forced to tie on to that sewer. When their current wildcat services fail, it is under the current administrative code statewide that they have to tie into the sewer.

Alderman Painter stated, when their wildcat sewer fails, they will have to pay to tap in to the City sewer system. Mr. Karch stated no, they will pay us. It is there waiting for them, but they have to tie onto it. So whatever that cost is for them, they will have to pay somebody else to do that. They would have to hire a private plumber. The City does not provide those services. Alderman Painter stated that a lot of these homes are in the west end of town where they can't afford to do these things, and they don't know when that is going to happen. If they have been paying sanitary sewer fees all along, it seems that they might have an understanding that the City would pay for that. Mr. Karch stated that sanitary sewer fees are to allow for services to be provided to the right of way. Whenever it becomes on people's property, all of those things are costs and risks that we have as property owners. What the City has done in the past is provided assistance through Community Development Block Grants and the like, but currently there is no funding allotted.

Alderman Black stated that these are some of the unique challenges and would be very amenable to having some sort of fund set aside for these types of emergencies. We are looking at long-term problem and a long-term challenge that we have to overcome. It is always good to invest in our historic core.

Alderman Fruin asked Mr. Karch how many homeowners have to pay for that connection on a yearly basis for problems that occur. Mr. Karch asked how many accounts are there that tie into the system or how many people have issues. He stated probably about 25,000 in that range of homes of tie-ins and then clarified that this was wildcat-type sewers. We have about 23% of the community with sewers built before 1900, so almost a quarter were built before 1900. Not all properties have a tie-in issue. Alderman Fruin stated that it's a noble idea, but we are talking about a lot of money. We have a lot of capital needs and all of sudden we are adding to it.

Alderman Lower complimented the Public Works Department on the notification that they have done on East Jackson Street. It is a difficult situation. He asked how many wildcat sewers exist currently that people would have to tie-in. Mr. Karch stated that he did not know the answer to that question.

Alderman Hauman asked if there would be any financial advantage to a homeowner in tapping on when the project is being done. Mr. Karch stated that there can be some cost savings if you have the right contractors, and we encourage residents to reach out to the contractor.

The following was presented:

Item 8C. Consideration of a Resolution to accept permanent and temporary construction easements granted by the Bloomington Normal Water Reclamation District for rehabilitation of the Linden Street Bridge and an IDOT (Illinois Department of Transportation) Resolution for Improvement by Municipality in the amount of \$1,800,000.00 for the estimated construction cost.

RESOLUTION NO. 2017 -

Records, Motion and Votes
Bloomington City Council Regular Meeting
Monday, February 13, 2017; 7:00 PM

A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENTS GRANTED FROM
THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT TO THE CITY OF
BLOOMINGTON FOR CONSTRUCTION OF LINDEN STREET BRIDGE
IMPROVEMENTS.

Motion by Alderman Black, seconded by Alderman Painter that the Resolution to accept permanent and temporary construction easements granted by the Bloomington Normal Water Reclamation District for rehabilitation of the Linden Street Bridge and the IDOT Resolution for Improvement by Municipality in the amount of \$1,800,000.00, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Mr. Karch this is going to be coming from a bid, but this is not a bid tonight. We will be coming back in another few months for your acceptance of this as a bid. He highlighted why we are looking at this Linden Street bridge project. It is part of a trifecta of bridges – three bridges, Cottage, Linden and Jersey that need to be improved for the long-term plan of Constitution Trail along Sugar Creek. We are looking to improve Linden from Emerson all the way north into Normal.

Mr. Rasmussen stated that we have had a couple of tough issues tonight, but this one is pretty straight forward, and I would encourage the Council to do nothing that would delay this rehabilitation project.

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

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

Nays: None

Motion carried.

The following was presented:

Item 8D. Consideration of an Intergovernmental Agreement between the City and the Town of Normal (Town) for cost-sharing for the construction of improvements to the intersection of Vernon Avenue and Towanda Avenue and consideration of a corresponding Motor Fuel Tax Resolution for funding the City's portion of the construction.

Motion by Alderman Hauman, seconded by Alderman Painter that the Intergovernmental Agreement with the Town of Normal be approved and the Mayor and City Clerk be authorized to execute the necessary documents, and; the Supplemental Motor Fuel Tax Resolution for the City's portion of the construction costs at the intersection of Vernon Avenue and Towanda Avenue be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Mr. Karch stated this is an extension of existing agreement. We have agreements with Illinois Department of Transportation, the Town of Normal to maintain traffic signals.

Alderman Fruin asked who determines when a stoplight is placed in an intersection where there are shared city-town interests. Mr. Karch stated a lot of times it is yourselves. You vote upon the larger capital budget, staff makes that recommendation. We have to look the balance between what the needs are. Alderman Fruin asked if there is a stoplight plan for Keaton Drive. Mr. Karch stated yes there is.

Alderman Sage thanked Mr. Karch. A lot of times folks are not aware of the tremendous collaboration and cooperation that happens between the City of Bloomington and the Town of Normal and the County of McLean, and we appreciate Mr. Karch helping to highlight and illustrate that.

Alderman Mwilambwe asked about the merits of traffic circles versus traffic signals. Mr. Karch stated there are benefits as a foundational go to. There are times when traffic circles are effective and times then they are not.

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

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

Nays: None

Motion carried.

9. City Manager's Discussion

Mr. Hales commented that going back to some of the comments about citizen participation and citizen engagement. With the upcoming five-year CIP, one thing we are working on is a much more detailed and specific public communication plan. Secondly on the Lake Bloomington area, he shared that one of the groups you did not hear much about tonight is the 200 plus homeowners that are part of the Lake Bloomington Association. He gave compliments to Steve Rasmussen, Bob Yehl, Leslie Yocum and many others. There have been many meetings with the Lake Bloomington Association, and they have been going to dinners, socials, meeting with the officials. With all this engagement and outreach, it is these people who are probably at the forefront wanting some changes. They have enhanced the relationship with these 200-plus homeowners. Last but not least, in the conference last week with the City Mangers, we had Brad Cole, President of IML, come as well as others, and unfortunately they could not really share is give us any answers as to what is going to happen. We do have some serious issues to be prepared for depending upon what comes down by the state.

10. Mayor's Discussion

Mayor Renner asked Mr. Jurgens if in the next regular Council meeting, if you could clarify some of our rules for public comment so that it is quite clear what is appropriate and what is not in terms of our ordinance and the First Amendment.

11. City Alderman's Discussion

Alderman Fruin commented that this issue about demeanor, respect and civility and interest to serve, there is so much going on, and we need to get a handle on it. In regards to the Shirk Kroger thing, there will be a lot of traffic added there that will challenge Spring Ridge. Mr. Hales added that the Kroger would have had a traffic impact study required, and if it did say that that traffic would generate the need for a traffic signal at Jumer and Hershey, it would have come out in such a study. Alderman Fruin commented that he was just saying there would be more traffic there.

Alderman Buragas commented that she had sent out an email on brick streets and wanted to give a little more context on why she was reaching out to Council on that now and what she is hoping to achieve. The email explained there was a plan put together by staff with regard to brick streets. We have about three (3) miles of brick streets in the City of Bloomington. It is only about 1% of the streets we have, but Council was never able to act on it. A lack of action is a policy statement and has an impact. No additional funds have been provided for maintenance or restoration of brick streets, and some are deteriorating rapidly. She stated what she was looking for from fellow Council members is some indication about whether or not there is a tolerance for allocating some resurfacing funds to restoration or maintenance of brick streets. Alderman Painter stated it would be helpful in giving feedback if we had a sense of the scale of costs. Alderman Buragas stated that we know it is substantially more expensive, but we do not know how much more expensive. Mr. Hales stated that the brick master plan will be brought back to the Council. Mayor Renner stated that he would contact Mayor Jim Levenfelder and find out what kind of deal they got.

Alderman Lower states that there had been a controversial discussion about docks up at the lakes. Thanked McLean County sportsmen, the Department of Natural Resources and the City of Bloomington for the effort they put into the lakes.

Alderman Hauman apologized to Mr. Lower for residents calling him names in the public foreman. She asked who would be attending One Voice from the City of Bloomington.

12. Adjournment

Motion made by Alderman Schmidt, seconded by Alderman Painter, to adjourn the meeting at 8:59 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$5,077,965.88.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$5,077,965.88, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,077,965.88 (Payroll total \$2,330,156.79, Accounts Payable total \$2,279,706.62, Procurement Card Purchases total \$150,248.16, and Electronic Transfers total \$317,854.31).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales, City Manager

Attachment:

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT

Council of February 27, 2017

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
2/10/2017	\$ 200,284.71	\$ 73,413.81	\$ 273,698.52
2/16/2017	\$ 1,349,469.32	\$ 365,427.18	\$ 1,714,896.50
2/17/2017	\$ 222,864.42	\$ 78,865.79	\$ 301,730.21
			\$ -
2/16/2017-2/21/2017 Off Cycle Adjustments	\$ 33,493.82	\$ 6,337.74	\$ 39,831.56
		PAYROLL GRAND TOTAL	\$ 2,330,156.79

ACCOUNTS PAYABLE

Date	Bank	Total
2/27/2017	AP General	\$ 2,055,272.26
2/27/2017	AP Comm Devel	\$ 73,402.55
	AP IHDA	\$ -
2/27/2017	AP Library	\$ 9,294.81
2/27/2017	AP MFT	\$ 2,252.38
2/14/2017	Off Cycle Check Runs	\$ 139,484.62
	AP GRAND TOTAL	\$ 2,279,706.62

PCARDS

Date Range	Total
1/1/2017-1/31/2017	\$ 150,248.16
PCARD GRAND TOTAL	\$ 150,248.16

WIRES

Date Range	Total
2/2/2017-2/22/2017	\$ 317,854.31
WIRE GRAND TOTAL	\$ 317,854.31

TOTAL **\$ 5,077,965.88**

Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approving an extension of a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department be extended for an additional 12 months, in an amount not-to-exceed of \$288,500, and authorize the City Manager and City Clerk to execute the necessary documents and provide the appropriate notice for the approved 12-month extension.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term”

BACKGROUND: The outside consultant has been working as a full-time Water Department Staff Engineer since March 28, 2016. The individual has worked with the department’s superintendents, Director, and the in-house engineer to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The existing Professional Service Contract includes a not-to-exceed amount, with a year extension available to the City of Bloomington. The Contract allows the city to extend the Contract for another 12 months on the same terms and conditions upon giving 30 days written notice to Maurer-Stutz, Inc. prior to expiration. The final overall rates and fees proposed by Maurer-Stutz, Inc. are fair, appropriate and competitive for the scope of work included.

Examples of Professional Services provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Capital project management and analysis of needs including prioritizing future projects for the 5-year CIP; City Council Memorandums preparation, review of consultant contract scope and contracts; review of specifications, drawings, and reports.
2. Capital projects include St. Peter Aquifer Test Wells, ARC Flash Study, Infrastructure Master Planning Study, Lake Bloomington Wastewater Facility Plan, Lake Bloomington WMR, Peirce Avenue WMR, Oak and Stewart WMR, Re-carbonation Basin Bypass, and SCADA Master Plan.
3. Reviewing Plans, Specifications, and Easements for roads, subdivision water system modifications, and sites.

4. General Administration and Operations assistance including record keeping and organization, updating department standard details, Lake Lease transfers, and operational settings analysis and trouble shooting.
5. Leading and managing internal department projects including K drive organization, GIS water Layers, lead service lines communication, Money Creek hydrocarbon monitoring, beginning WaterGEMS model of water system, and reviewing existing reports and plans sets.
6. Creating Power Point presentations for City Council, including 5yr-CIP budget, lead service line communication, and St. Peter Aquifer groundwater project.
7. Construction management of Ryan Drive Water Main Replacement (WMR) project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The \$288,500 is included in the FY 2018 Proposed Budget out of Water Administration-Architectural & Engineering Services (50100110-70051). The current purchase order in place for the contract has sufficient funds to cover work performed through April 30, 2017.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

NUMBER OF REQUIRED VOTES TO APPROVE ITEM: Majority Present

Respectfully submitted for Council consideration.

Prepared by: Scott R. Hobart, P.E., Project Manager

Reviewed by: Robert D. Yehl, P.E., Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- February 22 2016 Council Agenda Item 7E including signed contract



CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 22, 2016

SUBJECT: Consideration of approving a Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, RFQ No. 2016-27.

RECOMMENDATION/MOTION: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b “Quality water for the long term”

BACKGROUND: The Water Department has been operating for a number of years without a in Department Staff Engineer. Though the position has been budgeted in recent fiscal years, the Staff Engineer position has not been filled since late 2009. This staffing shortage contributes to the Department’s backlog of capital improvement projects, as well as planning for future projects and advancements. In addition, the absence of this position hinders the Department to adequately plan and execute these needs while performing the necessary operations and maintenance tasks required to provide safe, plentiful and affordable drinking water to the residents and businesses of the City of Bloomington and surrounding areas.

During coordination efforts related to this position, the Water Department and Administration discussed measures that will move the Department forward while implementing a pilot project designed to incorporate an outside consultant within the Water Department. The Water Department Staff Engineer is scheduled to be filled in the coming months. The outside consultant will work with the in-house engineer, position to be filled, to assist the backlog of operation and maintenance projects, as well as capital project development and implementation.

The professional services provided by Maurer-Stutz, Inc. have been crafted so that the individual assigned to the Department performs the same functions as a full-time Water Department Staff Engineer. Examples of Professional Services to be provided by the Maurer-Stutz, Inc. day-to-day staff member include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;

4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

Initial projects to be assigned may include:

- creating a GIS model of the water system;
- preparing a hydraulic model that will enable intelligent system reliability planning, optimized system operations, and reliable asset analysis and improvement;
- field inspection of water main construction projects, development and management of a ground water source(s);
- development of a water loss audit program;
- review of developer lead projects;
- grant opportunity development and submission;
- and management of FY 2017 Capital projects.

In addition, this pilot project will allow the City to determine the viability of utilizing outside resources to staff Departments when project demands exceed City staff capabilities. The Water Department will monitor progress and success of the project, and provide insights to Administration and other Departments.

Maurer-Stutz, Inc. was selected using the Professional Services Qualifications Based Selection Process. This process involved:

- (1) Distributed Request for Qualifications (RFQ) specific to the project,
- (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the thirteen (13) submittals down to the top three consultants,
- (3) Interviewing these three consultants, and
- (4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the two engineering firms that were selected for interviews are attached. Maurer-Stutz, Inc. was selected as the best firm to perform Professional Engineering Services for the Water Department based on the proposed staff and their experience related to anticipated duties. The proposed day-to-day staff member has the ability to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external, perform field tasks, update GIS data, create a City wide Water model, perform analysis of the water system, as well as complete other anticipated Department needs.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Qualifications Based Selection Process must be followed if

federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

The contract amount included in the Professional Service Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Maurer-Stutz, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Upon City Council approval, budgeted funds are available in FY 2016 to cover the approximate 6 weeks of activity of \$32,322.66. The remaining \$247,807.26 will be encumbered after May 1, 2016 out of the FY 2017 Proposed Budget. \$285,000 is included in both the FY 2017 and FY 2018 Proposed Budgets for this service. Up to a maximum amount of \$560,259.84 over 24 months, upon approval, will be encumbered as follows: \$32,322.66 in FY 2016, \$247,807.26 in FY 2017. If the contract is renewed by the City, \$280,129.92 will be encumbered in FY 2018 out of Water Administration-Engineering Services (50100110-70050). Stakeholders please note that this is included in the FY 2017 Proposed Budget and will be included again in the FY 2018 Proposed Budget if the City decides to renew the contract.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, PE, Water Director
Reviewed by: Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Legal review by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:



David A. Hales
City Manager

Attachments:

- Consultant List
- Professional Services Contract

Motion: That the Professional Services Contract with Maurer-Stutz, Inc. for Professional Engineering Services for the Water Department, with a term of 12 months an option for the City to extend an additional 12 months, in the amount not-to-exceed \$280,129.92 for the initial 12 month term be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**CITY OF BLOOMINGTON CONTRACT WITH
MAURER-STUTZ, INC.
FOR PROFESSIONAL SERVICES FOR
THE CITY WATER DEPARTMENT**

THIS AGREEMENT, dated this _____ day of February _____, 2016, is between the City of Bloomington (hereinafter "CITY") and MAURER-STUTZ, INC. (hereinafter "CONSULTANT").

NOW THEREFORE, the parties agree as follows:

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

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

Section 3. Payment. For the work performed by CONSULTANT under this Contract, the CITY shall pay CONSULTANT one of the following:

- A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs, provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party. Either party may also terminate this Contract for any reason by giving 15 days advance written notice. Upon such termination, the City shall only be obligated to pay for the services already performed. No other damages shall be available to either party for the early termination.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONSULTANT pursuant to this Contract are instruments of CONSULTANT'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONSULTANT further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, and employees from and against liability arising out of CONSULTANT'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONSULTANT shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Prior to the commencement of any services to the City, certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONSULTANT hereby represents it is legally able to perform the work that is subject to this Contract. CONSULTANT shall work as an independent contractor and no employee relationship shall be created by this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONSULTANT agrees that any and all services by CONSULTANT shall, when performing services for the City, comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONSULTANT further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONSULTANT. CONSULTANT agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONSULTANT shall be responsible for any damages/penalties assessed to CITY for CONSULTANT'S failure to furnish all documentation in CONSULTANT'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees), provided that the court order or judgment specifically awards attorney's fees and court costs to the prevailing party.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

- Until all of the services and/or deliverables required to provided within this Contract are completed.
- From one (1) year from the date of execution.
- From two (2) years from the date of execution.
- Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____ The City may extend this Contract for another 12 months on the same terms and conditions upon giving 30 days written prior to expiration.

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

MAURER-STUTZ, INC.

By: _____

Its City Manager

By: _____

Its President

ATTEST:

By: _____

City Clerk

By: _____

Its VICE PRESIDENT

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

The City of Bloomington Water Department has retained Maurer-Stutz, Inc. (MSI) to provide the City Water Department with a variety of Engineering Services. Under the terms of the Professional Services Agreement, MSI will provide a staff level engineer ("Consultant Teaming Partner," or "CTP") to work closely with Water Department staff on various Department-led initiatives and projects.

MSI's CTP will be expected to provide services and assist with work tasks similar to Water Department staff. Such professional services shall be provided on-site at City facilities. MSI's CTP will generally be based at the Water Department offices located on Division St., but may provide services at other Water Department facilities such as the Water Treatment Plant, Lake Bloomington and Evergreen Lake and other facilities as required. The nature of the engagement will require MSI's CTP to work in City offices between three (3) to five (5) days a week.

The professional services, through the utilization of other key MSI Consultant staff members as necessary, may include engineering, technical, managerial and administrative services, as well as other work as necessary to assist bringing a wide variety of numerous projects to completion. This work is expected to consist of managing all facets of Phase I and II engineering services, including those related to the distribution, transmission and treatment of water as well as general facilities management. Professional services will involve working directly with City staff and/or its Consultant firm(s).

Examples of Professional Services to be provided by MSI's CTP include, but are not limited to:

1. Manage all facets of City-led Phase I and II engineering projects as assigned, including but not limited to:
 - a. Review deliverables for compliance with departmental policies
 - b. Monitoring the project scope, schedule, and budget
2. Identify and implement all necessary (project related) coordination and communication within and outside the Water Department;
3. Organize regular progress meetings and briefings for City Department(s) where details of project and progress are presented;
4. Facilitate and expedite the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;
5. Facilitate the resolution of contractual issues, drawing upon necessary resources within the City;
6. All other work as required to manage, assist and otherwise execute Department-led initiatives and projects, both internal and external.

EXHIBIT B
FEES & PAYMENT TERMS

Fee and payment terms are outlined in the attached.

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

FIRM NAME
Maurer Stutz Inc

DATE 02/02/16
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
3/1/2016
7/1/2016

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

153.90%
3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: 3.00%

**COST PLUS A FIXED FEE
BUDGET ESTIMATE SUMMARY**

Labor Costs =	\$232,165.87
Fixed Fee =	\$33,664.05
Vehicle Use* =	\$14,300.00
TOTAL BUDGET =	\$280,129.92

*Vehicle Use calculated as follows:

1 year engagement (52 weeks per year x 5 days per week = 260 days)
260 days x \$55 per day = \$14,300

Addendum to Scope of Services

City of Bloomington Water Department

Baseline Consultant Expectations:

1. Quality
 - a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
 - b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
 - a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
 - b. Consistent communication with the Project Manager for the City is critical.
 - c. Communication through email is preferred for record keeping purpose.
 - d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
 - e. Electronic files shall be provided to the City upon completion of the design.
 - f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
 - a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
 - b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
 - c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
 - d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
 - e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
 - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Water Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approving the lease term extension provisions included in the short-term farm leases for the 2017 crop season.

RECOMMENDATION/MOTION: Recommend that the 2017 short-term farm lease term extension provisions with Mike Mouser and Paul and Karen Kieser be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost effective service delivery.

BACKGROUND: The City of Bloomington owns four (4) properties that are eligible to be leased for farming purposes. Three (3) of the properties are located in McLean County with the fourth property located in Woodford County. Please see the attached maps for additional location information.

At the February 8, 2016, Council Meeting, Council voted to convert all City farm leases to Cash Rent Leases. Two (2) of the four (4) farms leases expire February 28, 2017.

Action related to the remaining two (2) properties are not required at this time. One (1) property is under contract as a prairie life preserve as part of a federal grant which includes a 50-year term. The last property has been removed from farming by the Water Department to improve Lake Bloomington's water quality.

Each crop season runs from March 1st to February 28th. The lease term proposed is for one (1) crop season. Under the model approved by Council in 2016, each year the City will consider current market, per acre rates in negotiating annual crop season leases. The City also reserves the right to put the properties out to bid annually should it decide.

For the 2017 crop season, staff recommend Cash Rent leases be extended under existing 2016 terms for one additional year. 2016 rates were based off averages provided by the National Agricultural Statistical Service, USDA and considered each property's specific crop yield. 2016 farm statistics showed a 6% decline in crop production from 2015. However, given a formula of averages was used in 2016 to calculate per acre cash rent rates, staff and the farm lessees believe it is fair to continue 2016 rates into 2017 farm lease extensions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: In 2016, the City received \$23,331.71 in rental income. By approving the Cash Rent Leases presented, the City will receive \$23,331.71 in income in 2017. The Mouser Lease for \$4,828.11 will be recorded in the Water Administration-Other Miscellaneous account (50100110-57990). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on page 114. The Keiser Lease for \$18,503.60 will be recorded in Park Dedication-Property Owner Contribution account (24104100-57320). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on page 53.

COMMUNITY DEVELOPMENT IMPACT: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Special Projects

Reviewed by: Robert D. Yehl, PE, Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Farm #8827 Short-term Farm Lease
- Farm #8425 Short-term Farm Lease
- February 8, 2016 Council Memo (without attachments)
- Maps

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.

Date and names of parties. This lease, bearing the date of October 20, 2015, is between:

Lessor(s) (Insert Landowner's exact name): City of Bloomington,
whose mailing address is 109 East Olive Street, Bloomington, Illinois 61701,

and

Lessee(s) (Insert Tenant's exact name): Mike Mouser,
whose mailing address is 10791 E. 2000N. Rd. Carlock, Illinois 61725,
and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. Description of Land. The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of McLean and the State of Illinois, and described as follows: PT SW - BEG 923.31' N SW COR, NE2729.37', NW66.86', SW183.50', SW2107.1', S851.56', TO POB or Farm #8425, commonly know as the _____ farm and consisting of approximately 17.43 acres, together with all buildings and improvements thereon belonging to the Lessor, except _____.

B. Length of tenure. The term of this lease shall be for the 2016 Crop Year, specifically from March 1, 2016, to February 28 2017. Lessee shall surrender possession at the end of this term or of any extension. Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ 4828.11 (\$277 per acre)

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total):

\$2414.05 on 3/1/2016; \$2414.06 on 11/1/2016; _____ on _____;

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

- (1) Real Estate Taxes on the land and improvements and
- (2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

- (2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtman, Prof. Emeritus of Agricultural Law, and Gary Schnitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000 per person/\$ 1,000,000 per occurrence

Property Damage: \$ 1,000,000 per occurrence

Workers Compensation: Full Statutory Limits, if applicable

5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties:

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- A. **Owner Reimbursement to Tenant for Limestone.** At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past _____ lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of ____% for each growing season that followed the application. After _____ growing seasons, there is no "remaining cost" to be reimbursed.
 - B. **Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
 - C. **Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
 - D. **Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tennant is to have the hunting rights).
 - E. **Other Management Provisions:** _____
- _____

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss. **Note: Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.**

Description & location of improvement	Tenant's net cost	Annual rate of depreciation (%)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Tenant:
2.				Lessor:
				Tenant:
3.				Lessor:
				Tenant:

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension

<p style="text-align: center;">Lease Extension # 1</p> <p>This lease, originally dated <u>Oct. 20</u>, 20<u>15</u>, shall be extended ...</p> <p>From <u>March 1</u>, 20<u>17</u>, To <u>February 28</u>, 20<u>18</u>.</p> <p>At an annual cash rent of \$ <u>4828.11</u></p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor <i>Mike Mousur</i> Tenant</p>	<p style="text-align: center;">Lease Extension # 2</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor _____ Tenant</p>	<p style="text-align: center;">Lease Extension # 3</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor _____ Tenant</p>
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<p style="text-align: center;">Lease Extension # 4</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor _____ Tenant</p>	<p style="text-align: center;">Lease Extension # 5</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor _____ Tenant</p>	<p style="text-align: center;">Lease Extension # 6</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____, To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor _____ Tenant</p>
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SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$ _____ per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

Signatures of parties to lease:

_____	Landowner	_____	Date
<i>City of Huntington</i>	Landowner	_____	Date
By <i>[Signature]</i>	Agent	<i>10-27-15</i>	Date
_____	Tenant	<i>Oct 22 2015</i>	Date
_____	Tenant	_____	Date

Illinois Fixed Cash Farm Lease (Short Form for One Year)

To use this lease form: Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out or delete any provisions that are not to become a part of the contract and add any additional provisions that are desired. This lease form is available on the farmdoc website at www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.pdf and www.farmdoc.illinois.edu/legal/CashLeaseShortFormDLU14-1201.doc. A discussion of this form can be found On-Line at <http://farmdocdaily.illinois.edu/2014/11/discussion-of-fixed-cash-lease.html>. Additional leasing information can be found in the Management Section of the farmdoc Website (<http://www.farmdoc.illinois.edu/manage/>). Note: A lease creates and alters legal rights; thus, Landowners and Tenants should strongly consider discussing lease provisions with their respective legal advisors.

Date and names of parties. This lease, bearing the date of October 20, 2015, is between:

Lessor(s) (Insert Landowner's exact name): City of Bloomington,

whose mailing address is 109 East Olive Street, Bloomington, Illinois 61701,

and

Lessee(s) (Insert Tenant's exact name): Paul and Karen Kieser,

whose mailing address is 3410 Fox Creek Road, Bloomington, Illinois 61704,

and whose Social Security Number or Employer Identification Number (if Tenant is an entity other than an individual) is _____.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

A. **Description of Land.** The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of McLean and the State of Illinois, and described as follows: _____

Dale Twp. Sections 13, 14, 23, and 24; Farm #8827

commonly known as the Parker Bottom farm and consisting of approximately 66.8 acres, together with all

buildings and improvements thereon belonging to the Lessor, except _____.

