

**CITY OF BLOOMINGTON
CITY COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, AUGUST 12, 2013, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Oath of Office: Steve Kelsing and Brian Gleason, Firefighters**
 - B. Certificate of Achievement for Excellence in Finance Reporting Award from the Government Finance Officers Association for the FY 2012 Comprehensive Annual Financial Report**
- 7. "Consent Agenda"**
 - A. Council Proceedings of July 22, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of July 22, 2013 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. MFT Report. (Recommend that the report be received and placed on file.)**
 - D. Formal Bid Waiver for the purchase of single source water meters and related accessories for the Water Department's FY 2014 Water Meter Installation Program. (Recommend that the formal bid process be waived, and staff be authorized to purchase water meters and related accessories from Ferguson Waterworks, the authorized Neptune water meter supplier for this area, at the prices specified.)**
 - E. Analysis Bid for Kitchen Remodel Project at Station #2, located at 1911 E. Hamilton Rd. (Recommend that the bid for Station #2 Kitchen Remodel Project be awarded to Anderson, in the amount of \$40,350, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**

- F. Purchase and Installation of DuraSAFE Rubber Tile Surfacing for Holiday Park Playground. (Recommend that the purchase and installation of DuraSAFE Plus rubber tiles from SofSurfaces be approved, in the amount of \$46,725.02, and the Purchasing Agent be authorized to issue a Purchase Order for the same.)**
- G. Analysis of Bid for One (1) 2014 Ford E450 Chassis with an Elkhart Coach ECII Body for the Recreation Division of the Parks, Recreation and Cultural Arts Department. (Recommend that the bid for a 2014 Ford E450 Chassis with an Elkhart Coach ECII Body be awarded to Midwest Transit Equipment, Inc., Kankakee, IL, in the amount of \$39,328.00, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- H. Ashley Furniture Assignment of Sales Tax Incentive. (Recommend that the Assignment of a Sales Tax Incentive previously granted to Ashley Furniture, in an amount not to exceed \$150,000, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Green Building, LLC Property Tax Abatement. (Recommend that the proposed property tax abatement be approved, the Resolution adopted and the Agreement executed.)**
- J. Reciprocal Reporting Agreement between the Law Enforcement Agencies and the Public School Districts. (Recommend that the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- K. Ratification of Contract with Local 699 American Federation of State, County and Municipal Employees, AFL-CIO (Public Works/Parks) for the period of May 1, 2012 through April 30, 2014. (Recommend that the Contract be ratified.)**
- L. Application of Taste of India BLM, Inc., d/b/a Taste of India, located at 704 S. Eldorado Rd., requesting an RAS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that an RAS liquor license for Taste of India BLM, Inc., d/b/a Taste of India, located at 704 S. Eldorado Rd., be created, contingent upon compliance with all applicable health and safety codes.)**
- M. Application of Station Two Twenty Inc., d/b/a Station Two Twenty, located at 220 E. Front St., requesting an RAPS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. (Recommend that an RAPS liquor license for Station Two Twenty, Inc., d/b/a Station Two Twenty, located at 220 E Front St., be created, contingent upon compliance with all applicable health and safety codes.)**

- N. **Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on June 28, 2014. (Recommend that the Ordinance be passed.)**
- O. **Transfer of land to developers of The Grove on Kickapoo Creek, Fourth Addition Subdivision in exchange for parkland conveyed from developers. (Recommend that the conveyance of land be authorized.)**
- P. **Petition submitted by FOB Development, Inc. requesting approval of a Third Revision to a Preliminary Plan for a Portion of Empire Business Park. (Recommend that the Preliminary Plan be approved and the Ordinance passed.)**
- Q. **Petition submitted by Jeff Fuller requesting Approval of a Final Plat for Fuller Subdivision, located in McLean County within one and half (1½) miles of the corporate City limit, south of I-74, east of 1530 E. Rd. (Recommend that the Final Plat be approved and the Ordinance passed.)**
- R. **Petition submitted by Luther Oaks, Inc. requesting Approval of a Special Use Permit for a nursing home for property located at 601 Lutz Rd. (Recommend that the Special Use be approved with the condition that the Petitioner meet point number two in the July 15, 2013 memorandum from the City or any substitute that the City approves in its place and the Ordinance passed.)**
- S. **Petition submitted by Luther Oaks, Inc. requesting Approval of an Amended Preliminary Plan for the First Addition to Luther Oaks Subdivision. (Recommend that the Amended Preliminary Plan be approved and the Ordinance passed.)**
- T. **Petition submitted by Luther Oaks, Inc. requesting Approval of a Final Plat for First Addition to Luther Oaks Subdivision, located north of Lutz Rd. and west of Wittenberg Woods Subdivision. (Recommend that the Final Plat be approved and the Ordinance passed, subject to the Petitioner paying the required fees prior to recording of the plat.)**
- U. **Petition submitted by Robert Novtony, Joan Novotny, Craig Bowars and Katie Bowars requesting Approval of a Special Use Permit for a medical, health services facility for the property located at 1415 Croxton Ave. (Recommend that the Special Use be approved and the Ordinance passed.)**