B. **Length of tenure.** The term of this lease shall be for the 2016 Crop Year, specifically from March 1, 2016, to February 28 2017. Lessee shall surrender possession at the end of this term or of any extension. Extensions must be in writing and attached to, and refer to, this lease.

SECTION 2. FIXED CASH RENT

Fixed Cash Rent. Tenant agrees to pay Landowner an annual fixed cash rent in the following amount: \$ 18,503.60 (\$277 per acre)

Cash Rent Installments. The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total): \$9251.80 on 3-1-16; \$9251.80 on 11-1-16; _____ on _____.

SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

A. The Lessor-Owner agrees to pay

- (1) Real Estate Taxes on the land and improvements and
- (2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

B. The Lessee-Tenant agrees to furnish (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and

- (2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

Farmdoc Form: CL-LF 14-1201. Form edited by D. L. Uchtmann, Prof. Emeritus of Agricultural Law, and Gary Schnitkey, Prof. of Farm Management. The editors express appreciation to other colleagues at the University of Illinois and members of the Agricultural Law Section Council of the Illinois State Bar Association for their assistance with this form.

SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

A. The Lessee-Tenant agrees:

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises hereunder for the following types and in stated minimum amounts:

Liability Insurance: \$ 1,000,000 per person/\$ 1,000,000 per occurrence

Property Damage: \$ 1,000,000 per occurrence

Workers Compensation: Full Statutory Limits, if applicable

5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and
2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

C. Other Duties:

SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES

- A. **Owner Reimbursement to Tenant for Limestone.** At the end of this lease term, if the Lessee-Tenant does not remain in possession of the farmland under a new lease or extension, Owner agrees to reimburse the Lessee-Tenant for Lessee-Tenant's "remaining cost" for each application of limestone within the past 4 lease years, this year included. The Lessee-Tenant's "remaining cost" for each application shall be calculated by depreciating the Lessee-Tenant's net cost of each application at the rate of 25 % for each growing season that followed the application. After 4 growing seasons, there is no "remaining cost" to be reimbursed.
- B. **Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- C. **Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- D. **Hunting.** Lessor retains/ the hunting rights to the leased premises (Strike Out if Tenant is to have the hunting rights).
- E. **Other Management Provisions:**

SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS

- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$ 100.00 per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.
- E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

SECTION 7. ADDITIONAL LEASE PROVISIONS

Signatures of parties to lease:

_____	<i>Landowner</i>	_____	<i>Date</i>
<i>City of Pleasanton</i>	<i>Landowner</i>	_____	<i>Date</i>
By _____	<i>Agent</i>	<i>10-22-15</i>	<i>Date</i>
<i>Paul Kusi</i>	<i>Tenant</i>	<i>10-8-15</i>	<i>Date</i>
<i>Haven Histen</i>	<i>Tenant</i>	<i>10-8-15</i>	<i>Date</i>

Amendments and Extensions to the Lease

(To be completed manually/cannot be completed on-line)

Amendments, alterations, and extensions to this lease may be made in writing in the space below at any time by mutual agreement. The written amendments should be noted on both the Landlord's and Tenant's copies of the lease (complete and sign two identical copies). If the parties fail to agree on a proposed alteration, the existing provisions of the lease shall control operations.

A. Improvements made by the Tenant at the Tenant's own expense. When the Lessor and Tenant agree that the Tenant may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, tiling, grain storage, bathrooms, etc.) to the farm at the Tenant's own expense and that the Tenant is to be reimbursed for any costs remaining at the end of the lease or any extensions of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above, and any extensions of the lease, and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss. **Note:** Permanent improvements made by a tenant with an understanding that the owner will reimburse the Tenant if the Tenant leaves the property before the improvement has been fully depreciated is a complicating feature in a lease; both parties should strongly consider discussing such an arrangement with his or her respective attorney before agreeing to such an arrangement.

Description & location of improvement	Tenant's net cost	Annual rate of depreciation (%)	Date depreciation begins	Signatures and Date Signed
1.				Lessor: _____
				Tenant: _____
2.				Lessor: _____
				Tenant: _____
3.				Lessor: _____
				Tenant: _____

B. Other amendments: To be dated, signed and attached to both Landowner's and Tenant's copies of lease (legal counsel may be helpful).

C. Lease Extensions (you can affirm the original Cash Rent, or modify the Cash Rent, in each 1 Year Extension)

<p style="text-align: center;">Lease Extension # 1</p> <p>This lease, originally dated <u>Oct. 20</u>, 20<u>15</u>, shall be extended ...</p> <p>From <u>March 1</u>, 20<u>17</u>,</p> <p>To <u>February 28</u>, 20<u>18</u>.</p> <p>At an annual cash rent of \$ <u>18503.60</u></p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p> _____ Tenant</p>	<p style="text-align: center;">Lease Extension # 2</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 3</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>
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<p style="text-align: center;">Lease Extension # 4</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 5</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed (insert date): _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>	<p style="text-align: center;">Lease Extension # 6</p> <p>This lease, originally dated _____, 20____, shall be extended ...</p> <p>From _____, 20____,</p> <p>To _____, 20____.</p> <p>At an annual cash rent of \$ _____</p> <p>Signed: _____, 20____</p> <p>_____ Lessor</p> <p>_____ Tenant</p>
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CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 8, 2016

SUBJECT: Consideration of approving short-term farm leases for the 2016 crop season.

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

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

STRATEGIC PLAN SIGNIFICANCE: 1e. Partnering with others for the most cost effective service delivery.

BACKGROUND: The City of Bloomington owns four (4) properties that are leased for farming purposes. Three (3) of the properties are located in McLean County with one (1) property located in Woodford County, near Evergreen Lake. The four (4) farms consist of one (1) Crop Share Lease, one (1) Cash Rent Lease, one (1) property leased in a federal program, and one (1) property not currently under lease. Two (2) of the four (4) properties have the opportunity to be renegotiated as Cash Rent Leases at market rates. The remaining two (2) farms are not positioned to be leased at this time. One (1) farm is under contract as a prairie life preserve under a federal grant which includes a 50-year term and the last remaining property has been removed from farming by the Water Department in an effort to preserve Lake Bloomington as the City's primary water source.

The two (2) leases available for renegotiation have been terminated and negotiated as follows. The City of Bloomington issued a Notice to Terminate Farm Lease to the two (2) Lessee farmers in September of 2015. The Notices terminated the then existing leases and gave the tenant farmers the opportunity to enter into a Cash Rent Lease with the City for a one (1) year term. The Cash Rent rate per acre was predetermined for the 2016 crop year and was not up for negotiation. The rates were based off averages provided by the National Agricultural Statistical Service, USDA and considered each property's specific crop yield. The crop season runs from March 1st to February 28th. The lease term is for one (1) crop season. Each year the City will consider current market, per acre rates in negotiating annual crop season leases should it decide to continue leasing to the lessee. The City also reserves the right to put the properties out to bid annually should it decide.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: In 2015, the City received \$13,436.46 in rental income. By approving the Cash Rent Leases presented, the City will receive \$23,331.71 in income in 2016, an increase of \$9,895.25. In addition, the income potential in years to come may be significantly higher if the properties are put out to bid considering that McLean County has the highest crop yield in the

State of Illinois. However, due to the 2016 crop season fast approaching it is best that the City enter into a short-term lease for the 2016 crop season and considering bids for the leases in the future. Stakeholders can locate the revenue for the lease in the FY 2017 Proposed Budget in the Water Administration-Other Miscellaneous Revenue account (50100110-57990).

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Special Projects

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Farm #8827 Short-term Farm Lease
- Farm #8825 Short-term Farm Lease

Motion: That the Leases be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

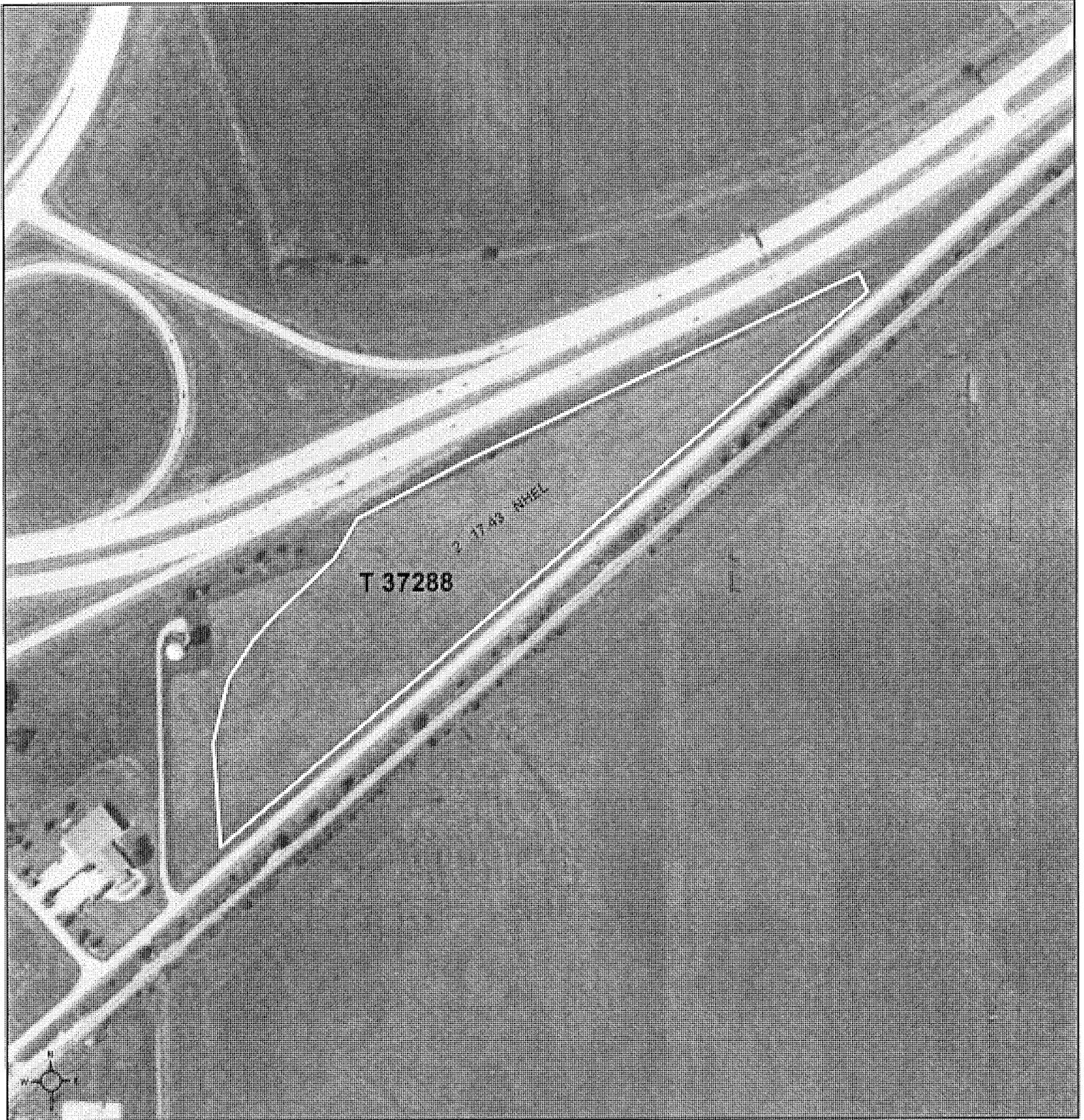
	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			



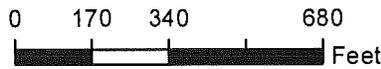
United States
Department of
Agriculture

Map of Property Leased to Mouser

McLean County, Illinois



Common Land Unit
 Cropland
 Tract Boundary



2015 Program Year
 Map Created December 10, 2014

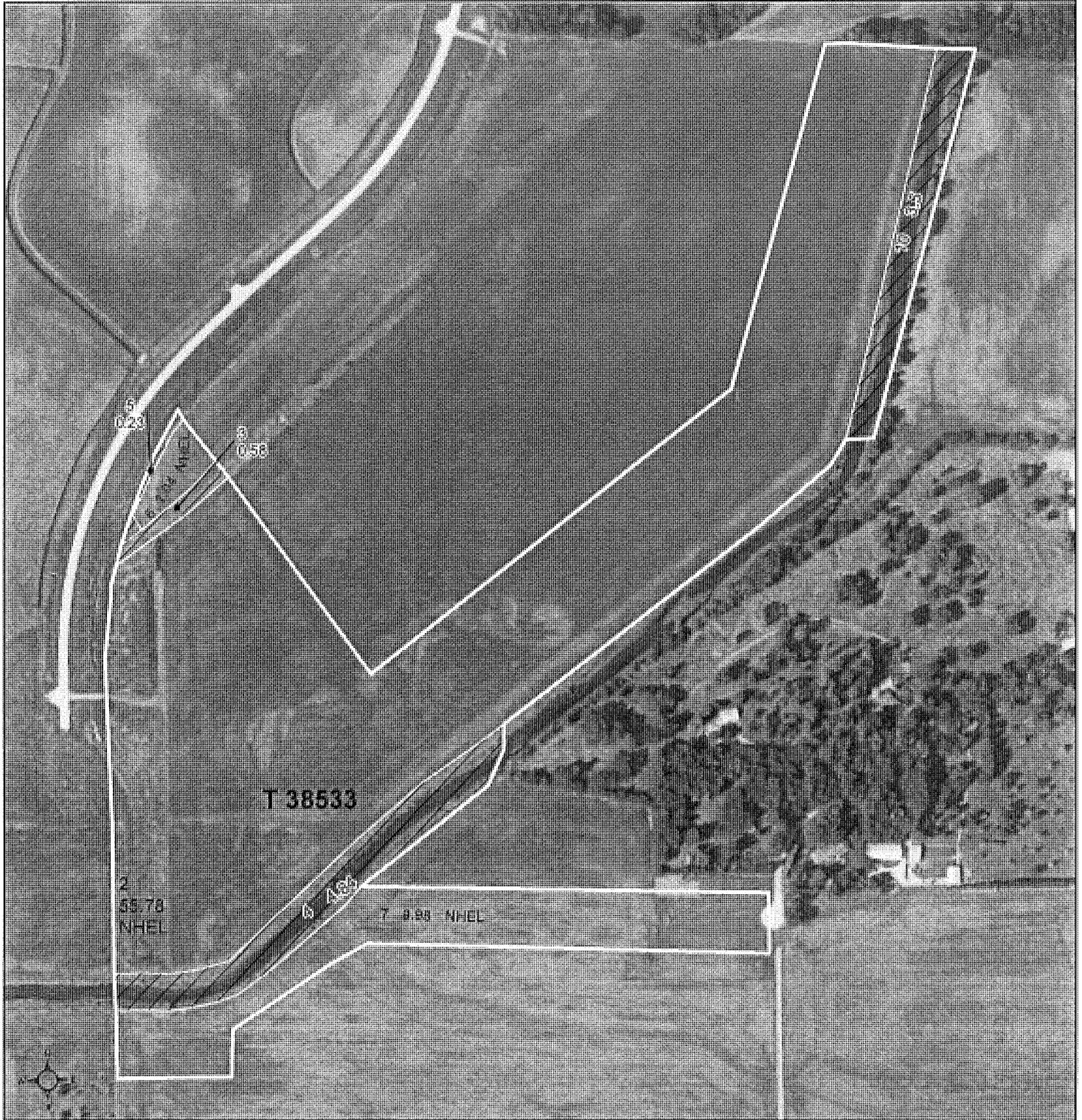
Wetland Determination Identifiers
 ● Restricted Use
 ▽ Limited Restrictions
 □ Exempt from Conservation
 ■ Compliance Provisions

Farm 8425
Tract 37288

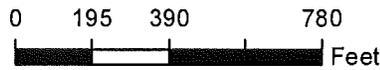
Tract Cropland Total: 17.43 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Map of Property Leased to Keiser



Common Land Unit
 Cropland
 // Non-Cropland



2015 Program Year
 Map Created December 10, 2014

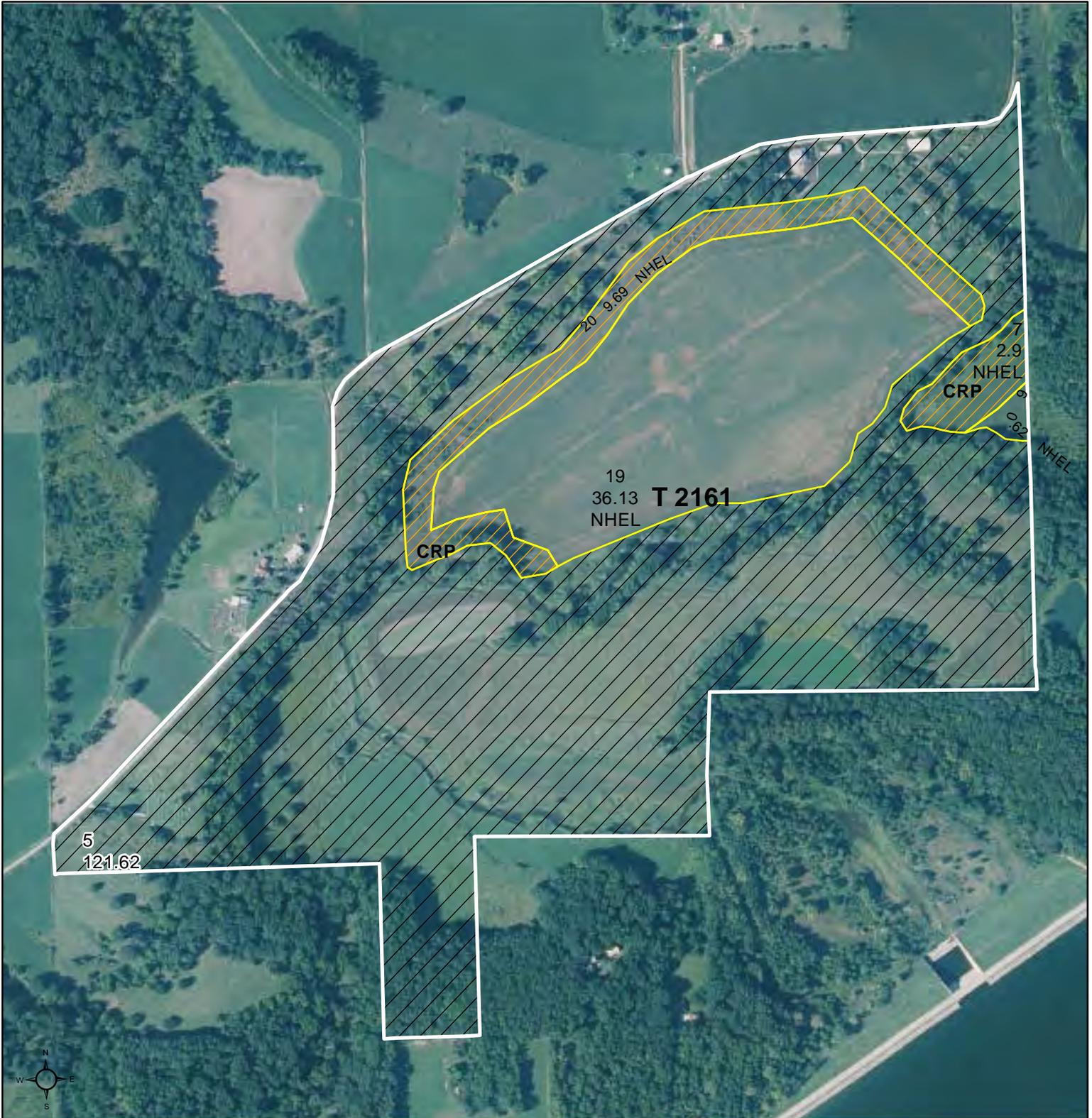
Wetland Determination Identifiers
 ● Restricted Use
 ▽ Limited Restrictions
 □ Exempt from Conservation
 ■ Compliance Provisions

Tract Cropland Total: 66.80 acres

Farm 8827
 Tract 38533

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Map of Property Leased for Prairie Life Preserve Woodford County, Illinois



Common Land Unit

- CRP
- Cropland
- Non-Cropland
- Tract Boundary

0 235 470 940
Feet

2015 Program Year
Map Created November 18, 2014

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 49.34 acres

Farm 2144
Tract 2161

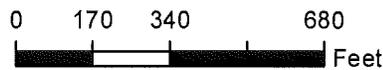
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

(Cont.) Map of Property Removed from Leasing

McLean County, Illinois



Common Land Unit
 Cropland
 Tract Boundary



2015 Program Year
 Map Created December 10, 2014

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Farm 5233
Tract 782

Tract Cropland Total: 6.43 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approval for Staff to provide notice to the Illinois Department of Transportation (IDOT/State) of City concurrence to award contract to H.J. Eppel & Co. for the construction of Benjamin School Trail Project.

RECOMMENDATION/MOTION: That Staff be authorized to provide notice to IDOT of City concurrence to award contract to H.J. Eppel & Co. in the amount of \$264,756.50 for construction of Benjamin School Trail.

STRATEGIC PLAN LINK:

Goal 1: Financially Sound City Providing Quality Basic Services.

Goal 2: Upgrade City Infrastructure and Facilities.

Goal 3: Strong Neighborhoods.

Goal 5: Great Place to Live – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE:

Goal 1 objectives:

d. City services delivered in a cost-effective manner.

e. Partnering with others for the most cost-effective service delivery.

Goal 2 objective:

a. Better quality roads and sidewalks.

Goal 3 objectives:

a. Residents feeling safe in their homes and neighborhoods.

d. Improved neighborhood infrastructure.

Goal 5 objectives:

d. Appropriate leisure and recreational opportunities responding to the needs of residents.

e. More attractive City: commercial areas and neighborhoods.

BACKGROUND:

At the Council meeting of December 16, 2013 approval was given to Staff to proceed with an application for an Illinois Safe Routes to School (SRTS) Grant and to obligate the City to fund the local matching share up to \$40,000 for a 10 foot wide asphalt pathway connecting the Grove on Kickapoo Creek subdivision to Benjamin Elementary School. The application was successful and the Illinois Department of Transportation (IDOT) awarded the City an 80% SRTS grant not to exceed \$160,000, requiring the City to fund all eligible cost above \$160,000.

At the Council meeting of December 12, 2016 approval was given for a Local Public Agency Agreement for Federal Participation (LPAA) for the construction of Benjamin School Trail,

Section 16-00359-00-BT, and a Resolution Appropriating Funds to Pay the Local Public Agency share of construction costs based on a total project estimate of \$225,000 as follows:

80% SRTS grant eligible not to exceed:	\$160,000
City of Bloomington grant eligible share:	\$ 50,000
100% Unit 5 Schools grant non-eligible:	<u>\$ 15,000</u>
Total estimated project cost:	\$225,000 (prior to bid)

Staff obtained all necessary environmental signoffs from IDOT, completed the in-house design of construction plans and specifications, and the project was bid for an IDOT letting on January 20, 2017. Results of the IDOT letting are as follows:

\$264,756.50 (low bid)	H. J. Eppel & Co., Pontiac, IL
No Bid	Kinney Contractors, Inc., Raymond, IL
\$291,522.40	Rowe Construction, a Division of UCM, Inc., Bloomington, IL
\$287,850.00	Stark Excavating, Inc., Bloomington, IL
\$225,000.00	Engineer Estimate

The low bid is 17.7% higher than the engineer estimate. However, since three contractors bid on the work Staff is confident that the market price is represented in the bids, and since the low bid is substantially less than the other two bids it seems unlikely that rebidding the project will result in a lower cost to the City.

Since the SRTS Grant is capped at \$160,000, the Local Agencies are responsible for the cost above the grant amount approximately as follows:

80% SRTS grant eligible not to exceed:	\$160,000.00
City of Bloomington grant eligible share:	\$ 85 - 80k
100% Unit 5 Schools grant non-eligible:	<u>\$ 20 - 25k</u>
Total project bid cost:	\$264,756.50

The City would be responsible for paying \$104,756.50 to the State with 20-25k of that amount being reimbursed to the City by Unit 5 Schools.

Council approval of the LPAA on December 12, 2016 obligated the City to concurrence in award of the construction contract to the lowest responsible bidder as determined by the State. However, since the bid is over the engineer estimate the State might not award the bid without the City's post bid concurrence to award.

Therefore, staff recommends the acceptance of the low bid from H.J. Eppel & Co. in the amount of \$264,756.50 and seeks approval to notify the State that the City Council concurs with awarding the construction contract, even though it exceeds the engineer's estimate.

The use of SRTS Grant Funds required IDOT to be the bidding and awarding agency. IDOT coordinated the bid advertisement and bid opening, and will also award the contract. During construction IDOT will make all progress payments to the contractor, with the City serving as

the IDOT field representative during construction. The City will make reimbursement payments to IDOT for the local agency share of construction costs. Upon IDOT award of the construction contract it is expected that work would begin when weather allows this spring with completion prior to school opening in the fall of 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Residents, parents, and students living in the Grove on Kickapoo Creek Subdivision, McLean County Unit District 5 Schools Administrators, Benjamin Elementary School Administrators.

FINANCIAL IMPACT: Funds are included in the Park Dedication-Park Construction account (24104100-72570). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on page 53.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

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

Reviewed by: Jay Tetzloff, Director, Parks, Recreation, and Cultural Arts / Miller Park Zoo

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Location Map.

BENJAMIN SCHOOL TRAIL

Grove Subdivision 1st Addition to Benjamin Elementary School

BEGIN PROJECT
 STA 10+00
 Grove Sub. 1st Add.

END PROJECT
 STA 51+52
 Benjamin Elem. School



EXISTING BIKE TRAIL BRIDGE
 STA 19+60

LOCATION MAP
 NOT TO SCALE

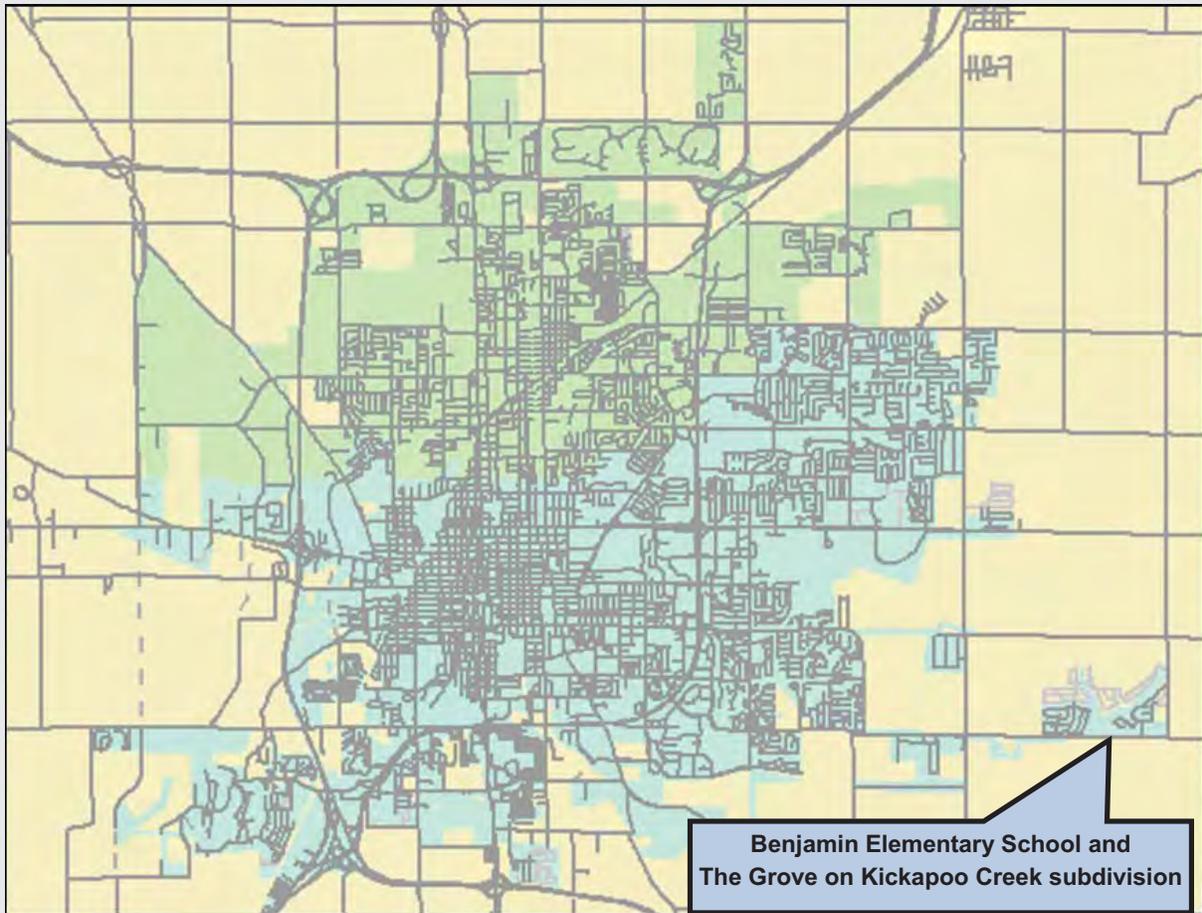
GROSS LENGTH OF IMPROVEMENT = 4,152 ft = 0.7864 mi
 OMISSION STA 47+70 to 48+65 = 95 ft = 0.0180 mi
 NET LENGTH OF IMPROVEMENT = 4,057 ft = 0.7684 mi

Benjamin Elem. School



2012 aerial image

Location: East edge of Bloomington, IL



Bloomington-Normal IL — 2013 GIS map, City of Bloomington



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of approving Ordinance directing the sale of surplus real estate at 206 Darrah in the City of Bloomington.

RECOMMENDATION/MOTION: That Council approve Ordinance directing the sale of surplus real estate at 206 N. Darrah in the City of Bloomington, including to advertise and accept bids for sale of the property, and to authorize the Mayor and City Clerk to execute the Ordinance.

STRATEGIC PLAN LINK: Goal #3 Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Goal #3 - Objective C: Revitalization of older commercial areas.

BACKGROUND: In 2013, the City acquired a residential property at 206 Darrah in lieu of demolition costs. Community Development Block Grant funds in the amount of \$9,690.00 were utilized to demolish dilapidated structures on the property in an effort to alleviate blighted conditions affecting the neighborhood. A recent property appraisal placed the current fair market value of the property at \$5,000. The property is zoned M-2. Staff will advertise the property for sale to the highest bidder with a minimum bid of \$5,000. Given the surrounding manufacturing uses, continued use for a dwelling unit is discouraged and the prospective buyer may need to acquire additional properties to allow development of a typical M-2 use at this location. Sealed bids will be accepted through the City Clerk's office with the final sale requiring Council approval.

The process outlined in the Municipal Code, 65 ILCS 5/11-76-1, will be utilized for this sale. Section 11-76-1, authorizes the City to convey real estate when, in the opinion of the City Council, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or in the best interests of the City. To make a sale under Section 11-76-1, the following must occur: (i) the City Council must pass an ordinance by a three-fourths vote directing the sale; (ii) the City must provide notice and go through a bidding process; (iii) the City Council must finally consider the bids and accepts the high bid or any other bid deemed in the best interests of the City by a three-fourths vote. The City will provide, in accordance with the law, at least 30 days advance published notice prior to opening the bids.

Approval of this Ordinance directing the sale requires a three-fourths vote of the City Council (i.e., 8 votes).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: Sale of the property will generate additional program income for the Community Development Block Grant program. The sale will generate enough program income to fund one small-scale housing rehabilitation activity. By returning the property to private ownership, it will generate property tax income to the City General Fund and create an opportunity for commercial development.

COMMUNITY DEVELOPMENT IMPACT: The additional program income will assist Community Development in reaching its 5-year goal of 100 housing activities.

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

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Tom Dabareiner, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- CD 1B – ORDINANCE – 206 Darrah – 022717
- CD 1C – APPRAISAL – 206 Darrah – 022717
- CD 1D – PROPOSED ADVERTISEMENT – 206 Darrah – 022717
- CD 1E - PROPERTY ASSESSMENT SHEET – 206 Darrah - 022717

ORDINANCE 2017 - ____

AN ORDINANCE DIRECTING THE SALE OF SURPLUS REAL ESTATE AT 206 N. DARRAH IN THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the City owns and holds title to a single family residential vacant lot at 206 N. Darrah, Bloomington, Illinois, 61701, which is currently zoned M-2; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-1, authorizes the City to convey real estate when, in the opinion of the City Council, the real estate is no long necessary, appropriate, required for the use of, profitable to, or in the best interests of the City; and

WHEREAS, the City Council finds that the property at 206 N. Darrah is no long necessary, appropriate, or required for the use of the City; and

WHEREAS, pursuant to Section 11-76-1, the City Council authorizes a notice of sale be published and that the property be sold in accordance with the law as such is in the best interests of the City.

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

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

SECTION 2. The City Council authorizes City staff to provide the necessary notice of sale and go through the bidding process, as well as take any and all necessary steps, for the sale of the surplus real property located at 206 N. Darrah, Bloomington, Illinois, 61701 (PIN No. 21-05-326-006 and legally described as: FAIRGROUNDS SUB PT 5-23-2E S1/2 LOT 1 & S1/2 LOT 2 BLK 14 & VAC ALLEY LYG W & ADJ PER 12/20086). The property is currently a vacant lot and the City Council desires to put no conditions with respect to future use so long as it complies with the City’s Zoning Code. A minimum bid of \$5,000 shall be required.

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

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

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

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of February, 2017.

APPROVED this ____ day of February, 2017.

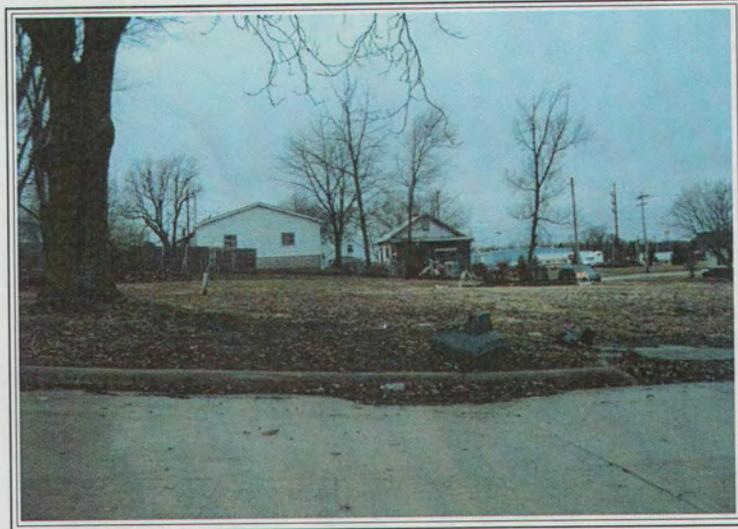
APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry L. Lawson, City Clerk

APPRAISAL OF



Single Family Residence

LOCATED AT:

206 N DARRAH
Bloomington, IL 61701

FOR:

CITY OF BLOOMINGTON Community Development
115 E Washington Street
Bloomington, IL 61701

BORROWER:

Community Development

AS OF:

January 10, 2017

BY:

Charles G. Cresci
Certified Real Estate Appraiser

01/12/2017

Tony Brown
CITY OF BLOOMINGTON Community Development
115 E Washington Street
Bloomington, IL 61701

File Number: 206 N DARRAH

Dear Mr. Brown:

In accordance with your request, I have appraised the real property at:

206 N DARRAH
Bloomington, IL 61701

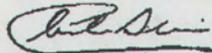
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of January 10, 2017 is:

\$5,000
Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully submitted,



Charles G. Cresci
Certified Real Estate Appraiser
CRESCI APPRAISAL SERVICES

LAND APPRAISAL REPORT

206 N DARRAH
File No. 206 N DARRAH

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 206 N DARRAH City: Bloomington State: IL Zip: 61701
 Borrower: Community Development Owner of Public Record: CITY OF BLOOMINGTON County: McLean
 Legal Description: FAIRGROUNDS SUB PT 5-23-2E S1/2 LOT 1 & S1/2 LOT 2 BLK 14 & VAC ALLEY LYG W & ADJ PER 12/20086
 Assessor's Parcel #: 21-05-326-006 Tax Year: 2015 R.E. Taxes: Exempt
 Neighborhood Name: West Bloomington Map Reference: 40.479742/-89.01515 Census Tract: 0014.03
 Special Assessments: 0 PUD Yes No HOA: \$ 0 Per Year Per Month
 Property Rights Appraised: Fee Simple Leasehold Other (describe) _____
 Assignment Type: Purchase Transaction Refinance Transaction Other (describe) Market Value
 Lender/Client: CITY OF BLOOMINGTON Community Deve Address: 115 E Washington Street, Bloomington, IL 61701

CONTRACT ANALYSIS

did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$: _____ Date of Contract: _____ Is the property seller the owner of public record? Yes No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. \$ _____

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	40 %
Built-Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	5 %
Growth	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	43 Low	25	Multi-Family	5 %
Neighborhood Boundaries: <u>The subject neighborhood is bordered to the north by Washington Street, to the east by Main Street, to the south by Six Points Road, to the west by I-55/74.</u>								75 High	115	Commercial	45 %
								60 Pred.	70	Other Vacant	5 %
				Good	Aver.	Fair	Poor				
Convenience to Employment				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility			
Convenience to Shopping				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties			
Convenience to Primary Education				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Police/Fire Protection			
Convenience to Recreational Facilities				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions			
Employment Stability				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Overall Appeal to Market			

Neighborhood Description: The subject is located in an older established mixed use neighborhood on the westside of Bloomington, IL. It is a vacant lot zoned M-2 General Manufacturing District. The area is convenient to schools, recreation, shopping and centers of employment. The subject is in close proximity to active railroad tracks and industrial use properties.

Market Conditions (including support for the above conclusions): Fixed rate and ARM financing is readily available for qualified borrowers. Rates have increased in the last few weeks. But rates remain very affordable. The area employment remains above average. Local market conditions are considered average. Typical marketing times are under 120 days. Neighborhood appeal is average. Typical sales do involve seller paid concessions. Supply and demand of similar lots appear to be in balance.

SITE DESCRIPTION

Dimensions: 50 x 126 Area: 6300 Acres Sq.Ft. Shape: Rectangular View: Indust;Comm;Res;
 Zoning Classification: M-2 Zoning Description: General Manufacturing District.
 Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe) _____
 Uses permitted under current zoning regulations: General Manufacturing District or Residential
 Highest & Best Use: Single Family Residential
 Describe any improvements: Vacant lot with access to all city utilities.
 Do present improvements conform to zoning? Yes No No improvements If No, explain: _____

Present use of subject site: Vacant lot Current or proposed ground rent? Yes No If Yes, \$ _____
 Topography: Generally Level Size: Typical Drainage: Appears Adequate
 Corner Lot: Yes No Underground Utilities: Yes No Fenced: Yes No If Yes, type: _____
 Special Flood Hazard Area: Yes No FEMA Flood Zone: X FEMA Map #: 17113C0482 E FEMA Map Date: 07/16/2008

UTILITIES	Public		Provider or Description	Off-Site Improvements		Type/Description	Public		Other
	Other			Street Surface	Street Type/Influence				
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ameren</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Concrete</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>NI Gas</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Two Lane</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>City of Bloomington</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Concrete</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>City of Bloomington</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>None</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<u>Yes</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<u>None</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are the utilities and off-site improvements typical for the market? Yes No If No, describe: _____
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe:
There are no apparent adverse easements, encroachments or special assessments. The subject is located across the street from a general manufacturing use properties. The subject is vacant. All utilities are on and appear to be working properly.

Site Comments: The subject is zoned M-2 General Manufacturing District. However, the lot size will more likely accomodate a single family residence or duplex. It is not large enough to support a manufacturing use property.

LAND APPRAISAL REPORT

206 N DARRAH
File No. 206 N DARRAH

There are 7 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 9,000 to \$ 49,900				
There are 7 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 5,000 to \$ 60,000				
COMPARABLE SALES				
FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	206 N DARRAH	1310 W Elm St	1102 W Front St	1302 S Hinshaw St
City/St/Zip	Bloomington, IL 61701	Bloomington, IL 61701	Bloomington, IL 61701	Bloomington, IL 61701
Proximity to Subject		0.64 miles SE	0.45 miles SE	0.97 miles SE
Data Source(s)	BN/MLS	BN/MLS #2160420	BN/MLS #2160969	BN/MLS #2144288
Verification Source(s)	Public Record	PCL #21-08-208-016	PCL #21-05-412-004	PCL #21-08-329-017
Sale Price	\$	\$ 5,000	\$ 5,000	\$ 10,000
Price/	\$ 0.00	\$ 97.28	\$ 62.50	\$ 105.26
Date of Sale (MO/DA/YR)		05/11/2016	03/23/2016	01/07/2015
Days on Market		DOM 94	DOM 8	DOM 10
Financing Type		Conventional	Cash	Cash
Concessions		None	None	None
Location	N;Urban;	N;Urban;	N;Urban;	N;Urban;
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size	50 x 126	51.4 x 117.5	80 x 162/Irreg	95 x 101.5
View	Indust;Comm;Res;	Res;	Comm;Res;	Res;
Topography	Gen Level	Gen Level	Gen Level	Gen Level
Available Utilities	All City Utils	All City Utils	All City Utils	All City Utils
Street Frontage	50'	51'	80'	95'
Street Type	Two Lane	Two Lane	Two Lane	Two Lane
Water Influence	None	None	None	None
Fencing	None	None	None	None
Improvements	None	None	None	2CarDetGarage
				-3,000
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> - \$ 0	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 2,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 5,000
Adjusted sales price of the		Net Adj. 0.0%	Net Adj. 200.0%	Net Adj. 750.1%
Comparable Sales (in \$)		Gross Adj. 0.0% \$ 5,000	Gross Adj. 200.0% \$ 3,000	Gross Adj. 750.1% \$ 5,000
The appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.				
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.				
Data Sources: Public Record & BN/MLS				
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.				
Data Sources: Public Record & BN/MLS				
The appraiser's research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.				
Data Sources: Public Record & BN/MLS				
Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
\$	\$	\$	\$	\$
\$	\$	\$	\$	\$
Subject Property Is Currently Listed For Sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source:				
Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		
Subject Property has been listed within the last 12 Months? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Data Source:				
12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		
Comments on Prior Sales/Transfers and Current and Prior Listings: The subject property has not sold in the past 36 months. All previous sales of the comparable properties have been reported. All sales appear to reflect arms length transactions for the period which the sale occurred.				
Summary of the Sales Comparison Approach: All comparables are found in close proximity to the subject property. Comparable #3 is an older sale. However, its sale price still reflects today's market, so no time adjustment is necessary. After adjustments are made the comparables provide a good basis for an estimate of value. Most weight is applied to Comparable #1.				
Reconciliation Comments: The greatest weight is applied to the Sales Comparison Approach. It provides the best indication to market value. The Cost Approach is not developed in a Land Appraisal. The Income Approach was not developed due to the lack of market data.				
This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions or inspections: The appraisal is made with the subject in "as is" condition. There is no personal property included in the final estimate of value.				
Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:				
Opinion of Market Value: \$ 5,000 , as of: 01/10/2017 , which is the date of inspection and the effective date of this appraisal.				

LAND APPRAISAL REPORT

206 N DARRAH
File No. 206 N DARRAH

PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s): Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data source(s): _____

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion: _____

Does the project contain any multi-dwelling units? Yes No Data Source: _____

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into reported sales.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

206 N DARRAH
File No. 206 N DARRAH

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature 
 Name Charles G. Cresci
 Company Name Cresci Appraisal Services, Inc.
 Company Address 221 E Front St Suite 2
Bloomington, IL 61701
 Telephone Number 309-275-5561
 Email Address ccresci@aol.com
 Date of Signature and Report 01/12/2017
 Effective Date of Appraisal 01/10/2017
 State Certification # 556.001188
 or State License # _____
 or Other (describe) _____ State # _____
 State IL
 Expiration Date of Certification or License 09/30/2017

ADDRESS OF PROPERTY APPRAISED

206 N DARRAH
Bloomington, IL 61701
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 5,000

LENDER/CLIENT

Name Tony Brown
 Company Name CITY OF BLOOMINGTON Community Developme
 Company Address 115 E Washington Street
Bloomington, IL 61701
 Email Address tbrown@cityblm.org

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____

COMPARABLE SALES

Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

AERIAL MAP

Borrower: Community Development	File No.: 206 N DARRAH
Property Address: 206 N DARRAH	Case No.: 206 N DARRAH
City: Bloomington	State: IL
Lender: CITY OF BLOOMINGTON Community Development	Zip: 61701



LOCATION MAP

Borrower: Community Development

File No.: 206 N DARRAH

Property Address: 206 N DARRAH

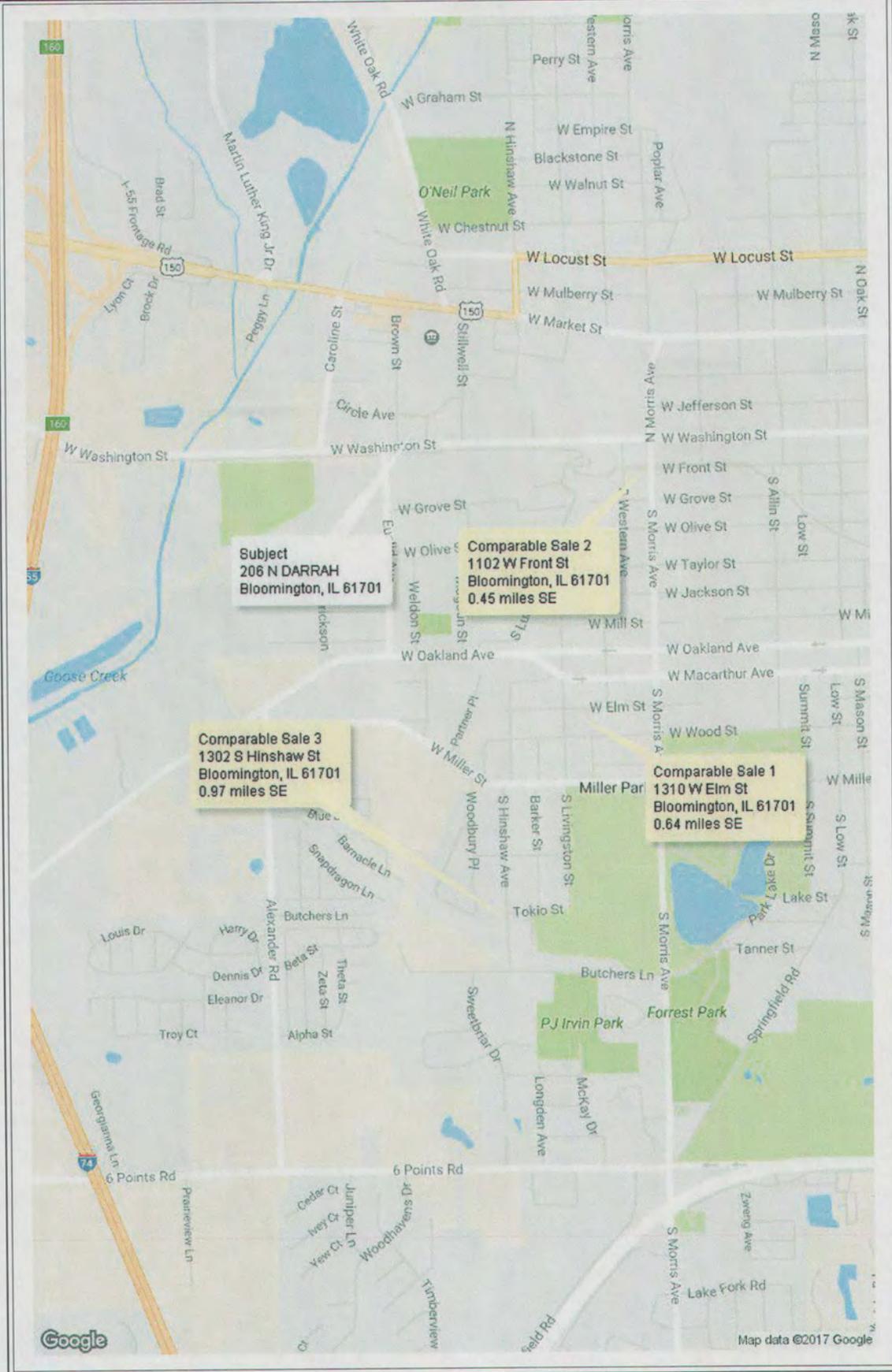
Case No.: 206 N DARRAH

City: Bloomington

State: IL

Zip: 61701

Lender: CITY OF BLOOMINGTON Community Development



SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Community Development	File No.: 206 N DARRAH
Property Address: 206 N DARRAH	Case No.: 206 N DARRAH
City: Bloomington	State: IL
Lender: CITY OF BLOOMINGTON Community Development	Zip: 61701

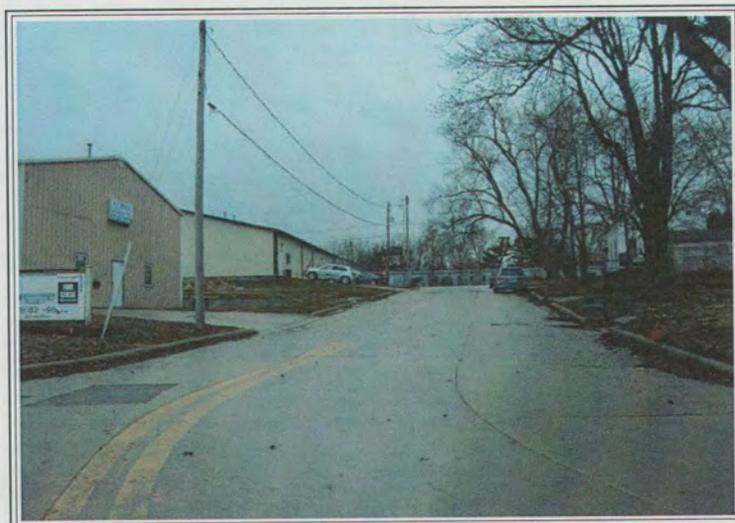


**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: January 10, 2017
Appraised Value: \$ 5,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

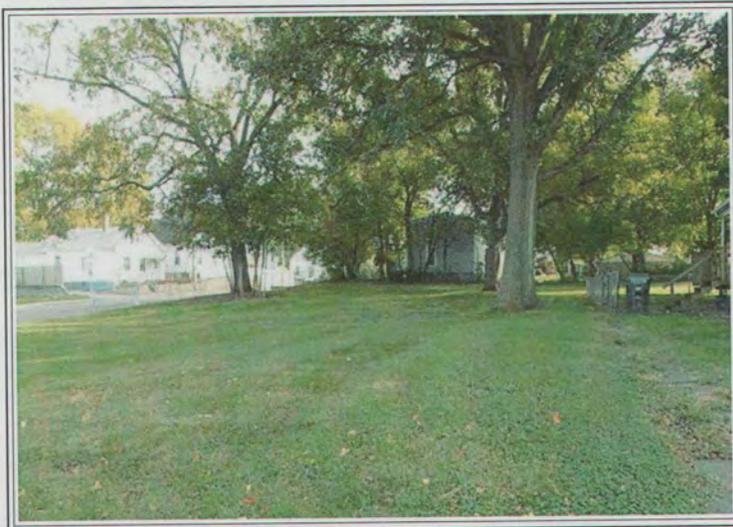
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Community Development	File No.: 206 N DARRAH
Property Address: 206 N DARRAH	Case No.: 206 N DARRAH
City: Bloomington	State: IL
Lender: CITY OF BLOOMINGTON Community Development	Zip: 61701



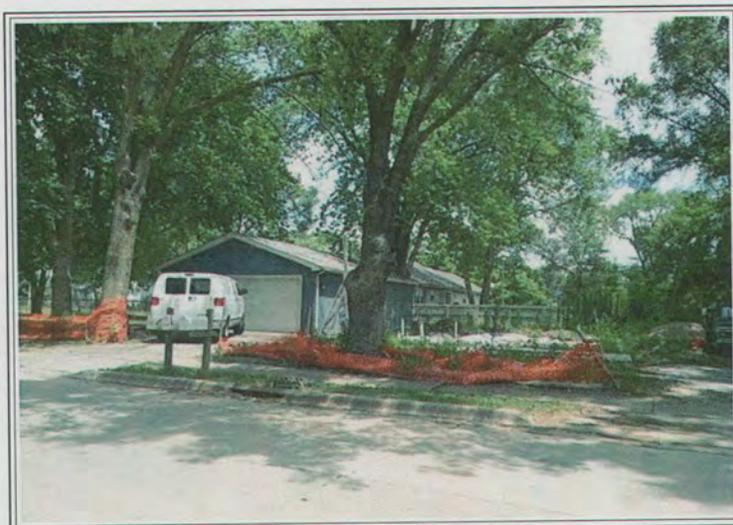
COMPARABLE SALE #1

1310 W Elm St
Bloomington, IL 61701
Sale Date: 05/11/2016
Sale Price: \$ 5,000



COMPARABLE SALE #2

1102 W Front St
Bloomington, IL 61701
Sale Date: 03/23/2016
Sale Price: \$ 5,000



COMPARABLE SALE #3

1302 S Hinshaw St
Bloomington, IL 61701
Sale Date: 01/07/2015
Sale Price: \$ 10,000

Borrower: Community Development
Property Address: 206 N DARRAH
City: Bloomington
Lender: CITY OF BLOOMINGTON Community Development

File No.: 206 N DARRAH
Case No.: 206 N DARRAH
State: IL
Zip: 61701



***** INVOICE *****

File Number: 206 N DARRAH

Tony Brown
CITY OF BLOOMINGTON Community Development
115 E Washington Street
Bloomington, IL 61701

Borrower : Community Development

Invoice # : 206 N DARRAH
Order Date : 01/04/2017
Reference/Case # : 206 N DARRAH
PO Number : 206 N DARRAH

LAND 2015 Appraisal

206 N DARRAH
Bloomington, IL 61701

LAND 2015 Appraisal	\$	250.00
	\$	-----
Invoice Total	\$	250.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	250.00

Terms: Please note new address

Please Make Check Payable To:

CRESCI APPRAISAL SERVICES
221 E Front St Suite 2
Bloomington, IL 61701

Fed. I.D. #: 30-0008576

Vacant lot offered for sale by the City of Bloomington.

206 Darrah, Bloomington

Zoned: M-2; Recent Appraisal / Minimum Bid of \$5,000

Property is sold AS IS.

All sealed bids are due to the City Clerk's Office, 109 E. Olive Street by (Date TBD). Bid opening at City Clerk's Office at (Date TBD). Please include Buyer's Name, Address, Phone Number, Bid Amount and Proof of Funds. Sale to the highest bidder, pending City Council approval.

Contact Jennifer Toney @ 434-2342 or jtoney@cityblm.org for more information.

Assessment Data

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

ID: **44 21-05-326-006**
 Name: **CITY OF BLOOMINGTON**
 Address 1:
 Address 2: **P O BOX 3157**
 City, St., Zip: **BLOOMINGTON , IL , 61702**

Prop. Address	206 DARRAH		
Sale Date	4/21/2008	Adjustment	0
Sale Price	15000	Adj. Sales Price	15000
Updated	11/18/2013 2	Adj. Ratio	95.96
Use Code	0000	Flag	1
School Dis	087	Financing	1
Tax Code	4001	Sale Use	3
Current Tax Rate	0.0838037	Document	08/11049
Current EAV	0	Deed	13/27958
NH	38	Previous SD	12/15/1994
Assmt Year	2016 S/A	Previous SP	28500
Land	0	Previous Ratio	19.69
Farmland	0	Homestead	0
Building	0	Senior	0
Farm Bldg	0	Frozen Amount	0
Total	0	HIE	N/A 0
Permit Date	3/19/2015	Permit Number	119120
Permit Amount	8825	Permit For	DEMO SINGLE FAMILY HOME FOR COMMUNITY DEVELOPMENT
Comment	11/18/13-QC-Deed		
Reason for change	BOARD OF REVIEW		
Legal	FAIRGROUNDS SUBN PT 5-23-2E S1/2 LOTS 1 & 2 BLK 14 & VAC ALLEY LYG W & ADJ PER 12/20086		

Reports



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of passing an ordinance approving a Special Use Permit for a Noncommercial Parking Lot in the R-2 Zoning District for the property located at 907 & 909 N. Roosevelt Ave.

RECOMMENDATION/MOTION: That an ordinance approving a Special Use Permit for a Noncommercial Parking Lot in the R-2 Zoning District for the property located at 907 & 909 N. Roosevelt Ave. be passed and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4 “Strong Neighborhood”

STRATEGIC PLAN SIGNIFICANCE: 4d). Improved Neighborhood Infrastructure

BACKGROUND: The subject site, commonly known as 907 and 909 N. Roosevelt Ave, is located east of Horatio G. Bent Elementary School. The property is north of W. Walnut Street, South of W. Empire Street/US 150 and west of N. Madison Street. The subject property consists of two parcels recently acquired by Bloomington Public Schools District 87. The District demolished two dilapidated apartment buildings at this location and the parcels are currently vacant. The petitioner would like to convert the two parcels into a noncommercial parking lot with seventeen (17) spaces, including one ADA parking space, to be used by Bent School employees and visitors. The parking lot will consist of a twenty five (25) foot wide drive aisle and two rows of 90 degree parking spaces. The lot will be screened on three sides with a six (6) foot wooden fence. The proposed Special Use permit will provide alternative parking options for faculty, staff and parent vehicles currently parked on the street. Other benefits include reduced congestion on the street, better visibility of children and pedestrians walking or biking, and easier access for larger service vehicles. To facilitate the Special Use, the petitioner also applied for two variances to allow for parking in the front yard of a residentially zoned property and a required front yard setback of seven and a half feet (7.5’) in lieu of fourteen feet. The Zoning Board of Appeals voted in favor, unanimously, of the aforementioned variances.

In 2016, Bloomington Schools received a Special Use Permit to construct a noncommercial parking lot at 900 and 901 N. Roosevelt Ave (Ord. # 2016-13). The improvement was well received by residents and Bent Elementary School staff.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public hearing and review of this case was held by the Zoning Board of Appeals on January 18, 2017. One citizen, outside of the applicant, spoke in favor of the petition. No one spoke against the petition. Staff recommended in favor of the Special Use Permit. The Board recommended approval by

ORDINANCE NO. 2017- _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
NONCOMMERCIAL PARKING LOT IN THE R-2 DISTRICT
FOR PROPERTY LOCATED AT: 907 & 909 N. ROOSEVELT AVE**

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 a noncommercial parking lot in the R-2 District for certain premises hereinafter described in Exhibit(s) 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 complies with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.10-3C 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 a noncommercial parking lot on the premises hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 27 day of February, 2017 .

APPROVED this _____ day of February, 2017.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

EXHIBIT A

907 N. Roosevelt Ave: The South 52 ½ feet of Lot 7 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois.

909 N. Roosevelt Ave: Lot 7, EXCEPT the South 52 ½ feet thereof, and the South ½ of Lot 6 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois.

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 R-2 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 Petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

BLOOMINGTON PUBLIC SCHOOLS,
DISTRICT 87, BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS

By: 
Barry D. Reilly, Superintendent

EXHIBIT A

LEGAL DESCRIPTIONS

907 N. Roosevelt Avenue, Bloomington, Illinois 61701

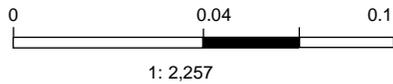
The South 52 1/2 feet of Lot 7 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois.

PIN: 21-04-126-005

909 N. Roosevelt Avenue, Bloomington, Illinois 61701,

Lot 7, EXCEPT the South 52 ½ feet thereof, and the South ½ of Lot 6, both in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois.

PIN: 21-04-126-004



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes

20857466

**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**

Public Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on Wednesday January 18, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois to hear testimony on a petition submitted by Bloomington Public Schools, District 87, requesting approval of a Special Use Permit to allow for the expansion of a parking lot in a R-2, Mixed Residential, on property located at 907 and 909 N. Roosevelt St.

LEGAL DESCRIPTION: Exhibit A
907 N. Roosevelt St.

The South 52 1/2 feet of Lot 7 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois. PIN: 21-04-126-005

909 N. Roosevelt St.

Lot 7, EXCEPT the South 52 1/2 feet thereof, and the South 1/2 of Lot 6, both in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois. PIN: 21-04-126-004

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph:
January 3, 2017

Public Notices

Counsel/Agent must attend the meeting and the subject properties are described as follows:

Legal Description
907 N ROOSEVELT: THE SOUTH 52 1/2 FEET OF LOT 7 IN BLOCK 3 IN ALLIN, GRIDLEY AND PRICKETTS ADDITION TO THE CITY OF BLOOMINGTON IN MCLEAN COUNTY, ILLINOIS. PIN: 21-04-126-005

909 N ROOSEVELT: EXCEPT THE SOUTH 52 1/2 FEET THEREOF, AND THE SOUTH 1/2 OF LOT 6, BOTH IN BLOCK 3 IN ALLIN, GRIDLEY AND PRICKETTS ADDITION TO THE CITY OF BLOOMINGTON IN MCLEAN COUNTY, ILLINOIS. PIN: 21-04-126-004

REQUEST

A request for two variances from Chapter 44 of the City's Code to allow 1) parking in the front yard (44.7-2C.3(b)), and 2) a front yard setback of 7.5 feet in lieu of the required 13 foot setback (44.4-5.D). The petitioner would like to demolish the existing homes and construct a noncommercial parking lot for the benefit of Bent School faculty and staff.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: Monday, January 2, 2017

20857728
**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS
JANUARY 18, 2017**

Notice is hereby given that the Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, January 18, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, petitions submitted by Bloomington Public Schools, District 87 for the approval of two variances from Chapter 44 of the City's Code on properties located at 907 N. Roosevelt Ave and 909 N. Roosevelt Ave at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her

E KNOW.

nywhere.

r FREE APPS
nt access to
most accurate
information.

GRAPH



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

December 29, 2016

Dear Property Owner or Resident:

The Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, January 18, 2017 at 4:00 p.m. in the City Hall City Council Chambers, 109 E. Olive St., Bloomington, Illinois, for petitions submitted by Bloomington Public Schools, District 87 for the approval a special use permit and two variances for the property located at 907 and 909 N. Roosevelt Ave at which time all interested persons may present their views upon such matters pertaining thereto.

REQUEST

- A special use permit to allow for a noncommercial parking lot in the R-2 District
- A variance to allow parking in the front yard of a residential lot
- A variance to allow a front yard setback of 7.5 feet in lieu of the block average of 13 feet

The petitioner or his/her Counsel/Agent must attend the meeting. A legal description of the subject property is attached to this letter.

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon matters pertaining to the requested special use and variances during the public hearing. Communications in writing in relation thereto may be filed with the Department of Community Development, or at such hearing. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may email me at ksimpson@cityblm.org or call me at (309) 434-2226.

Sincerely,

Katie Simpson
City Planner

Attachments:

- Legal description of the subject property
- Map of notified properties within 500 ft of subject property



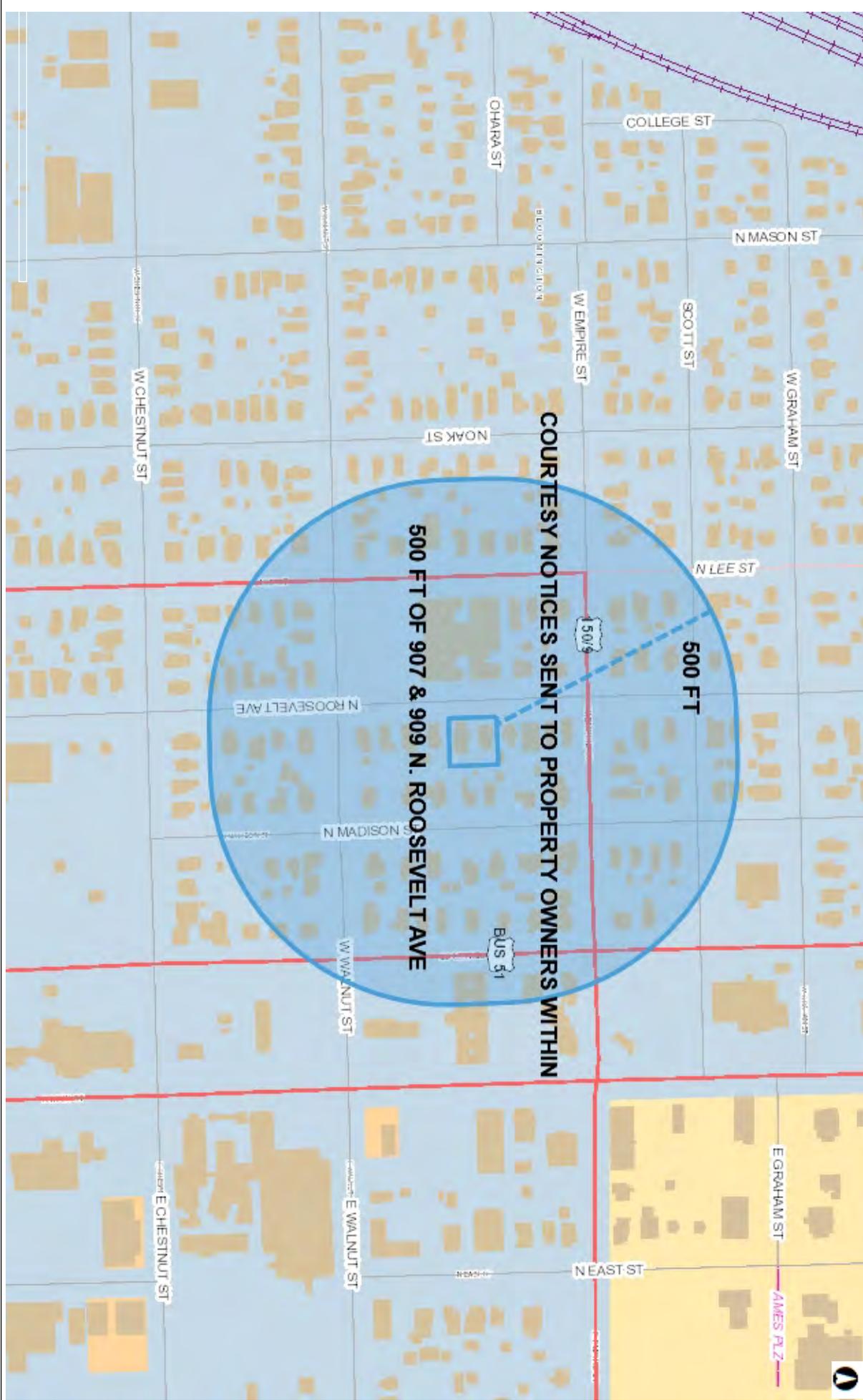
Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

Legal Description:

907 N ROOSEVELT: THE SOUTH 52 ½ FEET OF LOT 7 IN BLOCK 3 IN ALLIN, GRIDLEY AND PRICKETTS ADDITION TO THE CITY OF BLOOMINGTON IN MCLEAN COUNTY, ILLINOIS. PIN: 21-04-126-005

909 N ROOSEVELT: EXCEPT, THE SOUTH 52 ½ FEET THEREOF, AND THE SOUTH ½ OF LOT 6, BOTH IN BLOCK 3 IN ALLIN, GRIDLEY AND PRICKETTS ADDITION TO THE CITY OF BLOOMINGTON IN MCLEAN COUNTY, ILLINOIS. PIN: 21-04-126-004

PUBLIC HEARING FOR A SPECIAL USE AND TWO VARIANCES



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Notes

MEGHAN GEMBARA
10 CARRIAGE TRAIL
PALOS HEIGHTS IL 60463

ZACHARY D KERRICK
1001 N MADISON
BLOOMINGTON IL 61701

A EMMA RECKER
1003 N LEE ST
BLOOMINGTON IL 617012750

DAVID B STAUFFER
1003 N MADISON
BLOOMINGTON IL 61701

LAWRENCE MILLER
1003 N ROOSEVELT
BLOOMINGTON IL 61701

MERVIN R HELMUTH
1005 N LEE ST
BLOOMINGTON IL 617012750

LUCHRECY B CANULL
1005 N MADISON ST
BLOOMINGTON IL 617012754

KELLY L CICCOLO
1005 PARK ST
BLOOMINGTON IL 617013143

ROY MCNIER
1007 N MADISON ST
BLOOMINGTON IL 617012754

BLOOMINGTON EYE INSTITUTE
1008 N CENTER ST
BLOOMINGTON IL 617012778

GAILEY EYE CLINIC LTD
1008 N MAIN ST
BLOOMINGTON IL 617011784

% THORNTONS, INC. DAVID BRIDGERS
10101 LINN STATION RD
LOUISVILLE KY 402233848

BERNARD MCNAMARA
102 W CHESTNUT ST
LEXINGTON IL 617531369

Attn Mark Snyder Sasil Properties LLC
1020 Longmeadow Ln
Western Springs IL 605582108

MICHAEL & CHARLIE CATRON
1100 N ROOSEVELT
BLOOMINGTON IL 61701

LINDA A CUSHING
1101 N LEE
BLOOMINGTON IL 61701

LOVING MISSIONARY BAPTIST CHURCH
1101 N ROOSEVELT
BLOOMINGTON IL 61701

THOMAS J & SHELLY BEUTOW
1102 N MADISON ST
BLOOMINGTON IL 617012756

PAUL MEUTH
1104 N MADISON ST
BLOOMINGTON IL 617012756

DARIN W PARKER
1108 E TAYLOR ST
BLOOMINGTON IL 617015561

VICENTE & JENNIFER ADAME
1111 E GROVE ST
BLOOMINGTON IL 617014210

Rick S Terven
1111 S Macarthur Blvd
Springfield IL 627042820

JOHN ARMSTRONG
12 KLEGGSTONE CIR
BLOOMINGTON IL 617041508

PATTY SANDOVAL
1215 N MASON ST
BLOOMINGTON IL 617011648

GREG A & CHERYL SEXTON
12768 SOUTH RD
WAYNESVILLE IL 617789512

DANNY WHEELER
1312 N ALLIN ST
BLOOMINGTON IL 617011602

TIM HERMAN
1316 E EMPIRE ST
BLOOMINGTON IL 617013420

CHASE CAVALERA
1406 W WOOD ST
BLOOMINGTON IL 617016366

D ROBERT SWIBAKER
1411 N LINDEN ST
NORMAL IL 617611468

% HAPPINESS SERIES LLC YUWADEE
JOHNSON
18570 E 2375 NORTH RD
TOWANDA IL 617767598

HAPPINESS SERIES LLC
18570 E 2375 NORTH RD
TOWANDA IL 617767598

MARTIN R RUMBOLD
201 OAK VALLEY DR
GOODFIELD IL 617429514

KEVIN DRAEGER
202 GRANDVIEW DR
NORMAL IL 617613135

DML REAL ESTATE
202 NORTH CENTER STREET SUITE 2
BLOOMINGTON IL 61701

PATRICK & MICHELLE WHEELER
207 W CHESTNUT
BLOOMINGTON IL 61701

SIMONE MANIS
2104 KIRKLAND AVE.
LAS VEGAS NV 891024436

MICHELLE A SHOOP
22 LONG COVE CT
BLOOMINGTON IL 617042903

G 5 OF MCLEAN COUNTY LLC
2203 EASTLAND DR STE 8
BLOOMINGTON IL 617047924

DAVID BEAN
23977 E 1000 NORTH RD
DOWNS IL 617369427

CRIS L HARREL
247 S Sycamore St
El Paso IL 617381458

BLOOMING GROVE PROPERTIES LLC
25017 WOOD THRUSH CIR
HUDSON IL 617487511

KEITH & CINDY RANNEY
25049 WOOD THRUSH CIR
HUDSON IL 617487511

WAYNE & MARY PELHANK
2625 Day Lily Run
The Villages FL 321622050

MATTHEW KINSELLA
2754 BAKER ST
SAN FRANCISCO CA 941233812

RALPH & MARY KAY KILLIAN SCHMITT
28153 E 1100 NORTH RD
ELLSWORTH IL 617379469

TONY & DEBORAH ADEKOYA
3 HANEY CT
BLOOMINGTON IL 617014983

JANDACE S SWAN
30 ETHELL PKWY
NORMAL IL 617614017

BENT SCHOOL BOARD OF EDUCATION
300 E MONROE
BLOOMINGTON IL 61701

KATHERINE MITCHELL
301 W Empire St
Bloomington IL 617012728

REGINALD WHITTAKER
303 E WILLOW ST
NORMAL IL 61761

MIKE & BRANDE BURLESON
305 MORGAN DR
HEYWORTH IL 617459216

CEVAT KARASEN
305 W CHESTNUT ST
BLOOMINGTON IL 617012914

MARIE SANDOVAL
308 S GROVE ST
NORMAL IL 617612836

SEAN A BOZARTH
311 S MAIN ST
NORMAL IL 617612968

MARK SEGOBIANO
3213 KIRKWOOD RD
BLOOMINGTON IL 617048287

PHILIP F ADELEYE
3950 N LAKE SHORE DR APT 1228E
CHICAGO IL 606133446

KURT & AMY HERALD
403 SEMINARY AVE
BLOOMINGTON IL 617011664

HOWARD J COTTON
405 W CHESTNUT ST
BLOOMINGTON IL 617012916

RALPH COOPER
406 W WALNUT ST
BLOOMINGTON IL 617012939

STEVE NORTHCUTT
4200 SW 3RD AVE
CAPE CORAL FL 339145940

BRUCE HUMPHREY
501 W EMPIRE ST
BLOOMINGTON IL 617012731

M KRUTKE
503 N EAST ST
HUDSON IL 61748

SHEILA M WILBURN
503 W EMPIRE ST
BLOOMINGTON IL 617012731

MELISSA A GAZELLE
504 W EMPIRE
BLOOMINGTON IL 61701

CHARLES W RIDGEWAY
506 W WALNUT ST
BLOOMINGTON IL 61701

TODD BUGG
606 N LINDEN ST
NORMAL IL 617611707

DURAN OWNERSHIP GROUP
613 WHISPERING PINES CC LN
NORMAL IL 617615361

FIRST STATE BANK CUSTODIAN
706 WASHINGTON ST
MENDOTA IL 613421675

STEPHEN A CAPODICE
707 WOODRIG RD
BLOOMINGTON IL 617045624

BERNARD W DEANY
711 E EMPIRE ST
BLOOMINGTON IL 617013245

REUBEN YODER
8 FISHER DR
BLOOMINGTON IL 617011902

FAITH BAPTIST CHURCH
804 N CENTER
BLOOMINGTON IL 61701

THOMAS L & ELLEN J BRENNAN
806 N MADISON ST
BLOOMINGTON IL 617012928

ROGER LINDA & JOHN BEHRENS
806 N ROOSEVELT
BLOOMINGTON IL 61701

HOLLY CHAPMAN
808 N MADISON ST
BLOOMINGTON IL 617012928

ROBERT D FARMER
809 N LEE
BLOOMINGTON IL 61704

STEFEN ROBINSON
809 N MADISON ST
BLOOMINGTON IL 617012927

ELEANOR LORANCE
810 N LEE ST
BLOOMINGTON IL 617012923

RICKY ALLAN QUINN
811 N LEE
BLOOMINGTON IL 61701

JOHN G WILSON
812 N LEE
BLOOMINGTON IL 61701

BRIAN VASQUEZ
812 N MADISON ST
BLOOMINGTON IL 61701

MELVIN L KULL
812 N ROOSEVELT AVE
BLOOMINGTON IL 617012934

KELBY CUMPSTON
901 N MADISON ST
BLOOMINGTON IL 617014538

JOSEPH PLOENSE
901 N OAK ST
BLOOMINGTON IL 617012828

THOMAS R EWEN
901 SPEAR DR
NORMAL IL 617613153

LORI A STEVENSON
903 N OAK STREET
BLOOMINGTON IL 61701

JOHNNY M WHITE
903 N ROOSEVELT
BLOOMINGTON IL 61701

WILLIAM L & GRACIE CUSHMAN
904 N CENTER
BLOOMINGTON IL 61701

SHAWN F & ALISON M HODINA
904 N LEE
BLOOMINGTON IL 61701

ELIZABETH DRINAN
905 N ROOSEVELT AVE
BLOOMINGTON IL 617012935

VICTORIA S BAPTISTE
906 N MADISON
BLOOMINGTON IL 61701

NICHOLAS BURTON
907 N OAK ST
BLOOMINGTON IL 61701

JOHN H BROWN
908 N LEE ST
BLOOMINGTON IL 617012925

JENNIFER R EVANS
910 N MADISON ST
BLOOMINGTON IL 617012930

ASHLEY STRUCK
911 N OAK ST
BLOOMINGTON IL 617012828

JOHN T LEWIS
911 N Roosevelt Ave
Bloomington IL 617012935

KRISTA LEONATTI
912 N LEE ST
BLOOMINGTON IL 617014547

DAVID L & GLORIA BREWER
912 N ROOSEVELT AVE
BLOOMINGTON IL 617012936

LOIS E KERN
913 N LEE ST
BLOOMINGTON IL 617012924

DANIEL C NADLER
913 N OAK ST
BLOOMINGTON IL 617012828

ROBERT J BREWE III
913 N ROOSEVELT AVE
BLOOMINGTON IL 61701

DAVID G HAAS
914 N CENTER ST
BLOOMINGTON IL 617012911

JESSI WILSON
914 N LEE ST
BLOOMINGTON IL 617012925

KAREN BURSELL
914 N Madison St
Bloomington IL 617012930

ANGELA & WILEY SPIECKER SINNOTT
915 N LEE ST
BLOOMINGTON IL 617012924

CHAD BEARD
916 N LEE ST
BLOOMINGTON IL 617012925

JOSEPH W BARTH
916 N MADISON
BLOOMINGTON IL 61701

JESUS & OLGA CABRERA
916 N ROOSEVELT AVE
BLOOMINGTON IL 617012936

PEGGY HUTCHISON
917 N OAK ST
BLOOMINGTON IL 617012828

KELSEY & GLENN SASVELD
94 S RIVER RD
NAPERVILLE IL 605404239

CYNTHIA M SHEPARD
PO BOX 3333
BLOOMINGTON IL 617023333

BOB HERMES
PO BOX 707
HUDSON IL 61748

**CITY OF BLOOMINGTON
 REPORT FOR THE BOARD OF ZONING APPEALS
 JANUARY 18, 2017**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
SP-02-17	907 & 909 N. Roosevelt Ave	Special Use permit for a noncommercial parking lot in the R-2, District.	Katie Simpson, City Planner

REQUEST

The petitioner is seeking a special use to allow a noncommercial parking lot in the R-2, Mixed Residential District.

NOTICE

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on January 3, 2017.

GENERAL INFORMATION

Owner and Applicant: Bloomington Public School, District 87

LEGAL DESCRIPTION

907 N. Roosevelt Ave: The South 52 ½ feet of Lot 7 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois.

909 N. Roosevelt Ave: Lot 7, EXCEPT the South 52 ½ feet thereof, and the South ½ of Lot 6 in Block 3 in Allin, Gridley and Pricketts Addition to the City of Bloomington in McLean County, Illinois.

PROPERTY INFORMATION

Existing Zoning: R-2 Mixed Residential
 Existing Land Use: apartments (907 N. Roosevelt) and apartments (909 N. Roosevelt).
 Property Size: Approximately 10,200 square feet
 PIN: 21-04-126-005; 21-04-126-004

Surrounding Zoning and Land Uses

<u>Zoning</u>	<u>Land Uses</u>
North: R-2, Mixed Residential District	North: Single family home(s)
South: R-2, Mixed Residential District	South: Single family home(s)
East: R-2, Mixed Residential District	East: Single family home(s)
West: S-2, Public Lands and Institutions District	West: Horatio G. Bent Elementary School

Analysis

Submittals
 This report is based on the following documents, which are on file with the Community Development Department:

1. Application for Special Use

2. Site Plan
3. Aerial photographs
4. Site visit

PROJECT DESCRIPTION

The subject site is commonly known as 907 & 909 N. Roosevelt Ave located east of Horatio G. Bent Elementary School (Bent School), north of W. Walnut Street, west of N. Madison Street and south of W. Empire Street/US 150. W. Empire Street and N. Lee Street are state routes used frequently by large trucks. The properties were built as single family homes but converted into multifamily structures. The property is surrounded by single and two family homes. Recently, the petitioner, Bloomington Public Schools District 87, acquired both properties and demolished the homes on both properties. The land is currently vacant.

The petitioner proposes to construct a seventeen (17) space, noncommercial parking lot (approximately 5,103 square feet of impermeable surface) to be used by Bent School. The parking lot will include one ADA accessible space. Bent School currently serves 416 students, and has 60 faculty and staff. The school is landlocked and faculty, staff and parents currently rely on on-street parking along W. Walnut Street, N. Roosevelt Street, N. Lee Street, and W. Empire Street. Additionally, some of the on-street parking is used by residents and the streets are very congested. A special use permit (Ord 2016-13) and two variances were approved last year to allow for a noncommercial parking lot (18 spaces) located at 900 & 901 N. Roosevelt Ave for Bent School. The proposed parking lot could reduce the remaining number of faculty, staff, and parent vehicles parked along the street, and improve traffic flow for the block. Additionally, removing cars parked on the street should improve visibility and allow city services including garbage, snow plows and emergency vehicles to provide safer and better service to residents.

The subject properties are located in the R-2, Mixed Residential District, and a special use permit is needed for a noncommercial parking lot in a residential district. The petitioner's site plan shows compliance with the additional special use standards outlined in Section 44.10-4. The petitioner is also seeking a variance to allow parking in the front yard of a residential lot (44.7-2.C.3(b)) and a front yard setback of seven and a half (7.5) feet (Section 44.4-5.D).

The existing lots are considered nonconforming in that they do not meet the code's minimum requirements for width and area. When these two lots fall under common ownership, they are combined into one parcel. The new lot is approximately 99' by 99'. The proposed parking lot will have only one ingress/egress. It will provide a 25' drive aisle and two rows of 19' by 9' parking spaces angled at 90 degrees. The parking lot will be screened with a six (6) foot fence on three sides from neighboring residential properties and is shown having a row of landscaping along the rear. The fence should not block visibility and no easements will be obstructed.

Link to Comprehensive Plan: Reducing the number of cars parked on the street by providing additional off-street parking for Bent School employees and parents improves safety for bicyclists and pedestrians by improving visibility. Additionally by decreasing congestion, larger vehicles such as emergency vehicles, school buses, and public transit, can navigate the roads with more ease. The special use permit promotes a "safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode."

(Goal TAQ-1). The Comprehensive Plan also encourages cooperation between the City of Bloomington and School District to revitalize and improve neighborhoods.

Action by the Zoning Board of Appeals

For each special use application the Zoning Board of Appeals shall report to the Council its findings of fact and recommendations, including 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 Zoning Board of 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 should enhance safety in the area. The petitioner is proposing to construct additional off-street parking for neighboring Bent School Staff which should reduce the quantity of on-street parking and congestion along W. Walnut Street., N. Roosevelt Ave and N. Lee Street/I-150. Additionally, this will increase driver visibility of pedestrians, especially children, and bicyclists traveling to and from Bent School and along the road. The standard is met.
- 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 proposed parking lot is set back, at least ten (10) feet from the neighboring property lines. It will be screened with landscaping along the rear and a six (6) foot wooden fence on the sides. The parking lot will be used by Bent School, which operates during normal working hours. The impacts to neighboring properties should be low. The standard is met.
- 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 special use should not impede normal and orderly development of the surrounding properties, and is to be used exclusively by Bent School Staff which serves families in the immediate area. Additionally, by reducing the number of faculty, staff and parent vehicles on the street, larger, public vehicles are better able to serve residents in the neighborhood. The parking lot will also be fenced and screened from neighboring residential properties. The standard is met.
- 4. That the adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** the subject properties have adequate utilities, access and drainage. Design, construction and maintenance shall be in accordance with requirements specified in Section 44.7-2 and the Manual of Practice. The standard is met.
- 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;** the two parcels will be combined into one, and will be served by one ingress/egress. Currently, each parcel has a separate drive. This will reduce the number of curb cuts along N. Roosevelt Ave. The standard is met.

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 Zoning Board of Appeals. The proposed noncommercial parking lot meets the requirements explained in section 44.10-3 and Section 44.10-4. The petitioner is seeking a variance for a seven and a half (7.5) foot front yard setback. If the variances are granted, the standard is met.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use for a noncommercial parking lot. Staff recommends the Zoning Board of Appeals provide Council with a recommendation to **approve** the requested **special use petition** in Case SP-02-17.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

- Draft Ordinance
- Exhibit A-Legal Description
- Petition for a Special Use Permit
- Site Plan
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
Wednesday, January 18, 2017, 4:00 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois**

Members present: Chairman Briggs, Mr. Brown, Mr. Bullington, Mr. Kearney, and Mr. Simeone

Members absent: Mr. Butts, Ms. Meek

Also present: Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner
Tom Dabareiner, Community Development Director
Kevin Kothe, City Engineer

At 4:04PM, Mr. Dabareiner called the roll. With five members in attendance, a quorum was present.

SP-02-17 Consideration, review and approval of a special use petition submitted by Bloomington Public Schools, District 87 to allow a noncommercial parking lot in the R-2 district for the property located at 907 & 909 N. Roosevelt Ave

Chairman Briggs introduced the next two cases because they relate to the same property. With the board's consent, discussion on the two cases was combined. John Pratt, attorney for District 87, was sworn in. Mr. Pratt introduced others from the school district and their engineer. Mr. Bullington asked if there is anything substantially different from the cases for the added parking at 900 and 901 Roosevelt from last year; Mr. Pratt stated there was no substantial difference. Mr. Pratt was pleased with the City staff report. He stated that the buildings at 907 and 909 Roosevelt were dilapidated apartment buildings and would be demolished and replaced with parking to help reduce on-street parking demand. He stated they hosted a neighborhood meeting on January 12, 2017 and only Mr. Lewis, from 911 N. Roosevelt, attended.

Mr. John Lewis, 911 N. Roosevelt Avenue, was sworn in. Mr. Lewis stated he attended the last hearing also. He appreciates the school district acquiring and demolishing the properties at 907 and 909 N. Roosevelt. He stated there is less traffic on the street and possibly less crime. He explained the difficulty he has had entering or exiting his driveway when the on-street parking is present. He noted several other examples of traffic and parking concerns. He asked for more landscaping and stated the District agreed to do so.

Ms. Simpson presented the staff report. She stated staff is in favor of both the Special Use and the variance request. She provided a photo of the properties under consideration and described the project. She showed an aerial photo of the properties and described the surrounding properties, including Bent School across the street to the west. She stated the project reduces the number of entranceways, reduces the household density in the neighborhood, adds sufficient screening, and addresses both neighborhood and school district objectives. Ms.

Simpson reviewed the standards for granting a special use and recommend in favor. She then reviewed the standards in detail for granting the requested variance and recommend in favor.

Mr. Kearney asked about the distinction between a commercial and noncommercial parking lot. Ms. Simpson explained that a commercial parking lot is not permitted and is parking associated with a business use while noncommercial parking is associated with residential districts and may include schools and churches.

Mr. Lewis asked for a No Parking sign or other obstacles to people parking near his driveway. Mr. Kearney noted that this case has nothing to do with this case. Mr. Boyle added that this request is beyond the jurisdiction of this Board. Mr. Kothe explained that Mr. Lewis can send a request to Public Works and reminded everyone that there is no parking allowed within three feet of the driveway.

The Special Use was **approved** unanimously with the following votes recorded: Mr. Brown—yes; Mr. Bullington—yes; Mr. Kearney—yes; Mr. Simeone—yes; Chairman Briggs—yes.

Z-01-17 Consideration, review and approval of the petition for variances submitted by Bloomington Public Schools, District 87 to allow 1) parking in the front yard in a residential district, and 2) a front yard setback of 7.5 feet in lieu of the required 13 foot setback for the property located at 907 & 909 N. Roosevelt Ave.

The Variance was **approved** unanimously with the following votes recorded: Mr. Brown—yes; Mr. Bullington—yes; Mr. Kearney—yes; Mr. Simeone—yes; Chairman Briggs—yes. Mr. Kearney encouraged the petitioner to make the parking lot as attractive as possible.

OTHER BUSINESS:

NEW BUSINESS:

Chairman Briggs noted that chairman elections for the ZBA will be coming up in April.

ADJOURNMENT:

Mr. Bullington motioned to adjourn; seconded by Mr. Brown. Meeting adjourned at 4:45PM following voice vote.

Respectfully,

Tom Dabareiner AICP
Community Development Director



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: February 27, 2017

SUBJECT: Consideration of an Ordinance Approving a Special Use Permit for the Expansion of An Existing Senior Living Facility, known as Westminster Village, in the R-3B Zoning District for the property located at 2025 E. Lincoln Street.

RECOMMENDATION/MOTION: That an Ordinance approving a Special Use Permit for the Expansion of An Existing Senior Living Facility, known as Westminster Village, in the R-3B Zoning District for the property located at 2025 E. Lincoln Street be passed, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3 “Grow the local economy” and Goal 4 “Strong Neighborhood”

STRATEGIC PLAN SIGNIFICANCE: 3a) Retention and growth of current local businesses; 4b). Upgraded quality of older housing stock

BACKGROUND: The subject site, commonly known as Westminster Village, is approximately 44.16 acres located at the corner of E. Lincoln Street and Mercer Ave. Veterans Parkway borders the property on the south. Westminster Village was constructed in 1977 as a senior living facility. The site is zoned R-3B, Multifamily Residential District, which allows densities up to 70 dwelling units per acre and alternative residential accommodations, such as an Adult or Senior Living Facility, with a Special Use Permit. Westminster Village was awarded a Special User Permit in 2010 (Ord. # 2010-12) to allow for the expansion of the facility. Under Section 44.10 of the City of Bloomington Zoning Ordinance, the expansion of a special use requires application and approval of a new Special Use Permit. Westminster Village is petitioning for a new Special Use Permit to enable multiple improvements to their property over the coming years. The following improvements include: the addition of hybrid homes and a country club; remodeling the main entry way; relocating the main entrance to Mercer Ave; adding a memory care facility; adding additional assisted living facilities, adding an additional emergency vehicle and employee drive on Lincoln Ave and improvements to the Martin Health Center.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public hearing and review of this case was held by the Zoning Board of Appeals on January 18, 2017. No citizens, outside of the applicant, spoke in favor of the petition. No one spoke in opposition to the petition. Staff recommended in favor of the Special Use Permit. The Board recommended approval of the Special Use Permit and the motion was passed by unanimous vote, 5-0. Public notice was published in the Pantagraph on January 3, 2017 in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 74 property owners within 500 feet. In addition, a public notice/identification sign

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE EXPANSION OF AN
EXISTING SENIOR LIVING FACILITY, KNOWN AS WESTMINSTER VILLAGE, IN THE R-3B
DISTRICT
FOR PROPERTY LOCATED AT: 2025 E. LINCOLN AVE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit to allow for the expansion of an adult living facility in the R-3B District for certain premises hereinafter described in Exhibit(s) 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 complies with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.10-3C 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 to allow for the expansion of an adult living facility in the R-3B District for certain premises hereinafter described in Exhibit(s) A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this _____ day of _____, 20____.

APPROVED this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

DESCRIPTION OF PROPERTY**Tract 1:**

That part of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, Mclean County, Illinois, which lies Northwest of the Northwesterly Right-of-Way Line of U.S. Route 66 (F.A. Route 5) as monumented and occupied and the East 2 acres of the Northeast Quarter of the Southeast Quarter of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, Mclean County, Illinois, excepting therefrom the following:

Exception No. 1:

Commencing at the Southeast corner of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, thence 708.4 feet Northerly along the Section line to the Point of Beginning, the said point being the point of intersection of the Section Line and the North Right of Way Line of U.S. 66, thence Northerly along the East Line of Section 10, a distance of 615 feet to an extension of the North Line of Bachenheimer Subdivision, thence Easterly along the said North Line of Bachenheimer Subdivision extended a distance of 26 feet to the proposed right of way line, thence Southerly along the proposed right of way line and parallel to the Section Line to the intersection of the North Line of U.S. 66, thence Southwesterly along the North Line of U.S. 66 to the Point of Beginning, EXCEPT that portion already a part of the public right of way.

Exception No. 2:

Commencing at the intersection of the East Line of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian and the North Line of U.S. 66, thence Northeasterly along the said North Line of U.S. 66 to the Point of Beginning, an intersection with the East Line of the proposed right of way, known as Exception No. 1; thence Northeasterly along the said U.S. 66 North Right of Way Line a distance of 30 feet, thence Northwesterly to an intersection with the said East Line of Exception No. 1 at a point 50 feet North of the Point of Beginning, thence Southerly a distance of 50 feet to the Point of Beginning.

Exception No. 3:

A strip of land 10 feet in Width East of and adjacent to the proposed East Right of Way Line of Exception No. 1 above described and extending in a Northerly direction from Exception 2 to the North property line of Bachenheimer Subdivision, extended.

Exception No. 4:

A part of the Southwest 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, Mclean County, Illinois, and a part of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest Corner of the Southwest 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, thence West 26 feet to the East side of the Blum and Livingston Road, thence South and parallel to the West line of Section 11, 268 feet, thence East 181.00 feet to a point 268.5 feet South of the North Line of the Southwest 1/4 of said Section 11, thence North 268.5 feet to a point on said North Line, said point being 167 feet East of the Point of Beginning, thence West 167 feet along said North Line to the Point of Beginning, EXCEPTING therefrom the South 74.5 feet thereof.

Exception No. 5:

Lot 1 and 2 in Garling Subdivision, a subdivision of a part of the Southwest 1/4 of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian, according to the Plat thereof recorded February 14, 1978 as Document No. 78-1787.

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Commencing at the intersection of the West Line of said Southwest 1/4 Section 11, and the North Line of U.S. Route 66, thence Northeasterly along the said North Right of Way Line of U.S. Route 66, 250 feet, thence North 180 feet, thence West 220 feet to a point on the East Right of Way Line of Mercer Avenue, thence South 250 feet to the point of beginning.

Exception No. 8:

Commencing at the Northwest Corner of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian in Mclean County, Illinois; thence South 56 feet along the West Line of said Section 11; thence Easterly 1942.94 feet parallel to the North Line of said Southwest Quarter Section to the Point of Beginning; thence Easterly 13.02 feet parallel to said North Line of said Southwest Quarter Section; thence Southeasterly to a point on the West Right of Way Line of Route F.A. 5, which is 65.76 feet Southerly from and at right angles to said North Line of said Southwest Quarter Section; thence Southwesterly along said West right of way line of Route F.A. 5 a distance of 10 feet; thence Northwesterly a distance of 50 feet to the Point of Beginning.

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That part conveyed to the City of Bloomington by Warranty Deed recorded April 16, 1982 as Document No. 82- 3063.

Exception No. 10:

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Exception 11:

That part conveyed to the People of the State of Illinois, Department of Transportation, by Warranty Deed recorded October 16, 2000 as Document No. 2000R25926.

All in Mclean County, Illinois.



5555 Travis St. Suite 300
Dallas, Texas 75204
1 214 916 8410
www.prdgarch.com



2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax
www.f-w.com

Project No.: 0160431.00
Field Book No.: 3199

WESTMINSTER VILLAGE
2205 EAST LINCOLN ST.
BLOOMINGTON, IL 61701
PRDG PROJECT# 141037

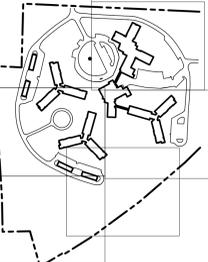
DESIGN DEVELOPMENT

09.29.2016

PROGRESS SET FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR
DESIGN REVIEW AND NOT
INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.
THEY WERE PREPARED BY OR
UNDER SUPERVISION OF:
PAUL DONALDSON
LICENSE NO. 16578

NOT FOR CONSTRUCTION

KEY PLAN

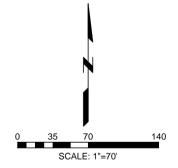


NO.	ISSUE	DATE
REVISIONS		

Title
Site Plan Overall

Sheet
1

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Xref File: I:\Projects\0160431.00 - Westminster Expansion Site\Drawings\04 - Drawings\0402 - 040201.dwg | 12/16/2016 9:52 AM |

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

2025 E. Lincoln St. Bloomington, IL

State of Illinois)
)ss.
County of McLean)

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

Now come(s) Westminster Village, Inc.

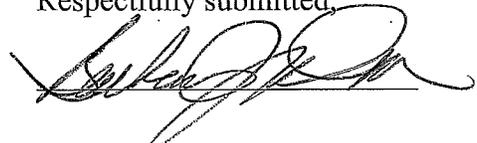
hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); 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 R-3B 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 Westminster Village, Inc., are allowed as a special use in a R-3B 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 R-3B 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 R-3B 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 petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,


CEO.

Barb Nathan, FAAMA
Executive Director

DESCRIPTION OF PROPERTY**Tract 1:**

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Exception No. 1:

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A strip of land 10 feet in Width East of and adjacent to the proposed East Right of Way Line of Exception No. 1 above described and extending in a Northerly direction from Exception 2 to the North property line of Bachenheimer Subdivision, extended.

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That part conveyed to the People of the State of Illinois, Department of Transportation, by Warranty Deed recorded October 16, 2000 as Document No. 2000R25926.

All in McLean County, Illinois.

PIN: 21-11-301-014



1: 9,028

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes

20857138
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on Wednesday January 18, 2017 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois to hear testimony on a petition submitted by Westminster Village, Inc., requesting approval of a Special Use Permit to allow for the expansion of a Senior Living Facility known as Westminster Village in a R-3B, Multiple Family Residence District, on property located at 2025 E. Lincoln St.

LEGAL DESCRIPTION: Exhibit A

Tract 1:

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Public Notices

of Bachenheimer Subdivision, extended.

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Public Notices

ber 16, 2000 as Document No. 2000R25926.

All in McLean County, Illinois.
PIN: 21-11-301-014

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph:
January 3, 2017



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

December 29, 2016

Dear Property Owner or Resident:

The Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, January 18, 2017 at 4:00 p.m. in the City Hall City Council Chambers, 109 E. Olive St., Bloomington, Illinois, for a petition submitted by Westminster Village Inc. for the approval a special use permit for the property located at 2025 E. Lincoln Street at which time all interested persons may present their views upon such matters pertaining thereto.

REQUEST

The petitioner is requesting a special use permit to allow for the expansion of a senior living facility, known as Westminster Village Inc., in the R-3B District.

The petitioner or his/her Counsel/Agent must attend the meeting. A legal description of the subject property is attached to this letter.

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon matters pertaining to the requested special use during the public hearing. Communications in writing in relation thereto may be filed with the Department of Community Development, or at such hearing. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may email me at ksimpson@cityblm.org or call me at (309) 434-2226.

Sincerely,

Katie Simpson
City Planner

Attachments:

Legal description of the subject property
Map of notified properties within 500 ft of subject property

DESCRIPTION OF PROPERTY**Tract 1:**

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Commencing at the intersection of the West Line of said Southwest 1/4 Section 11, and the North Line of U.S. Route 66, thence Northeasterly along the said North Right of Way Line of U.S. Route 66, 250 feet, thence North 180 feet, thence West 220 feet to a point on the East Right of Way Line of Mercer Avenue, thence South 250 feet to the point of beginning.

Exception No. 8:

Commencing at the Northwest Corner of the Southwest Quarter of Section 11, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois; thence South 56 feet along the West Line of said Section 11; thence Easterly 1942.94 feet parallel to the North Line of said Southwest Quarter Section to the Point of Beginning; thence Easterly 13.02 feet parallel to said North Line of said Southwest Quarter Section; thence Southeasterly to a point on the West Right of Way Line of Route F.A. 5, which is 65.76 feet Southerly from and at right angles to said North Line of said Southwest Quarter Section; thence Southwesterly along said West right of way line of Route F.A. 5 a distance of 10 feet; thence Northwesterly a distance of 50 feet to the Point of Beginning.

Exception No. 9:

That part conveyed to the City of Bloomington by Warranty Deed recorded April 16, 1982 as Document No. 82-3063.

Exception No. 10:

Lot 1 in First Federal Subdivision to the City of Bloomington, according to the Plat thereof recorded August 18, 1994 as Document No. 94-22315, in McLean County, Illinois.

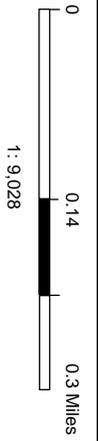
Exception 11:

That part conveyed to the People of the State of Illinois, Department of Transportation, by Warranty Deed recorded October 16, 2000 as Document No. 2000R25926.

All in McLean County, Illinois.

PIN: 21-11-301-014

PUBLIC HEARING FOR A SPECIAL USE PERMIT TO EXPAND A SENIOR LIVING FACILITY IN THE R-3B DISTRICT



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Printed: 12/29/2016 10:17:43 AM

Notes

MCLEAN COUNTY LAND TRUST
% BEN MAU 1 LATEER DR
NORMAL IL 617613925

LIVING TR CRUZ
% HAROLD HOEFERLE 912 N LINDEN ST
BLOOMINGTON IL 617013353

HIGHLAND PARK CVS LLC
%CVS CAREMARK CORP % PROP MGT 1
CVS DR

STATE FARM MUTUAL AUTO INS
1 STATE FARM PLAZA
BLOOMINGTON IL 61701

CENTRAL ILLINOIS NEUROSCIENCE
FUND INC
1015 S MERCER AVE
BLOOMINGTON IL 617017107

WOONSOCKET RI 02895
RONALD G KOLLOFF
1101 S MERCER AVE
BLOOMINGTON IL 617017109

MARK D WITT
1102 Rosalie St
Bloomington IL 617017120

WILLIAM & MEGAN OWENS
1103 ROSALIE ST
BLOOMINGTON IL 617017119

JOHN P PENN
1104 ROSALIE ST
BLOOMINGTON IL 617017120

JAMES E GOODMAN SR
1104 SIDNEY ST
BLOOMINGTON IL 617017122

STEVEN BURTON
1105 ROSALIE ST
BLOOMINGTON IL 617017119

KYLE GREEN
1106 ROSALIE ST
BLOOMINGTON IL 617017120

HAROLD FOWLER M/M
1106 SIDNEY ST
BLOOMINGTON IL 617017122

DIANA & MATTHEW MATIGIAN
1143 N KENILWORTH AVE
OAK PARK IL 603021215

JEFFREY D WILSON
1201 S MERCER AVE
BLOOMINGTON IL 617017111

GERALD W MILLER
1203 S MERCER
BLOOMINGTON IL 61701

ROSEMARY T KELLEY
1205 S MERCER AVE
BLOOMINGTON IL 617017111

ROGER MONKE
1214 TOWANDA AVE 2ND FL
BLOOMINGTON IL 617013483

RANDY BUTTS
1219 E EMERSON ST
BLOOMINGTON IL 617012007

HELEN W PETRY
1225 HAVENDALE BLVD NW APT 130
WINTER HAVEN FL 338811303

EUGENE D MARTIN
16 DERBY WAY
BLOOMINGTON IL 617042820

%LAWRENCE B IRWIN MNG GEN
PRTNR APARTMENT INVESTORS XVI LP
1628 W COLONIAL PKWY
INVERNESS IL 600671226

% LAWRENCE B IRWIN MG GEN PRTNR
APARTMENT INVESTORS XVI LP
1628 W COLONIAL PKWY
INVERNESS IL 600671226

%LAWRENCE B IRWIN MNG GEN
PRTNR APARTMENT INVESTORS XVI LP
1628 W COLONIAL PKWY
INVERNESS IL 600671226

FRED & NANCY ESKEN
1904 HERBERT
BLOOMINGTON IL 61701

SUSAN K REESER
1905 HERBERT ST
BLOOMINGTON IL 617017101

JERRY FUNK
1906 MARZEL DR
BLOOMINGTON IL 617017144

BEVERLY EDGERTON
1907 HERBERT
BLOOMINGTON IL 61701

DONALD E PARKER
1908 HERBERT ST
BLOOMINGTON IL 617017102

CLARA L & JAMES L MOORE
1908 MARZEL DR
BLOOMINGTON IL 617017144

DENNIS A ABBOTT
1909 MARZEL DR
BLOOMINGTON IL 617017105

RONALD A BURK
1910 HERBERT ST
BLOOMINGTON IL 617017102

STACY PAUL
1911 MARZEL DR
BLOOMINGTON IL 617017105

MADELINE & LUCAS ROGERS BUTTITTA
1912 Herbert St
Bloomington IL 617017102

JEANNE K ALEXANDER
1913 MARZEL DR
BLOOMINGTON IL 617017105

RICHARD JAMES BLAIR M/M
2001 BENJAMIN LN
BLOOMINGTON IL 617015905

SALLY S HOFFMAN
2003 Kemmer Ln
Bloomington IL 617015804

MICHAEL & LAURA FREYMAN
2005 BENJAMIN LN
BLOOMINGTON IL 617015905

NORMAN L WINGLER
2007 BENJAMIN LN
BLOOMINGTON IL 617015905

MICHAEL BALLAGH
2008 BENJAMIN LN
BLOOMINGTON IL 617015984

SAM & NITAYA KNECHT
2009 BENJAMIN LN
BLOOMINGTON IL 617015905

VILLAGE WESTMINSTER
2025 E LINCOLN ST
BLOOMINGTON IL 617015995

BETTY A VANDEGRAFT
2101 BENJAMIN LN
BLOOMINGTON IL 617015916

PAULA J PORTER
2102 Benjamin Ln
Bloomington IL 617015917

CHARLES D NOBLES, TRUSTEE
2103 Benjamin Ln
Bloomington IL 617015916

RICHARD D IZZI
2104 BENJAMIN LN
BLOOMINGTON IL 61701

CORY SPERA
2106 BENJAMIN
BLOOMINGTON IL 61701

DARWIN STEIDINGER
2213 BENJAMIN LN
BLOOMINGTON IL 61701

DARWIN STEIDINGER
2218 E LINCOLN ST
BLOOMINGTON IL 617015910

AMERICAN APARTMENTS DEV LLC
2309 E EMPIRE ST STE 600
BLOOMINGTON IL 617048636

RALPH A ENDRESS
311 S MAIN ST
NORMAL IL 617615821

ANGLERSBLOOM LP
666 DUNDEE RD STE 1102
NORTHBROOK IL 600622735

HOLY TRINITY CHURCH
704 N MAIN ST
BLOOMINGTON IL 61701

HOLY TRINITY CHURCH
704 N MAIN ST
BLOOMINGTON IL 61701

ATTN: HAROLD JENKINS TRI-JEN, INC.
7211 N KNOXVILLE AVE
PEORIA IL 616142077

KENT TAULBEE
8 Ridgemont Rd
Normal IL 617613970

DONALD & VICKY MELFORD
908 SNYDER DR
BLOOMINGTON IL 61701

FOUR SEASONS CHURCH OF CHRIST
909 FOUR SEASONS RD
BLOOMINGTON IL 61701

ERICA LARKIN
909 SNYDER DR
BLOOMINGTON IL 617015822

ANNE FLEER
910 S MERCER
BLOOMINGTON IL 61701

FRED J THOMAS
910 SNYDER DR
BLOOMINGTON IL 617015823

CARROLL J MC CORMICK
913 REINTHALER RD
BLOOMINGTON IL 617015816

SARA KNIGHT
914 S MERCER AVE
BLOOMINGTON IL 61701

LAIRD & NANCY MACDONALD
916 MAYFLOWER
BLOOMINGTON IL 61701

LINDA S LUSH
918 HASTINGS DR
BLOOMINGTON IL 617017130

GREG A & SUSAN E ANVICK
911 S MERCER AVE
BLOOMINGTON IL 617017132

CHRISTOPHER D & COURTNEY A
PARMLEY
914 HASTINGS DR
BLOOMINGTON IL 617017130

KAREN J KINDIG
915 MAYFLOWER AVE
BLOOMINGTON IL 617015924

JAMES A & SANDRA L GOTTSCHALK
916 PARMON RD
BLOOMINGTON IL 617015809

BUSEY BANK VETERANS
ATTN: ACCOUNTS PAYABLE PO BOX
17430
URBANA IL 618037430

% APT MART PARMON HOUSE
PARTNERS
912 N LINDEN ST
BLOOMINGTON IL 617013353

STEWART J & EDYTHE A WALTNER
914 PARMON RD
BLOOMINGTON IL 61701

HAROLD E & WANDA G GRAY
915 S MERCER AVE
BLOOMINGTON IL 617017132

ARI CRANE
917 S MERCER AVE
BLOOMINGTON IL 617017132

**CITY OF BLOOMINGTON
REPORT FOR THE BOARD OF ZONING APPEALS
JANUARY 18, 2017**

CASE NUMBER	SUBJECT:	TYPE	SUBMITTED BY:
SP-01-17	Westminster Village; 2025 E Lincoln Street	Special use for adult living facility in the R-3B district	Katie Simpson, City Planner

REQUEST

The petitioner desires to expand an existing adult living facility located in the R-3B district. An adult living facility requires a special use permit in this district and under Chapter 44, Section 10 of the City Code any time a special use is expanded, a new special use permit is required.

NOTICE

The application has been filed in conformance with applicable procedural and public notice was published in *The Pantagraph* on January 3, 2017.

GENERAL INFORMATION

Owner and Applicant: Westminster Village Inc.

LEGAL DESCRIPTION

See Exhibit A attached to this report

PROPERTY INFORMATION

Existing Zoning: R-3B, high density multifamily residential district
 Existing Land Use: adult living facility
 Property Size: approximately 44.16 acres (1,928,774 square feet)
 PIN: 21-11-301-014

Surrounding Zoning and Land Uses

Zoning

North: R-3A & R-3B, Multifamily Residential
 South: B-1, Highway Business District
 East: B-1, Highway Business District
 West: S-2, Public Lands and Institutions
 West: C-1, Office District
 West: R-3A, Multifamily Residential

Land Uses

North: duplexes, apartments
 South: retail, banks, hotel/condos
 East: offices
 West: school
 West: offices/medical
 West: apartments

Analysis

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Application for a special use
2. Site Plan
3. Aerial photographs
4. Site visit

PROJECT DESCRIPTION

The subject site is commonly known as Westminster Village Adult Living Facility, located at 2025 E. Lincoln Street. Westminster Village has existed at this site since its construction in 1977. The site is zoned R-3B, high density multifamily residential district. The R-3B district contemplates multifamily dwellings and mid-rise structures. It allows for densities up to seventy (70) dwelling units per acre and some less intense commercial uses and alternative residential accommodations with a special use permit. A special use is required to allow an adult living facility in this district. Westminster Village currently has a special use permit (Ord. 2010-12) which was approved in 2010 to allow additions/alteration to their building.

The petitioner desires to improve the property over the next decade by making the following additions: hybrid homes and a country club, remodeling the main entry way, adding a memory care facility, adding additional assisted living, and making additions to the Martin Health Center. Two future curb cuts will be added, one on Mercer Ave and one on E. Lincoln Street. The new entryway will take access on Mercer Ave. As per section 44.10 of the City's Zoning Ordinance, a new special use permit is required for the expansion.

Link to the Comprehensive Plan:

The future land use map in the City of Bloomington Comprehensive Plan 2035 identifies this area as “special residential activities” and the proposed expansion aligns with the goals of “creating a lifelong community by fostering housing stock that meets the needs of residents of all ages and abilities (H-1.3)”

Action by the Board of Zoning Appeals.

For each special use application the Zoning Board of 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 Zoning Board of 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 property is approximately 44.16 acres and the proposed expansion complies with city code. The additions complement the existing adult living facility and will not be detrimental to surrounding property owners. The proposed additions are compatible with the vision in the comprehensive plan and surrounding uses. The petitioner has already taken precautions to ensure the environmental impacts of the development are low, including accommodations for storm water detention and incorporating sustainable technologies such as geothermal. The standard is met.
- 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 property has existed as an adult living facility for many years. It is surrounded by multifamily residential and business uses. The proposed expansion is compatible with the neighboring uses and the petitioner is

expected to comply with city requirements for detention, parking, etc. Staff does not anticipate any impairment of the neighboring uses due to this special use permit. The standard is met.

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 R-3B zoning district allows for adult living facilities with a special use permit and Westminster Village has existed as an adult living facility for decades. The proposed improvements are secondary to the residential use of the property. The proposed density is compatible with the zoning district and surrounding uses. Additionally Westminster Village serves as a buffer between the lower density residential districts to the north and the business district and state route to the south. The standard is met.
4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** the property exists as an adult living facility and has adequate facilities, utilities and access. Parking and drainage will be provided for the new additions. The standard is met.
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;** two new ingress/egress access points are shown on the site plan, one on Mercer Ave and one on E. Lincoln Street. The proposed curb cuts are located far enough away from any existing intersections but require approval from the Engineering department before being constructed. The new and primary entrance will be on Mercer Ave. The standard is met.
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)** The property meets the bulk requirements of the R-3B district and the additional requirements for the special use permit as described in 44.10-4. The standard is met.

STAFF RECOMMENDATION:

Staff finds that the petition has met the Zoning Ordinance's standards required to allow a special use. Staff recommends **approval** of the requested **special use** for an expansion of a Senior Living Facility known as Westminster Village in the R-3B district for the property located at 2025 E. Lincoln Street, case SP-01-17

Respectfully submitted,

Katie Simpson, City Planner

Attachments:

- Draft Ordinance

Agenda Item A

- Exhibit A-Legal Description
- Petition
- Site Plan
- Aerial Photos
- Zoning Map
- Neighborhood Notice Map and List of Addresses Notified

**DRAFT MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
Wednesday, January 18, 2017, 4:00 P.M.
Council Chambers, City Hall
109 East Olive Street, Bloomington, Illinois**

Members present: Chairman Briggs, Mr. Brown, Mr. Bullington, Mr. Kearney, and Mr. Simeone

Members absent: Mr. Butts, Ms. Meek

Also present: Mr. George Boyle, Assistant Corporation Counsel
Ms. Katie Simpson, City Planner
Tom Dabareiner, Community Development Director
Kevin Kothe, City Engineer

At 4:04PM, Mr. Dabareiner called the roll. With five members in attendance, a quorum was present.

PUBLIC COMMENT None

The Board reviewed the minutes from December 21, 2016. A motion to approve the minutes as amended was made by Mr. Bullington; seconded by Mr. Simeone. The minutes were **approved** by a 5-0 voice vote.

Mr. Dabareiner confirmed all items were properly published. Chairman Briggs explained the meeting procedures.

Z-02-17 Consideration, review and approval of the petition for a variance submitted by Suzie McGuire for the property located at 3907 Rave Road to allow a rear yard setback of 14 feet in the R-1C district

Taking the cases out of order, Chairman Briggs introduced Ms. Simpson who explained that the petitioner requested that this case be carried over to February. Mr. Bullington made a motion to lay over the case to February; seconded by Mr. Brown. The layover was **approved** unanimously by voice vote.

Mr. Boyle, Mr. Dabareiner and Ms. Simpson introduced themselves at the request of Chairman Briggs.

SP-01-17 Consideration, review and approval of a special use petition submitted by the Westminster Village Inc to allow for the expansion of a Senior Living Facility known as Westminster Village in the R-3B district for the property located at 2025 E. Lincoln Street.

Chairman Briggs introduced the case. Barbara Nathan, CEO for Westminster Village, 22 Downing Circle, was sworn in. Ms. Nathan stated that Westminster Village is a retirement

community operating for 38 years. She stated they intend to construct an expansion in three phases. She stated the independent living would be expanded and moved towards Mercer Avenue, along with a new entrance from Mercer Avenue to serve this activity; the open space for the Village would be moved and expanded; and, a two story addition to the skilled cared facility would be added. She stated that a final phase would include a new assisted living building and memory support wing. Phase Three would be a new independent living building in a condo style, along with a club house. She stated this may become part of Phase Two.

Ms. Simpson provided the staff report and recommend in favor of the Special Use. She noted a Special Use was awarded when the facility was first built but any expansion of this degree requires consideration for another Special Use. She showed an aerial of the location and described the site, also noting the surrounding uses. She stated it is correctly zoned. She reviewed the standards for approval of a Special Use and recommended in favor.

Chairman Briggs asked about the phased approach over a ten year timeframe and whether each phase would need to return for approval by the ZBA. Mr. Dabareiner stated that upon approval, the phasing can continue to its end unless there is a significant change in the plan.

Mr. Simeone asked about entrances and if they would be added in the beginning. Ms. Nathan stated the new entrances would be added in Phase One.

There was general discussion about the State of Illinois approval process for these facilities.

The Special Use was **approved** unanimously with the following votes recorded: Mr. Brown—yes; Mr. Bullington—yes; Mr. Kearney—yes; Mr. Simeone—yes; Chairman Briggs—yes.

REGULAR AGENDA

 CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: February 27, 2017

SUBJECT: Future collaboration on regional economic development between the City of Bloomington and Town of Normal and dissolution of the Metro Zone.

RECOMMENDATION/MOTION: That the resolution calling for a new process of joint collaboration between the City of Bloomington and Town of Normal on regional economic development and dissolving the Metro Zone, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Over 30 years ago, the City and Town entered into an intergovernmental agreement designating the portion of the 1984 Enterprise Zone west of Interstates 55 and 74 as the “Metro Zone” for the purpose of attracting and supporting economic development within the boundaries of that defined area, including an automotive plant (i.e., Mitsubishi). The Metro Zone, through the Metro Zone Master Agreement, approved in January 1986, and subsequent related agreements or amendments, provided for the sharing of expenses for installing infrastructure and providing services to the area. To pay for the infrastructure investments and shared services in the Metro Zone, the parties also agreed to share various specified revenues generated from within the Metro Zone.



The aggregate shared municipal tax revenues generated from within the Metro Zone have far exceeded, by over \$18,000,000, the expenses incurred by both the City and the Town for the installation of public infrastructure and provision of services. Further, because of where the majority of economic development has occurred within the Metro Zone, for the past several years the City has had to pay the Town approximately \$1,000,000 per year under the Metro Zone agreements.

Over the course of the last few years, City and Town officials have discussed issues and concerns related to the Metro Zone, including specifically the City's concern with its equity. Last fall, Bloomington Alderman David Sage initiated a request for the City's formal review of the Metro Zone agreement and the City's continued participation. Since that time, there have been numerous meetings between representatives from the Town and City wherein the City's concerns have been discussed with an attempt to arrive at a joint resolution to dissolve the Metro Zone. In sum, the Town would like to know what is going to replace the Metro Zone Agreement before dissolving it and the City believes dissolution is needed first before a substantive conversation can be held on what comes next. Although a joint resolution was not agreed upon, the City remains committed to continuing to partner with Normal on regional economic development initiatives, including specifically under the framework established by the BN Advantage.

In general, the City simply does not see the Metro Zone to be equitable or an effective economic development tool to promote new commercial and/or industrial development within the Metro Zone area. Accordingly, the City believes a new partnership is needed with the Town to effectively promote mutually beneficial regional economic development initiatives in the Bloomington-Normal area.

Beginning in 2014, the City utilized Kathi Field-Orr as special counsel to review the Metro Zone agreements. As part of that review, it was determined that the Metro Zone Master Agreement did not define a termination date and it is therefore subject to termination by either party at any time pursuant to Illinois law. Instead, the Metro Zone Master Agreement provides in Section 8 that "This agreement shall be binding on the parties hereto until canceled or as revised by agreement of both City and Town" (emphasis added). Assuming this language is interpreted to mean that the agreement will continue until canceled by mutual consent, such provisions, according to Illinois case law, do not provide a specific objective event upon which the agreement would terminate and therefore may be terminated at will.

City officials do not believe the Metro Zone was ever meant to be perpetual and such would not be favored by law. The City provided notice to the Town of the City's intention to terminate the Metro Zone agreement in November 2016 and the City will make payments through December 31, 2016, per the agreement of the parties.

As part of the City's commitment to joint collaboration with the Town, the proposed Resolution also directs the City Manager to invite the Normal Town Council to participate in a joint meeting with Bloomington City Council to discuss mutually beneficial regional economic development initiatives.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Chamber of Commerce; Bloomington-Normal Economic Development Council; Town of Normal

FINANCIAL IMPACT: Currently the City is budgeting over \$1,000,000 per year in net payments to the Town of Normal. With the dissolution of the Metro Zone, these payments will cease in 2017, once the calendar 2016 accounting is completed.

NUMBER OF REQUIRED VOTES TO APPROVE ITEM: 5

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Economic Development review by: Austin Grammer, Economic Development Coordinator

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution Calling for a New Process of Joint Collaboration Between the City of Bloomington and the Town of Normal on Regional Economic Development and Dissolving the Metro Zone
- Council Member Request for Consideration Form
- 1986 Master Agreement
- Bloomington Metro Zone Information & Vision Statement
- Town of Normal's Metro Zone Payment Summary
- Map of the Metro Zone

RESOLUTION NO. 2017-____

**A RESOLUTION CALLING FOR A NEW PROCESS OF JOINT COLLABORATION
BETWEEN THE CITY OF BLOOMINGTON AND THE TOWN OF NORMAL
ON REGIONAL ECONOMIC DEVELOPMENT AND
DISSOLVING THE METRO ZONE**

WHEREAS, the City of Bloomington (the “City”) and Town of Normal (the “Town”) collaborate on many issues and matters of joint mutual interest for the benefit of both communities and the greater Bloomington-Normal region; and

WHEREAS, over 30 years ago, in January 1986, the City and the Town entered into an intergovernmental agreement designating the portion of the 1984 Enterprise Zone west of Interstates 55 and 74 as the “Metro Zone” for the purpose of attracting and supporting economic development within the boundaries of that defined area, including the development of an automotive assembly facility by Diamond-Star Motors / Chrysler / Mitsubishi Motors; and

WHEREAS, the Metro Zone, through the January 1986 Metro Zone Master Agreement and subsequent related agreements or amendments, provided for the sharing of expenses for installing infrastructure and providing services to the area; and

WHEREAS, to pay for the infrastructure investments and shared services in the Metro Zone, the parties also agreed to share various specified revenues generated from within the Metro Zone; and

WHEREAS, the aggregate shared municipal tax revenue generated from within the Metro Zone have far exceeded, by over \$18,000,000, the expenses incurred by both the City and the Town for the installation of public infrastructure and provision of services; and

WHEREAS, the infrastructure costs invested by the two communities in the Metro Zone related to the automotive assembly facility were recovered by March 31, 1996, over twenty years ago; and

WHEREAS, since the initiation of the Metro Zone over 30 years ago, there have been numerous micro and macroeconomic and geopolitical developments which could not have been foreseen by the then leaders of the City and the Town who developed the Metro Zone agreements, including the development of a USDA designated Food Desert covering the western portion of Bloomington, continued high unemployment in the western portion of Bloomington, limited development in certain portions of the Metro Zone area, the dissolution of the 1984 Enterprise Zone, and the closing of the automotive assembly facility which led to the loss of over 1,200 jobs; and

WHEREAS, the City Council finds that the Metro Zone Master Agreement and all subsequent Metro Zone agreements are outdated, no longer legally binding, and that a modern

and renewed communitywide collaboration with the Town is needed in order to advance the economic development efforts of the McLean County region; and

WHEREAS, the corporate authorities of the City no longer find the Metro Zone to be an effective economic development tool to promote new commercial and/or industrial development within the Metro Zone and that a new partnership is needed with the Town to effectively promote regional economic development initiatives of the Bloomington-Normal area; and

WHEREAS, the operation and accounting of the Metro Zone is both convoluted and cumbersome, and in today's environment, joint services and intergovernmental cooperation can be handled by more effective, efficient, transparent and accountable means; and

WHEREAS, despite the historic nature of the Metro Zone, the agreements contained no fixed duration and an agreement without a defined term is subject by law to termination at any time by any party to the agreement; and

WHEREAS, the City previously provided notice to the Town of the City's intention to terminate the Metro Zone agreement and the City is agreeable to making payments through December 31, 2016, but not beyond this date; and

WHEREAS, while the City Council finds it to be in the best interest of the community to continue to partner with the Town on the provision of joint services and cooperation, including joint economic development initiatives, the City Council no longer supports the continuation of the Metro Zone and declares that the agreement is terminated effective December 31, 2016; and

WHEREAS, even with the City's termination of the Metro Zone, the Town is left in a significantly improved position from 30 years ago as infrastructure is now in place for its portion of the Metro Zone making it ripe for further development (this includes not only road improvements but also significant water system additions like underground water mains, pump stations, and ancillary equipment) the financial investment in that infrastructure was recovered over 20 years ago and the Town enjoyed shared revenues to the benefit of over \$7,000,000; and

WHEREAS, even though the Town's financial and development position has been improved by the City's participation in the Metro Zone for the last 30 years, the City understands the Town's desire to replace the Metro Zone agreement with new mutually beneficial regional economic development initiatives and the City is committed to working with the Town to develop those initiatives; and

WHEREAS, the City Council desires to call a special meeting with the Town Council to discuss ideas for new regional economic development initiatives, as well for both the City Council and the Town Council to meet as a joint body on a routine basis to discuss avenues of collaboration.

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

Section 1. The above recitals are incorporated into this Section 1 as if fully stated herein.

Section 2. The City Council hereby terminates the Metro Zone Master Agreement and all subsequent Metro Zone agreements. No further appropriations shall be made for obligations under those agreements, except that the City shall make payment for any liabilities for shared revenues through December 31, 2016.

Section 3. The City Council hereby directs the City Manager not to budget any future monies to be collected or expended by the City in relation to the Metro Zone Master Agreement and all subsequent Metro Zone agreements.

Section 4. The City Manager is hereby directed to initiate discussions with the City Manager of the Town on how the City and Town can collaborate and develop new intergovernmental agreements, if necessary, to continue servicing and promoting the economic development of the two communities.

Section 5. The City Manager is hereby directed to invite the Mayor of the Town of Normal and the Town Council to participate in a joint meeting with the Mayor of the City of Bloomington and the City Council to discuss mutually beneficial regional economic development initiatives under the framework established by the BN Advantage initiative; and

Section 6. The City Council remains committed to partnering with the Town Council on other intergovernmental ventures, including providing shared services for the mutual benefit of both communities, as well as participation in and support of the BN Advantage Strategic Plan.

Section 7. In the event a court of competent jurisdiction finds this resolution or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this resolution and the application thereof to the greatest extent permitted by law.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the City prior to the effective date of this resolution.

Section 9. This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this _____ day of February, 2017

APPROVED this _____ day of February, 2017

APPROVED

Mayor

ATTEST:

City Clerk

DRAFT

Submitted 8/18/16

CITY OF BLOOMINGTON
COUNCIL MEMBER REQUEST FOR CONSIDERATION

I. TO BE COMPLETED BY ALDERMAN

1. Name of alderman making the proposal: David Sage

2. Topic summary (attach additional information and documentation to this form:

Review the current Metrozone agreement with the Town of Normal, and determine continued COB participation.

3. Alderman's priority level: LOW MEDIUM HIGH

II. TO BE COMPLETED BY STAFF

1. Aldermen supporting consideration of this topic (3 additional minimum):

Karen Schmidt, Joni Painter, Mboka Mwilambwe, Kevin Lower

2. City Manager review (staff & financial resources required to implement; impact on City priorities, etc.):

3. Recommendation for further action on _____ at the following meeting type:

- | | |
|--|---|
| <input type="checkbox"/> Committee of the Whole | <input type="checkbox"/> Work Session |
| <input type="checkbox"/> Council Consent Agenda | <input type="checkbox"/> City Board or Commission |
| <input type="checkbox"/> Council Regular Agenda | <input type="checkbox"/> City Staff Review & Comment |

Proposed agenda items shall be submitted to the City Manager's Office using the Agenda Item Request Form at least 15 days in advance of the next regularly scheduled Council session if quick action is desired. Due to the substantial number of requested items and City projects, it may not be possible for requested items to appear on the next agenda.

METRO-ZONE MASTER AGREEMENT

WHEREAS, the Town of Normal, Illinois, a Municipal Corporation (hereafter Town) and the City of Bloomington, Illinois, a Municipal Corporation (hereafter City) as home rule units of local government are authorized by Article 7, Section 6, of the 1970 Constitution of the State of Illinois to exercise any power and perform any function pertaining to their government and affairs; and

WHEREAS, the attraction of commercial and industrial enterprises to the community by providing necessary facilities and inducements for them to locate in the Bloomington-Normal area is a matter pertaining to the government and affairs of the City and the Town; and

WHEREAS, the Town and City are authorized by Article 7, Section 10, of the 1970 Constitution to contract or otherwise associate among themselves to exercise jointly any power or powers, privileges, or authority exercised or which may be exercised by said municipality individually in any manner not prohibited by law; and

WHEREAS, the Town and City desire to contract and associate for the purpose of providing orderly and planned growth and development of an area designated as an Enterprise Zone, which purpose includes, but is not limited to providing for the following as needed:

1. Annexation of land;
2. Acquisition of land;
3. Construction and availability of infrastructure improvements, including but not limited to sanitary sewer, storm sewer, water and roads;
4. Delivery of general municipal services, including but not limited to police protection, fire protection, public infrastructure maintenance, sanitation services, and other health and safety protections and services;
5. Payment for general municipal services and infrastructure improvements;
6. Apportionment of revenue generated from all and any taxes, licenses, fees, or use charges for activities within the Enterprise Zone; and

WHEREAS, it is in the best interests of both municipalities to enter into this Intergovernmental Agreement;

NOW, THEREFORE, BE IT AGREED by and between the Town of Normal and City of Bloomington as follows:

SECTION 1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings given in this Section:

(a) Enterprise Zone. All of that area located partially within the Town of Normal, City of Bloomington, and unincorporated McLean

County, which area was or may be designated as an Enterprise Zone pursuant to the following documents:

1. Ordinance No. 3364, passed and approved by the Town of Normal on December 17, 1984, as amended from time to time;
2. Ordinance No. 1984-131, passed and approved by the City of Bloomington on December 26, 1984, as amended from time to time;
3. An ordinance passed and approved by the County of McLean on December 18, 1984, as amended from time to time;

Boundaries of the Enterprise Zone in existence as of the date of this Agreement are described in Appendix A attached hereto and incorporated herein by reference. (On file in Clerk's Office)

(b) I-74/55. Federal Interstate Highway Route 74 and Federal Interstate Highway Route 55, as both are presently located on the west side of Town and City, running generally in a north-south direction.

(c) Metro-Zone. That part of the Enterprise Zone located west of I-74/55.

(d) Infrastructure Improvements. Any and all public improvements to property, including but not limited to streets, sidewalks, sanitary sewers, storm sewers, watermains, improved drainage ways, bridges, railroad crossings, utility poles, and other structures, fixtures or land appurtenances which are or are intended to be dedicated to Town or City and the public generally.

SECTION 2. ANNEXATION.

(a) The City and Town may continue to annex property as permitted by statute. However, all petitions for annexation of property within the Metro-Zone shall be submitted to the other community for review and comment prior to approval.

(b) City or Town shall not cause the involuntary annexation of property within the Metro-Zone until the other community has had an opportunity to review and comment prior to approval.

SECTION 3. REVENUE.

Municipal revenue, other than water use charges necessary to pay the actual cost of providing treated water, hotel/motel tax, and revenue from sale of property identified in Exhibit B, generated from property located within or activities conducted within the Metro-Zone, be it revenue from property tax, utility tax, sales and use tax, income tax, or any other tax, license fee, user charge, or revenue generated in any form and paid to a municipality, and whether or not such tax or other revenue is now levied or generated or hereafter levied or generated, shall be shared between the parties on an equal basis unless otherwise provided.

SECTION 4. INFRASTRUCTURE IMPROVEMENTS.

(a) Unless otherwise agreed, regardless of which municipality provides water, sewer or other infrastructure improvements within the Metro-Zone, the cost of such improvements, whether such improvements were made prior to or subsequent to execution of this Agreement, shall be shared equally between the parties. In determining the cost of such infrastructure improvements, the cost of such improvements attributable to areas outside the Metro-Zone shall not be subject to cost sharing under this Section.

(b) Payment for a municipality's share of infrastructure improvements may be made as follows:

- (1) By way of an offset against infrastructure improvement costs incurred by the other municipality; or
- (2) By an allocation of Metro-Zone revenue other than as provided in Section 3 above; or
- (3) By cash payment; or
- (4) By any other manner agreed between the parties.

(c) No infrastructure improvement shall be eligible for cost sharing as provided herein absent approval of the infrastructure improvement by Town and City.

SECTION 5. LAND ACQUISITION.

The cost incurred by a municipality in acquiring property within the Metro-Zone, whether acquired before or after execution of this Agreement, shall be shared equally between the parties, except the cost incurred in acquiring property identified in Exhibit B shall be shared only if the land right down pursuant to the ordinances establishing the Enterprise Zone is 100% of the fair market value of such property. No land acquisition shall be eligible for cost sharing as provided herein absent approval of the land acquisition by the Town and the City. Payment of the municipalities' share of land acquisition costs shall be made in any manner provided in Section 4(b) above.

SECTION 6. SERVICES.

The cost of providing municipal services within the Metro-Zone shall be shared as set forth in separate Agreements.

SECTION 7. LIABILITY.

Town and City agree to share equally in the payment of any and all judgments against the other in favor of third parties for liability imposed as a result of Metro-Zone Activities. As used herein, Metro-Zone Activities includes the delivery of general municipal services within the Metro-Zone and any active or passive negligence of either party in implementing the terms of this Metro-Zone Master Agreement or any Agreement executed as a result of said Master Agreement. Neither party shall have any obligation or responsibility to share in the payment of any judgment against the other to the extent such judgment is based on acts of malice, intentional torts or flagrant disregard of civil rights.

SECTION 8. DURATION.

This Agreement shall be binding on the parties hereto until cancelled or as revised by agreement of both City and Town.

EXECUTED this 27th day of January, 1986.

TOWN OF NORMAL,
A Municipal Corporation

BY: Paul Harmon
President, Board of Trustees

ATTEST:

Marianne Edwards
Town Clerk

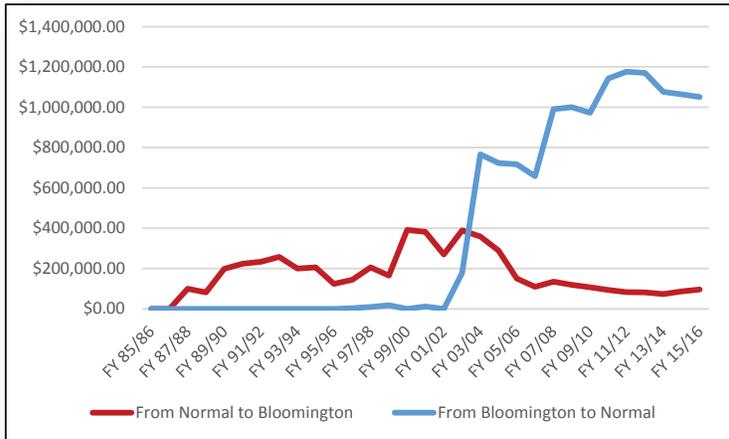
CITY OF BLOOMINGTON,
A Municipal Corporation

BY: Jesse R. Smart
Mayor

ATTEST:

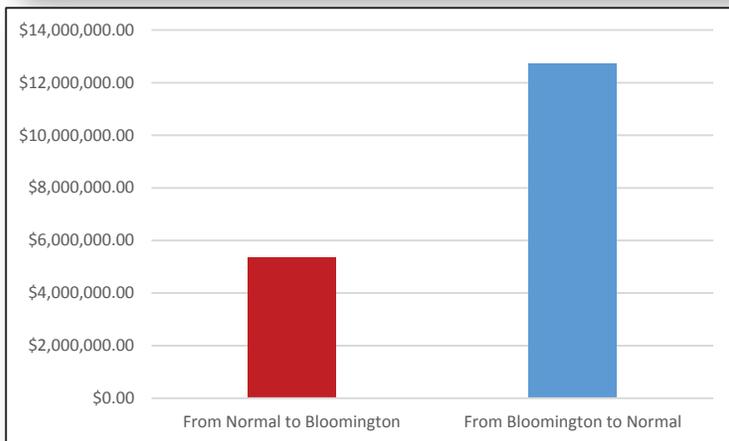
Sandra Cordero
City Clerk

Bloomington-Normal Metro Zone



“Normal Finance Director Ron Hill reported that the Metro-Zone recovered its entire capital investment before March 31, 1996 – less than the 10 years projected.”

-Former Normal City Manager Dave Anderson, The Pantagraph, March 30, 2003



- Capital investments recouped 20 years ago
- Bloomington paid \$7,000,000+ more in tax money to the Town than vice versa
- Currently Bloomington is paying Normal approximately \$1,000,000 per year
- Bloomington gave 70%+ of the total revenue shared
- Trajectory projects increased inequity

New Vision

After 30 years, a new vision is needed for the “Metro Zone” area. As the investments from each community were recouped over 20 years ago, each community should be responsible for and encouraged to further develop the property within its own municipal boundaries.

Taxpayer Protection

Both municipalities must ensure taxpayers are protected. The Metro Zone had no auditing or other accountability measures, master plan, or marketing strategy. Growth has been slow in areas, and there is no equity in the existing system. Absent an end to the agreement, these inequities will only continue to increase and development may never reach its full potential.

Next Steps

Bloomington understands the importance of being a strong regional partner and collaborates with Normal in many ways. While the two communities will remain partners on countless other endeavors, the Metro Zone has simply outlived its usefulness. Although ending the Metro Zone, Bloomington remains committed to working with Normal on joint efforts.

Metro Zone Payments

Fiscal Year	From Normal to Bloomington	Accumulated Total	From Bloomington to Normal	Accumulated Total
FY 85/86	\$0.00	\$0.00	\$0.00	\$0.00
FY 86/87	\$0.00	\$0.00	\$0.00	\$0.00
FY 87/88	\$99,742.67	\$99,742.67	\$0.00	\$0.00
FY 88/89	\$81,115.86	\$180,858.53	\$0.00	\$0.00
FY 89/90	\$198,267.54	\$379,126.07	\$0.00	\$0.00
FY 90/91	\$223,545.33	\$602,671.40	\$0.00	\$0.00
FY 91/92	\$233,781.64	\$836,453.04	\$0.00	\$0.00
FY 92/93	\$257,944.25	\$1,094,397.29	\$0.00	\$0.00
FY 93/94	\$199,987.15	\$1,294,384.44	\$0.00	\$0.00
FY 94/95	\$205,836.24	\$1,500,220.68	\$0.00	\$0.00
FY 95/96	\$123,398.60	\$1,623,619.28	\$0.00	\$0.00
FY 96/97	\$144,060.74	\$1,767,680.02	\$3,200.56	\$3,200.56
FY 97/98	\$206,053.64	\$1,973,733.66	\$9,612.06	\$12,812.62
FY 98/99	\$164,962.87	\$2,138,696.53	\$17,593.64	\$30,406.26
FY 99/00	\$391,113.20	\$2,529,809.73	\$0.00	\$30,406.26
FY 00/01	\$381,633.48	\$2,911,443.21	\$11,518.40	\$41,924.66
FY 01/02	\$269,471.35	\$3,180,914.56	\$0.00	\$41,924.66
FY 02/03	\$389,110.88	\$3,570,025.44	\$177,638.32	\$219,562.98
FY 03/04	\$359,016.23	\$3,929,041.67	\$766,879.22	\$986,442.20
FY 04/05	\$289,346.30	\$4,218,387.97	\$722,821.91	\$1,709,264.11
FY 05/06	\$150,802.84	\$4,369,190.81	\$717,208.72	\$2,426,472.83
FY 06/07	\$109,772.02	\$4,478,962.83	\$657,496.44	\$3,083,969.27
FY 07/08	\$134,237.16	\$4,613,199.99	\$990,894.21	\$4,074,863.48
FY 08/09	\$118,784.30	\$4,731,984.29	\$999,921.70	\$5,074,785.18
FY 09/10	\$106,814.98	\$4,838,799.27	\$972,998.52	\$6,047,783.70
FY 10/11	\$93,031.59	\$4,931,830.85	\$1,142,296.94	\$7,190,080.64
FY 11/12	\$82,145.59	\$5,013,976.44	\$1,175,929.69	\$8,366,010.33
FY 12/13	\$81,849.07	\$5,095,825.51	\$1,170,271.74	\$9,536,282.07
FY 13/14	\$72,887.07	\$5,168,712.58	\$1,076,294.09	\$10,612,576.16
FY 14/15	\$86,585.07	\$5,255,297.65	\$1,064,227.61	\$11,676,803.77
FY 15/16	\$96,081.14	\$5,351,378.79	\$1,050,654.51	\$12,727,458.28

Revenue is collected by each city and netted against expenses. Net revenue is shared (50/50).

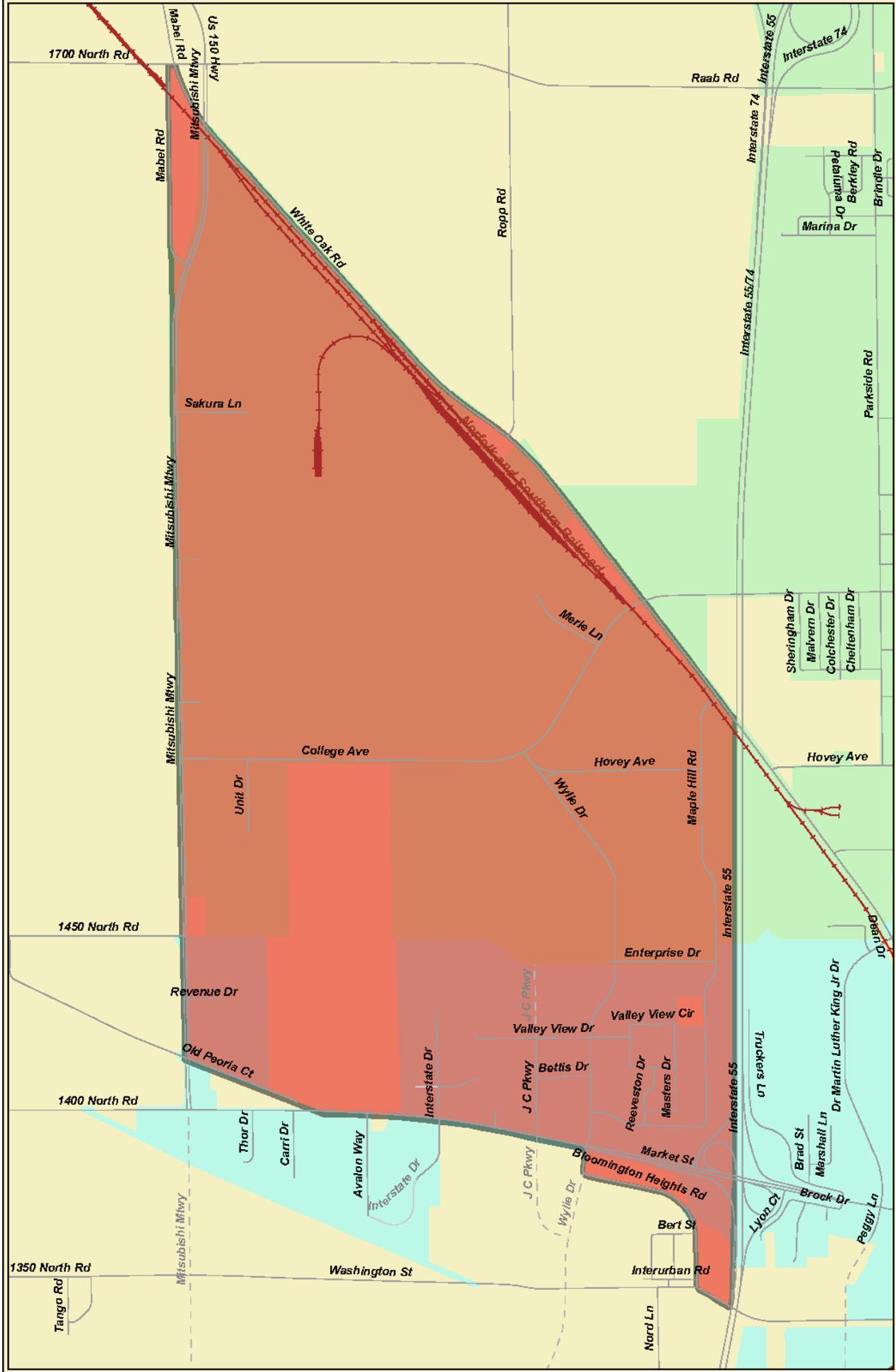
Revenue

Utility Tax	<i>Paid by properties in the Zone</i>
Permits and Fees	<i>Any activity in the Zone</i>
Sales Tax	<i>Businesses in the Zone</i>
Property Tax	<i>Businesses in the Zone</i>
Road and Bridge Tax	<i>Part of road and bridge tax</i>

Expenses

Contractual Services	<i>Audit - ended in 12-13</i>
Street Maintenance	<i>Per agreement \$8,880 per quarter</i>
Personnel Services	<i>Police and Finance time</i>
Sewer Exp	<i>Meter reading exp for businesses in Zone</i>
Annual Fire Billing	<i>Formula driven, based on square footage - largest exp</i>
Liability Insurance	<i>MICA - ended in 12-13</i>

Note: Bloomington did not start taking expenses against their revenue until FY10-11





REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: February 27, 2017

SUBJECT: Presentation of the Bloomington Police Department 2016 Annual Report.

RECOMMENDATION/MOTION: Not applicable. Presentation only.

STRATEGIC PLAN LINK: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: The Police Department is responsible for public safety by safeguarding lives and property. Additionally, the Police Department strives to reduce crime and fear of crime through consistent and effective prevention and enforcement efforts.

BACKGROUND: This presentation will provide an overview of the Uniform Crime Report and crime occurrences during the calendar year 2016. The presentation will also compare and contrast the City's own historical data along with neighboring cities similarly situated. In addition, the Police Department's goals and priorities for 2017 will be outlined.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: Not applicable. Presentation only.

COMMUNITY DEVELOPMENT IMPACT: *(If applicable)*

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: *(If applicable)*

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Human Resource Associate

Reviewed by: Brendan O. Heffner, Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Chris Tomerlin".

David A. Hales
City Manager

Attachments:

- BPD 2015 to 2016 Full Crime Comparison
- BPD Year End Presentation 2016
- BPD 2016 Crime Story



POLICE DEPARTMENT

P.O. Box 3157
Bloomington, Illinois 61702

Brendan Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief
Gregory Scott, Assistant Chief

RE: 2016 Uniform Crime Reports for the City of Bloomington, Part 1 and Part 2 Index Offenses and All Other Reports.

As the Bloomington Police Department makes police reports each offense is assigned a unique numeric code. This code is used to determine the severity of an incident regardless of the number of offenses that may have occurred in the incident. The lower the offense code the more severe the offense, which is referred to as the Hierarchy Rule. Counts in this report will be different than counts seen in the report titled "2016 Crime Story" due to application of the Hierarchy Rule.

The Federal Bureau of Investigation has designated certain offenses as Part 1 Index Offenses. These offenses are generally standardized across the country and are used in annual statistical reports. This report will list all reports taken by the Bloomington Police for 2015 and 2016 with the hierarchy rule applied. Offenses are grouped into broad categories with offenses used for Part 1 Index crimes highlighted yellow.

UCR Classification	Offense Description	2015	2016	Percent Change
Arson	AGGRAVATED ARSON	0	1	N/C
	ARSON	7	10	43%
Arson Total		7	11	57%
Assault	AGGRAVATED ASSAULT	35	46	31%
	ASSAULT	22	20	-9%
Assault Total		57	66	16%
Battery	AGGRAVATED BATTERY	115	106	-8%
	AGGRAVATED BATTERY OF A CHILD	4	9	125%
	AGGRAVATED BATTERY OF A SENIOR CITIZEN	1	1	0%
	AGGRAVATED DOMESTIC BATTERY	20	25	25%
	AGGRAVATED STALKING	3	2	-33%
	BATTERY	243	227	-7%
	DOMESTIC BATTERY	691	600	-13%
Battery Total		1081	983	-9%
Burglary	BURGLARY	115	76	-34%
	HOME INVASION	5	2	-60%
	RESIDENTIAL BURGLARY	149	120	-19%
Burglary Total		269	198	-26%
Burglary or Theft From Motor Vehicle	BURGLARY FROM MOTOR VEHICLE	258	264	2%
	BURGLARY OF MOTOR VEHICLE PARTS & ACCESSORIES	0	2	N/C
	THEFT FROM MOTOR VEHICLE	47	36	-23%
	THEFT OF MOTOR VEHICLE PARTS & ACCESSORIES	2	3	50%
Burglary or Theft From Motor Vehicle Total		307	305	-1%
	(DO NOT USE AS OF 7/29/2016) POSSESSION OF	194	113	-42%

Police Crime Report

	CANNABIS OVER 30 GM	4	5	25%
	CANNABIS PLANT	1	1	0%
	CASUAL DELIVERY	1	1	0%
	DELIVERY/MANUFACTURE OF CANNABIS 30 GM AND UNDER (MISDEMEANOR)	14	11	-21%
Cannabis Control Act	DELIVERY/MANUFACTURE OF CANNABIS OVER 30 GM (FELONY)	4	3	-25%
	POSSESSION OF CANNABIS 10 GM OR LESS (ORDINANCE OR CIVIL VIOLATION)	0	19	N/C
	POSSESSION OF CANNABIS OVER 10 GM TO 100 GM (MISDEMEANOR)	0	1	N/C
	POSSESSION OF CANNABIS OVER 100 GM (FELONY)	0	1	N/C
Cannabis Control Act Total		218	155	-29%
	LICENSED OPERATIONS	0	1	N/C
	LOOK A LIKE CONTROLLED SUBSTANCE	2	2	0%
Controlled Substances Act	MANUFACTURE AND DELIVERY OF CONTROLLED SUBSTANCE	74	81	9%
	POSSESSION OF CONTROLLED SUBSTANCE	64	62	-3%
Controlled Substances Act Total		140	146	4%
	CRIMINAL DAMAGE TO GOVERNMENT SUPPORTED PROPERTY	12	10	-17%
	CRIMINAL DAMAGE TO PROPERTY	495	520	5%
	CRIMINAL DEFACEMENT OF PROPERTY	0	5	N/C
Criminal Damage and Trespass to Property	CRIMINAL TRESPASS TO AIRPORT	1	0	-100%
	CRIMINAL TRESPASS TO REAL PROPERTY	47	46	-2%
	CRIMINAL TRESPASS TO RESIDENCE	33	28	-15%
	CRIMINAL TRESPASS TO STATE SUPPORTED LAND	7	21	200%
	CRIMINAL TRESPASS TO VEHICLE	18	18	0%
Criminal Damage and Trespass to Property Total		613	648	6%
	AGGRAVATED CRIMINAL SEXUAL ASSAULT	4	4	0%
Criminal Sexual Assault	CRIMINAL SEXUAL ASSAULT	51	32	-37%
	PREDATORY CRIMINAL SEXUAL ASSAULT OF A CHILD	7	2	-71%
	SEXUALLY RELATED OFFENSE	5	5	0%
Criminal Sexual Assault Total		67	43	-36%
	AGGRAVATED DISCHARGE OF A FIREARM	8	9	13%
	NO FOID CARD	2	2	0%
	RECKLESS DISCHARGE OF A FIREARM	5	8	60%
	UNLAWFUL DISCHARGE OF FIREARM PROJECTILE	1	8	700%
Deadly Weapons	UNLAWFUL POSSESSION OF FIREARMS AND FIREARM AMMUNITION	7	10	43%
	UNLAWFUL USE OF WEAPON	18	17	-6%
	UNLAWFUL USE OR POSSESSION OF A WEAPON BY A FELON	7	5	-29%
Deadly Weapons Total		48	59	23%
	AGGRAVATED IDENTITY THEFT	0	1	N/C
Deceptive Practices	COMPUTER FRAUD	2	3	50%

Police Crime Report

	COMPUTER TAMPERING	1	1	0%
	CREDIT CARD FRAUD	80	109	36%
	DECEPTIVE COLLECTION PRACTICES	1	0	-100%
	DECEPTIVE PRACTICES	74	69	-7%
	EMBEZZLEMENT	0	1	N/C
	FINANCIAL EXPLOITATION OF ELDERLY/DISABLED	4	4	0%
	FORGERY	25	94	276%
	FRAUD	43	34	-21%
	IDENTITY THEFT	98	90	-8%
	IMPERSONATING A PEACE OFFICER	1	0	-100%
	INSURANCE FRAUD	0	2	N/C
	LIBRARY THEFT	0	1	N/C
	POSSESSION OF STOLEN PROPERTY	8	6	-25%
	THEFT OF LABOR/SERVICES	7	9	29%
	THEFT OF LOST / MISLAID PROPERTY	67	71	6%
	UNAUTHORIZED VIDEOTAPING AND LIVE VIDEO TRANSMISSION	0	3	N/C
Deceptive Practices Total		411	498	21%
	ALL OTHER DISORDERLY CONDUCT	310	273	-12%
	ARMED VIOLENCE	0	1	N/C
	BOMB THREAT	4	1	-75%
Disorderly Conduct	FALSE POLICE REPORT	1	1	0%
	FIREWORKS	1	0	-100%
	HARASSMENT BY TELEPHONE	64	66	3%
	MOB ACTION	1	1	0%
	PEEPING TOM	0	1	N/C
	TELEPHONE THREAT	25	14	-44%
Disorderly Conduct Total		406	358	-12%
	POSSESSION OF DRUG EQUIPMENT	52	27	-48%
Drug Paraphernalia Act	POSSESSION OF DRUG PARAPHERNALIA (ORDINANCE OR CIVIL VIOLATION)	0	11	N/C
	SALE/DELIVERY DRUG PARAPHERNALIA	1	0	-100%
Drug Paraphernalia Act Total		53	38	-28%
Homicide	HOMICIDE DRUG INDUCED	0	1	N/C
Homicide Total		0	1	N/C
	CONCEALING OR AIDING A FUGITIVE	1	0	-100%
	CONTEMPT OF COURT	1	0	-100%
	ESCAPE - OR FAILURE TO REPORT	0	1	N/C
Interference With Public Officers	INTERFERENCE WITH JUDICIAL PROCEDURE	28	34	21%
	OBSTRUCTING IDENTIFICATION	3	2	-33%
	OBSTRUCTING JUSTICE	11	5	-55%
	PERJURY	0	1	N/C
	RESISTING,OBSTRUCTING,DISARMING AN OFFICER	49	45	-8%
Interference With Public Officers Total		93	88	-5%
	CYBERSTALKING	1	0	-100%
Intimidation	EXTORTION	2	0	-100%
	INTIMIDATION	2	3	50%

Police Crime Report

	STALKING	9	12	33%
Intimidation Total		14	15	7%
Intoxicating Compounds	USE, SALE OR DELIVERY OF INTOXICATING COMPOUNDS	0	4	N/C
Intoxicating Compounds Total			4	N/C
	CHILD ABDUCTION	3	0	-100%
Kidnapping	UNLAWFUL RESTRAINT	1	4	300%
	UNLAWFUL VISITATION INTERFERENCE	76	46	-39%
Kidnapping Total		80	50	-38%
	ILLEGAL CONSUMPTION OF ALCOHOL BY MINOR	6	12	100%
Liquor Control Act	ILLEGAL POSSESSION OF ALCOHOL BY MINOR	7	5	-29%
Liquor Control Act Total		13	17	31%
	DELIVERY OR POSSESSION W/INTENT TO DELIVER METHAMPHETAMINE	0	1	N/C
Methamphetamine Offenses	POSSESSION OF METHAMPHETAMINE	0	2	N/C
	POSSESSION OR DELIVERY OF METHAMPHETAMINE PRECURSOR(S)	0	1	N/C
Methamphetamine Offenses Total			4	N/C
	CANCELLED, SUSPENDED, OR REVOKED REGISTRATION	34	22	-35%
	DRIVING UNDER THE INFLUENCE ALCOHOL	174	234	34%
	DRIVING UNDER THE INFLUENCE DRUGS	6	25	317%
	FALSE AUTO INSURANCE CARD	1	0	-100%
	FLEE OR ATTEMPT TO ELUDE PEACE OFFICER	2	4	100%
	HIT AND RUN	99	96	-3%
	ILLEGAL TRANS OF ALCOHOLIC LIQUOR	2	5	150%
Motor Vehicle Offenses	MOTOR VEHICLE ANTI-THEFT LAW	0	1	N/C
	NO DRIVERS LICENSE	61	55	-10%
	NO REGISTRATION	6	2	-67%
	OPERATE MOTOR VEHICLE W/SUSP REGISTRATION	6	2	-67%
	OPERATE UNINSURED MOTOR VEHICLE	74	62	-16%
	RECKLESS DRIVING	4	6	50%
	SUSPENDED,REVOKED DRIVERS LICENSE	241	202	-16%
	UNLAWFUL USE OF DRIVERS LICENSE	2		-100%
Motor Vehicle Offenses Total		712	716	1%
Motor Vehicle Theft	MOTOR VEHICLE THEFT	73	61	-16%
Motor Vehicle Theft Total		73	61	-16%
	CHILD ABANDONMENT		2	N/C
	CHILD ABUSE/NEGLECT OR FAILURE TO REPORT	11	6	-45%
	CONTRIBUTING TO CRIM DELINQUENCY OF A JUVENILE	1	1	0%
	CONTRIBUTING TO DEPENDENCY OR NEGLECT OF CHILDREN	1	1	0%
Offenses Involving Children	CURFEW	17	9	-47%
	ENDANGERING THE LIFE OR HEALTH OF A CHILD	16	24	50%
	RUNAWAY - MINOR REQUIRING AUTHORITATIVE INTERVENTION	158	175	11%
	TRUANCY	1	0	-100%
Offenses Involving Children Total		205	218	6%
Other Offenses	ALL OTHER CRIMINAL OFFENSES	31	11	-65%

Police Crime Report

ASSIST FIRE DEPARTMENT	6	15	150%	
ASSIST OTHER AGENCY	34	38	12%	
ATTEMPTED SUICIDE	5	3	-40%	
CIVIL DISPUTE	21	23	10%	
COMPOUNDING A CRIME	30	18	-40%	
DOG/OTHER ANIMAL BITES	65	65	0%	
DOMESTIC DISPUTE	787	742	-6%	
FAILURE TO REGISTER AS SEX OFFENDER	6	4	-33%	
FATAL/OTHER ACCIDENT FOLLOW-UP	2	2	0%	
IN-STATE WARRANT	4	8	100%	
INVESTIGATE DEAD BODY	78	76	-3%	
LOST PROPERTY	162	157	-3%	
MISSING PERSON	66	69	5%	
ORDINANCE VIOLATION - BATTERY ORDINANCE	7	5	-29%	
ORDINANCE VIOLATION - CURFEW ORDINANCE	3	1	-67%	
ORDINANCE VIOLATION - DISCHARGE OF FIREARM	0	1	N/C	
ORDINANCE VIOLATION - DISORDERLY CONDUCT	6	4	-33%	
ORDINANCE VIOLATION - MINOR IN TAVERN	0	2	N/C	
ORDINANCE VIOLATION - OTHER ORDINANCE VIOLATION	88	49	-44%	
ORDINANCE VIOLATION - POSSESSION OF FALSE ID	3	1	-67%	
ORDINANCE VIOLATION - UNLAWFUL SALE OF ALCOHOL	8	4	-50%	
OTHER ANIMAL COMPLAINT	6	9	50%	
OTHER MENTAL CASE	70	92	31%	
OTHER NON CRIMINAL OFFENSE	119	106	-11%	
OTHER PUBLIC COMPLAINT	14	12	-14%	
OTHER SUSPICIOUS ACTIVITY	23	21	-9%	
PAROLE VIOLATION	2	0	-100%	
PERSONAL INJURY	179	113	-37%	
RECOVERED PROPERTY ONLY	41	58	41%	
SUSPICION THAT PERSON COMMITTED AN OFFENSE	1	0	-100%	
TRAFFIC IL VEHICLE CODE (OTHER TRAFFIC OFFENSES)	13	20	54%	
VIOLATION OF ORDERS OF PROTECTION	74	64	-14%	
Other Offenses Total	1954	1793	-8%	
Robbery	AGGRAVATED ROBBERY	1	2	100%
	ARMED ROBBERY	21	30	43%
	ROBBERY	19	28	47%
	VEHICULAR HIJACKING	1	0	-100%
Robbery Total	42	60	43%	
Sex Offenses	AGGRAVATED CRIMINAL SEXUAL ABUSE	5	3	-40%
	ALL OTHER SEX OFFENSES	12	6	-50%
	CHILD PORNOGRAPHY	7	8	14%
	CRIMINAL SEXUAL ABUSE	17	24	41%
	DISTRIBUTION OF HARMFUL MATERIAL	0	1	N/C
	PROSTITUTION	0	1	N/C
	PUBLIC INDECENCY	2	11	450%
SEXUAL EXPLOITATION OF A CHILD	2	0	-100%	

Police Crime Report

	SOLICITATION OF A SEXUAL ACT	0	1	N/C
Sex Offenses Total		45	55	22%
	RETAIL THEFT	303	270	-11%
	THEFT FROM BUILDING	6	9	50%
Theft	THEFT FROM COIN-OPERATED MACHINE OR DEVICE	1	0	-100%
	THEFT OVER	180	185	3%
	THEFT UNDER	325	319	-2%
Theft Total		815	783	-4%
	PROBATION VIOLATION	51	23	-55%
	SEX OFFENDER - APPROACHING, CONTACTING, RESIDING, OR COMMUNICATING WITH CHILD	4	1	-75%
	SEX OFFENDER - FAILURE TO REGISTER	37	49	32%
Violation of Criminal Registry Laws	SEX OFFENDER - FAILURE TO REGISTER NEW ADDRESS, EMPLOYER, OR SCHOOL	7	9	29%
	SEX OFFENDER - PROHIBITED ZONE	13	6	-54%
	SEX OFFENDER OTHER VIOLATION	11	9	-18%
	VIOLATION OF CHILD MURDERER AND VIOLENT OFFENDER AGAINST YOUTH REG ACT	7	5	-29%
Violation of Criminal Registry Laws Total		130	102	-22%
Grand Total		7853	7475	-5%

“TO PROTECT
AND TO SERVE”

Chief of Police Brendan O. Heffner



BLOOMINGTON POLICE DEPARTMENT

305 South East Street, Bloomington, IL 61701 | 309-434-2700 | police@cityblm.org

2016 Crime Statistics

The total Part I Uniform Crime Report (UCR) statistics for calendar year 2016 was **5 % *lower*** than 2015, representing 81 fewer reported incidents.

2016 Crime Statistics – Regional Comparison

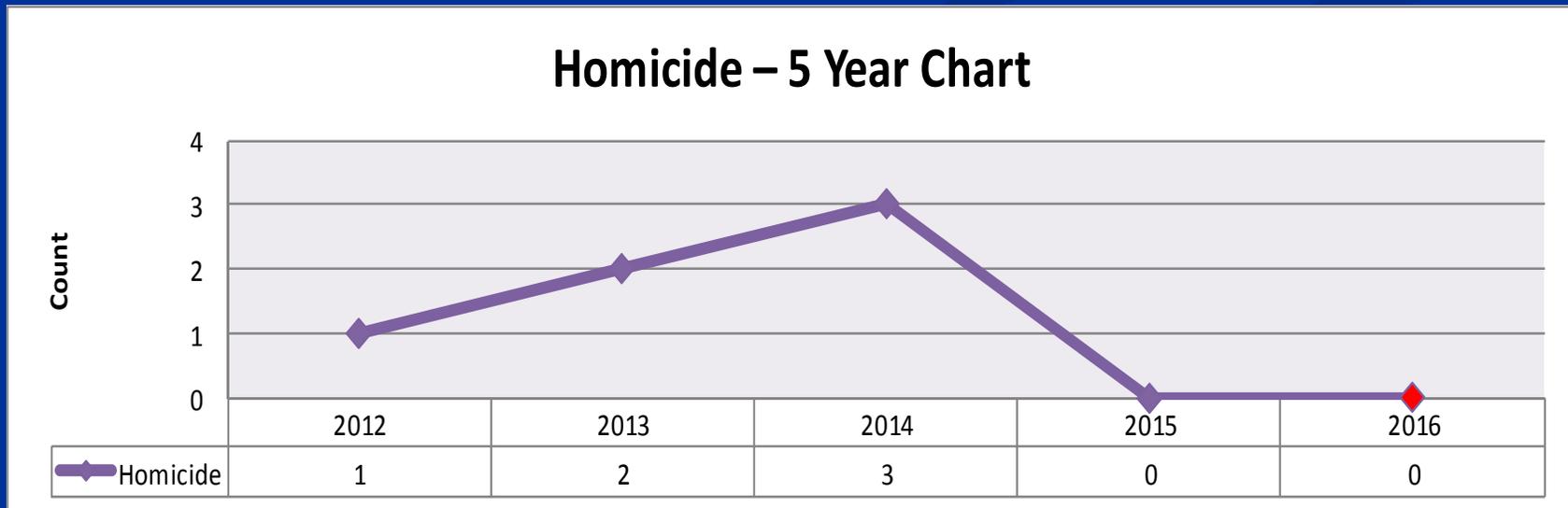
Bloomington remained lower in many of the major Part I UCR offenses than reported in comparable Central Illinois cities.

2016 UCR Crimes Comparison – preliminary and subject to change	Peoria	Springfield	Decatur	Bloomington
Homicide	10	6	3	0
Criminal Sexual Assault	70	97	45	43
Robbery	306	250	97	60
Aggravated Battery	502	945	247	208
Burglary	1,100	1,249	859	200
Theft	3,149	3,673	1,700	1,115
Motor Vehicle Theft	340	226	98	57
Arson	61	40	16	11
Total	5,538	6,486	3,065	1,694

Review of select crime types

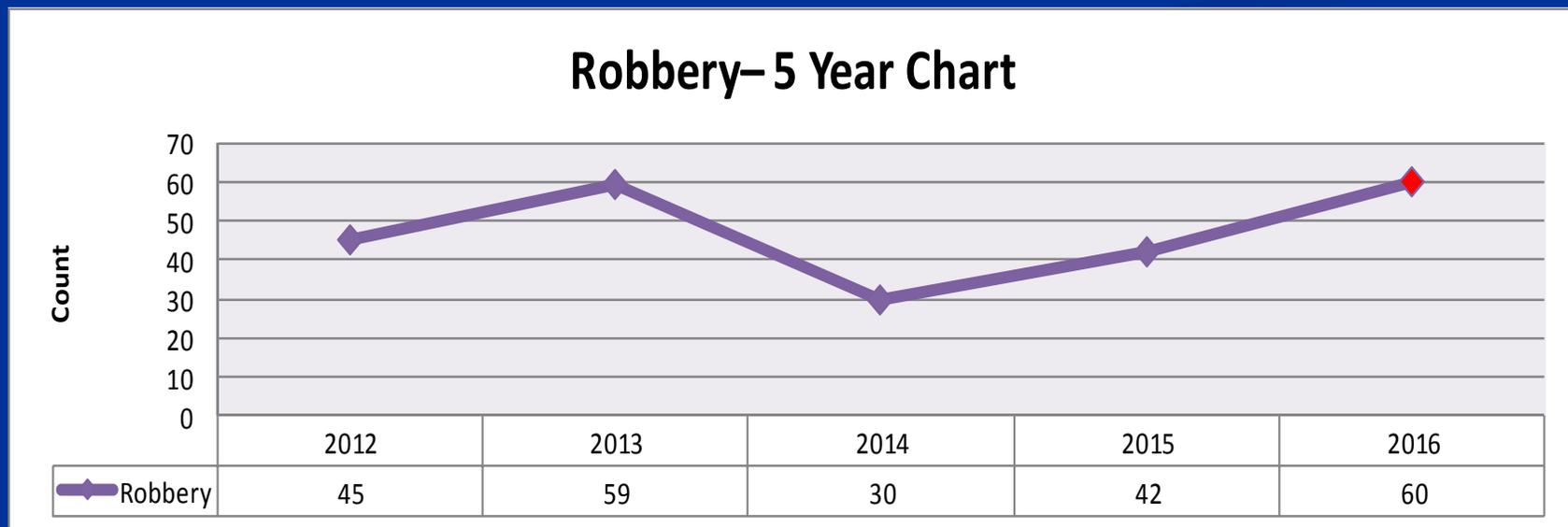
Homicides in 2016

- We had zero homicides in 2016.
- We recorded a single drug induced death stemming from a fatal overdose that took place in August, 2016. A suspect in this incident was indicted for “Drug Induced Homicide”, February 9, 2017.
 - Per UCR, drug induced deaths are not to be counted as a homicide in official agency statistics.



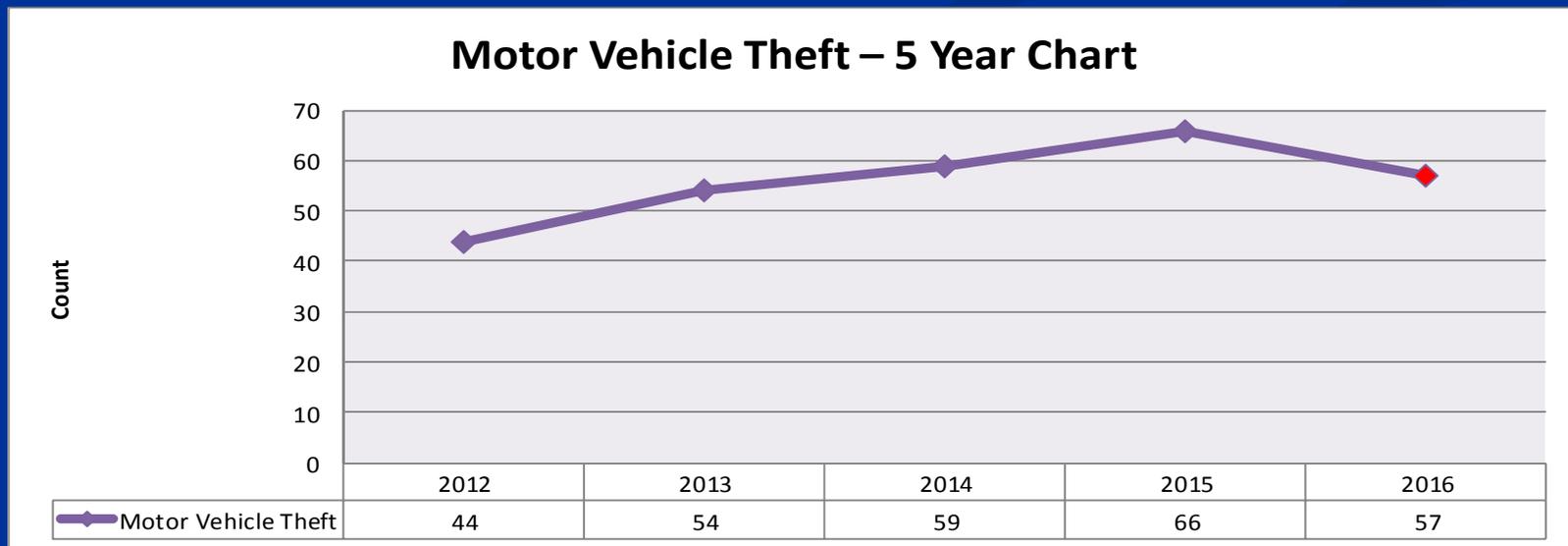
Robbery in 2016

- We recorded 60 robberies in 2016.
- This is above our five year average of 47.2 robberies per year.
- The increase can be attributed to a spike in random street level robberies.



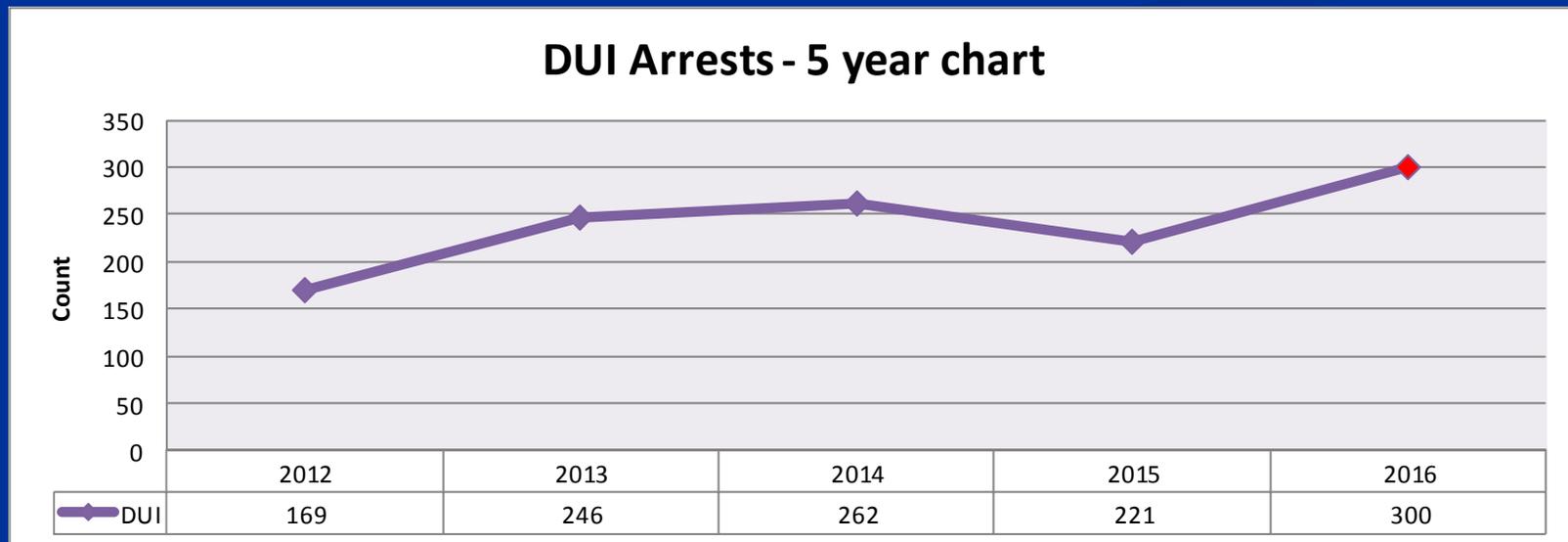
Motor Vehicle Theft in 2016

- After four years of increases in vehicle theft, we recorded a 14% decrease in 2016.
- As reported last year, many of these thefts are committed by juvenile offenders looking for transportation.
- The incarceration of several habitual juvenile offenders impacted the 2016 totals.



DUI in 2016

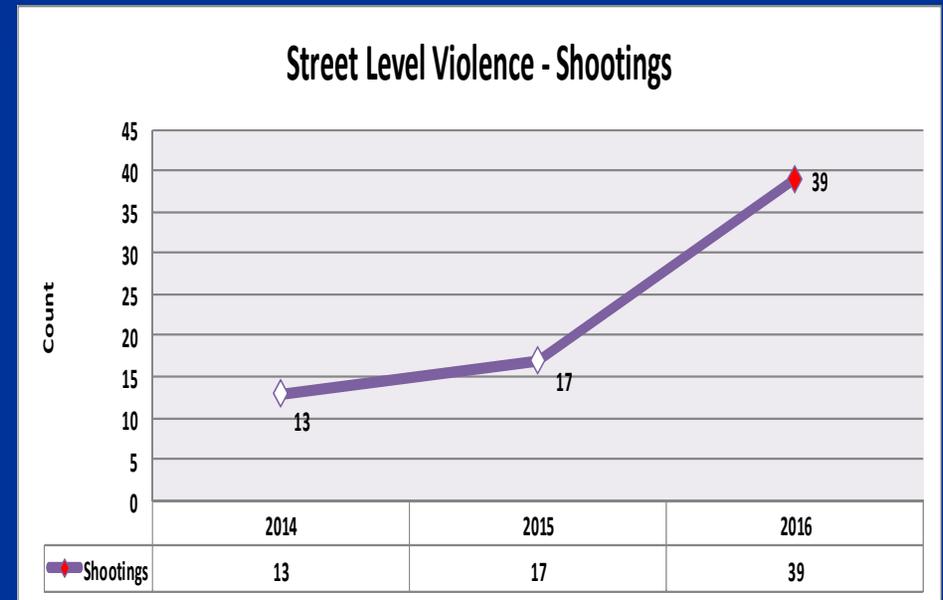
- Increasing DUI enforcement has been a high priority at BPD over the past three years.
- Last year's arrest totals marked a 14 year high, thanks in part to several key officers on 3rd shift.



Street Level Violence - Shootings



- In Bloomington, Central Illinois, and in Chicago we are all seeing an increase in the use of handguns by young men to settle their disputes.
- In 2016, of 39 shootings in Bloomington, 9 subjects were shot.
- Last year, two of our repeat juvenile gun offenders were charged as adults to help slow this trend.



Crime Priorities for 2017



Street level violent crimes



Illegal gun possession



Gang crimes



Robbery



Narcotics



Sex offender violations



Residential Burglary

Departmental Priorities for 2017

- Expand the current officer-worn body camera trial to include all patrol officers.
- Expand our community outreach efforts through pro-social contacts and begin community engagement at the new West Jefferson Community House.
- Maintain an open dialogue with the community regarding police-citizen relations.
- As an agency, proceed towards obtaining professional accreditation.

Departmental Priorities for 2017

- Continue emphasis on aggressive DUI suppression.
- Continue our focus on violent juvenile crime and handgun violations.
- Increase our crime prevention efforts to include CEPTED (Crime Prevention Through Environmental Design) training.
- Continue department-wide training focusing on cultural diversity.

Questions?



POLICE DEPARTMENT

P.O. Box 3157
Bloomington, Illinois 61702

Brendan O. Heffner, Chief, FBINAA 225th
Clay E. Wheeler, Assistant Chief, FBINAA 253rd
Kenneth A. Bays, Assistant Chief
Gregory Scott, Assistant Chief

2016 crime story, statistics and a look ahead to 2017

The Bloomington Police Department has prepared a short synopsis of serious criminal incidents reported in our city from January 1, 2016 to December 31, 2016. The total Uniform Crime Report (UCR) statistics for calendar year 2016 was **5% lower** than 2015, with **81 fewer reported incidents**. The UCR statistics include Homicide, Forcible Rape, Robbery, Aggravated Assault/Battery, Burglary, Theft, Motor Vehicle Theft, and Arson. This report will examine each UCR Part I category for 2016.

Overall crime in Bloomington remains low. The most notable increase in UCR crimes were Robberies. We recorded a 43% increase over our 2015 Robbery totals. We are very pleased to report no homicides took place for the second straight year.

Part I UCR Crimes - Bloomington	2015	2016	Change
Homicide	0	0	N/C
Criminal Sexual Assault	58	43	-26 %
Robbery	42	60	+43 %
Aggravated Battery	203	208	+2 %
Burglary	269	200	-26 %
Theft	1,131	1,115	-1 %
Motor Vehicle Theft	66	57	-14 %
Arson	7	11	+57 %
Human Trafficking	0	0	N/C
Total	1,776	1,694	-5%

A complete account of crime in Bloomington can be found by examining the entire collection of Part I and Part II crimes. These statistics can be found in a separate report titled; "2016 Uniform Crime Reports for the City of Bloomington, Part 1 and Part 2 Index Offenses and All Other Reports".

When examining the Part 1 UCR crime totals for Bloomington in 2016 against other comparable cities in Central Illinois, our city again fares well. Bloomington remained lower in many of the major UCR offenses and recorded a lower overall total of UCR offenses than reported in comparable Central Illinois cities during 2016. Please see the table below for additional information.

Police Crime Report

2016 UCR Crimes Comparison (preliminary and subject to change)	Peoria	Springfield	Decatur	Bloomington
Homicide	10	6	3	0
Criminal Sexual Assault	70	97	45	43
Robbery	306	250	97	60
Aggravated Battery	502	945	247	208
Burglary	1,100	1,249	859	200
Theft	3,149	3,673	1,700	1,115
Motor Vehicle Theft	340	226	98	57
Arson	61	40	16	11
Total	5,538	6,486	3,065	1,694

In 2017, the Bloomington Police Department plans on building on our past successes. We will continue to engage in Problem Oriented Policing, maintain a pro-active approach to street level crime crimes and increase our citizen engagement efforts in neighborhoods across the city. Our 2017 goals include:

- Expand the current officer-worn body camera trial to include all patrol officers.
- Expand community outreach through pro-social contacts and begin community engagement at the new West Jefferson Community House.
- Maintain an open dialogue with the community regarding police-citizen relations.
- As an agency, proceed towards obtaining professional accreditation.
- Continue our emphasis on aggressive DUI suppression.
- Continue our focus on reducing violent street level juvenile crimes.
- Increase our crime prevention efforts to include CEPTED (Crime Prevention Through Environmental Design).
- Continue department-wide training focusing on cultural diversity.

Thank you for the ongoing support of your police department, its officers and employees. I lead a group of dedicated men and women working day in and day out to ensure public safety in the City of Bloomington.

Respectfully,

Brendan O. Heffner, Chief of Police



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: February 27, 2017

SUBJECT: Presentation of the Proposed City Manager FY 2018 Budget.

RECOMMENDATION/MOTION: Present the Proposed City Manager FY 2018 Budget for informational purposes only.

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

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

BACKGROUND: The Citywide FY 2018 Proposed Budget is \$213,830,887 which is a 3% increase over the FY 2017 Adopted Budget of \$207,620,553. The FY 2018 General Fund, which is 49% of the total budget, is proposed to increase by 0.61% or \$635,391 over the FY 2017 General Fund Adopted Budget of \$104,794,506.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: This is an informational only presentation with no financial impact at this time.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Carla A. Murillo, Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments:

- FIN 1B ATTACH FY 2018 Proposed Budget Presentation



FY 2018 Proposed Budget

February 27, 2017

Patti-Lynn Silva, Finance Director

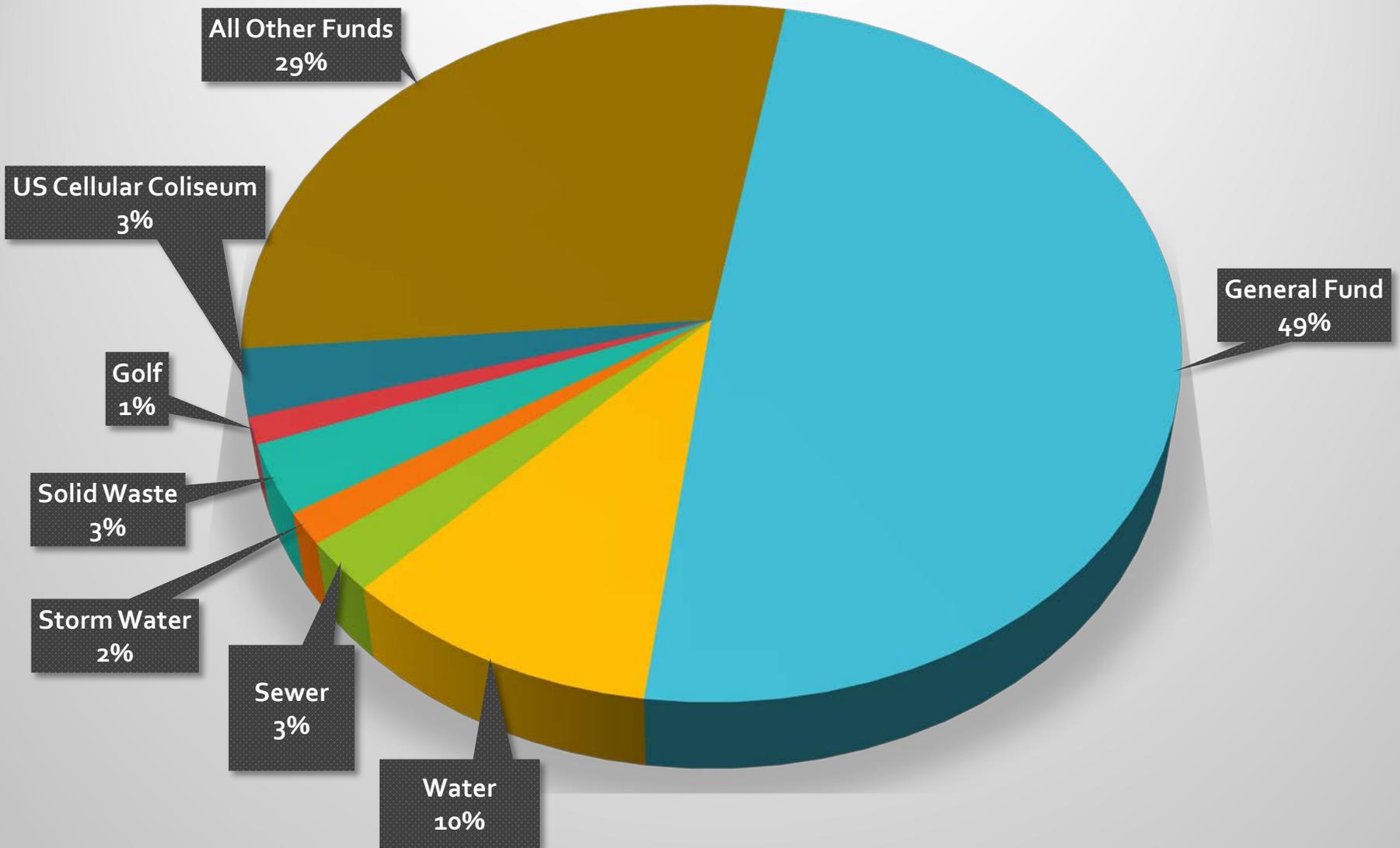
Overview

- City Wide Budget
 - Budget Increase
 - Fund Overview
 - Increase by Fund
- Budget Highlights
 - Capital
 - Initiatives

Total Budget 3% Increase

FY18 Proposed Budget		\$213,830,887
FY17 Adopted Budget		<u>\$207,620,553</u>
Total Increase:		\$6,210,333

Budget by Fund



59% of the City's budget is comprised of the General & Water Funds.

Breakdown of Increase

Fund	Dollar Increase	Percent Incr.
General	\$ 635,391	.61
Library	\$ 258,961	4.72
Debt Service (Bonds)	\$ (46,594)	(.64)
Capital	\$5,348,446	27.88
Enterprise	\$(3,281,638)	(6.57)
Insurance (Internal Service)	\$3,450,624	18.95
All Other	<u>\$(154,857)</u>	<u>(5.75)</u>
Total Changes:	\$6,210,333	

Note: Funds included in Capital above include the Motor Fuel Tax, Capital Improvement and Capital Lease fund. Enterprise funds include: Water, Sewer, Storm Water, Solid Waste, Abraham Lincoln Parking, Golf, and US Cellular Coliseum.

City Budget Highlights

✓ Infrastructure & Capital Improvements

- ✓ Streets, Sidewalks, Facilities, Sewer, Storm, and Water Infrastructure

✓ Increase EMS Response Time

- ✓ Addition of an ambulance company

✓ Capital Equipment & Vehicles

- ✓ Fire Apparatus, Police Cars, Mowers, Network Infrastructure

✓ Funding for the Community

- ✓ McLean County Mental Health, Connect Transit, McLean County History Museum, B-N Advantage, EDC
- ✓ At Risk Youth officer
- ✓ Summer jobs – Youth build
- ✓ Make Your Money Mean More

✓ Economic Development

- ✓ Zoning ordinance update
- ✓ Comp Plan Studies
- ✓ DBA funding

✓ Financial Planning

- ✓ Pension funding
- ✓ Master planning
- ✓ Priority Based Budgeting

General Fund Budget

FY18 Proposed Budget	\$105,429,897		
FY17 Adopted Budget	<u>\$104,794,506</u>		
Total Increase:	\$635,391		.61%

Breakdown of Increase

General Fund	Dollar Increase	Percent Incr.
Labor related costs	\$3,831,492	6.27%
General Liability	\$117,740	10.57%
Fuel & Utilities	(\$208,639)	(9.53%)
Outside Services	\$599,055	10.71%
Materials & Supplies	(\$150,155)	(3.63%)
Repairs & Maintenance	\$142,275	4.18%
Payments to Other Agencies	(\$1,191,803)	(19.22%)
Capital & Debt Service	(\$1,685,965)	(13.7%)
All Other	<u>(\$818,609)</u>	
Total Changes:	\$635,391	

General Fund

- ✓ Sales tax and other revenues remain flat increasing by only .61% therefore budget growth was limited to .61%
- ✓ Labor related costs up \$4.0M
 - ✓ 80% relates to public safety
- ✓ Planned savings in other areas were absorbed by increases
- ✓ Reductions in department initiatives \$2.7M needed to balance
- ✓ General Fund capital improvements will be paid for by a one-time transfer from the health fund

Questions