8. "Regular Agenda"

- A. **Petition submitted by HL Bloomington LLC and Hundman Management LLC, requesting the Approval of a Special Use Permit for multiple family dwellings for the property located at 1021, 1025, 1031, 1037 and 1041 Ekstam Drive. (Recommend that the Special Use Permit be approved and the Ordinance passed.) (25 minutes)**

- B. Consider Conceptual Approval for a \$10 Million Street Resurfacing Bond and direct the City Manager to Proceed as necessary. (The Administration and Finance Committee recommends that the City Council give conceptual approval to the issuance of a \$10 Million Street Resurfacing Bond.) (25 minutes)**
- C. FY2014 Action Agenda. (Recommend that the Action Agenda be adopted.) (15 minutes)**

- 9. City Manager's Reports and Discussion**
- 10. Mayor's Discussion**
- 11. Aldermen's Discussion**
- 12. Executive Session - cite section**
- 13. Adjournment**
- 14. Notes**



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

June 18, 2013

David Hales
City Manager
City of Bloomington
PO Box 3157
Bloomington IL 61702-3157

Dear Mr. Hales:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **April 30, 2012** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The Certificate of Achievement plaque will be shipped to:

Patti-Lynn Silva, CPA
Finance Director

under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

A handwritten signature in cursive script that reads "Stephen J. Gauthier". The signature is written in dark ink and is positioned above the typed name of the signatory.

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



FOR COUNCIL: August 12, 2013

SUBJECT: Council Proceedings of July 22, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 22, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of July 22, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval, 5 ILCS 120/2.06(b).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

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



FOR COUNCIL: August 12, 2013

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on Wednesday, August 7, 2013 by posting via the City’s web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

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



FOR COUNCIL: August 12, 2013

SUBJECT: Report

RECOMMENDATION/MOTION: That the report be received and placed on file.

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

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

BACKGROUND: The following report should be received and placed on file with the City Clerk:

1. 2012 City of Bloomington Audit for Motor Fuel Tax.

This report is prepared by the Illinois Department of Transportation, (IDOT). It is based upon documents filed by the City with IDOT and IDOT's records. It covers the 2012 calendar year. IDOT has abbreviation for the use of MFT funds. The following are listed in the report: AC – Agency Credit, BD – Building Demolition, BR – Bridge, BT – Bike Trails, PV – Pavement, RP – Rigid Pavement, RS – Resurfacing, SP – Safety Project, TL – Traffic Signals and WR – Widening and Resurfacing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial reviewed by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. IDOT Motor Fuel Tax Audit for Year 2012
Attachment 2. Legend

Motion: _____ Seconded by: _____

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



Agency: CITY OF Bloomington	
Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Audit Year(s): 2012
	Audit Number: 74
	Date: April 22, 2013



Auditor's Certificate

CITY OF Bloomington

Audit Report No. 74

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the City of Bloomington for the period beginning Jan. 1, 2012 and ending Dec. 31, 2012, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the City Clerk and City Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the City Council maintained by the City Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.

[Handwritten Signature]
Auditor

REVIEWED AND APPROVED BY

Date: 4/25/13

[Handwritten Signature]
AGONY District Local Roads and Streets Engineer



CITY OF Bloomington

Audit Report No. 74

Audit Period: Jan. 1, 2012 to Dec. 31, 2012

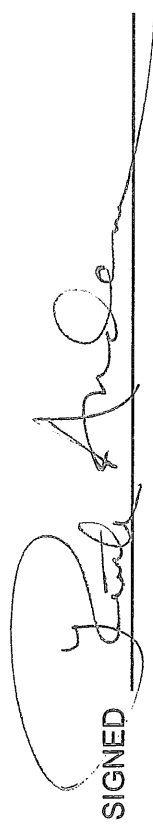
Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2012

The other receipts to the Motor Fuel Tax Fund were \$459,142.51 received as follows:

Interest 2012	4,495.51
Reimbursement	
2013 IJN Program	325,593.00
Supplemental Allot	129,054.00

Total received: \$459,142.51

Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED 



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

CITY OF Bloomington

Audit Report No. 74

Audit Period Jan. 1, 2012 - Dec. 31, 2012

Date: April 22, 2013

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants
Balance Previous Audit	5,471,328.92	(1,672,376.85)	3,798,952.07	
Allotments	1,870,814.49	0.00	1,870,814.49	
Total MFT Funds	7,342,143.41	(1,672,376.85)	5,669,766.56	
Approved Authorizations	(1,959,832.52)	1,959,832.52	0.00	
Other Receipts		459,142.51	459,142.51	
Total	5,382,310.89	746,598.18	6,128,909.07	
Disbursements		2,477,556.02	2,477,556.02	
Surplus (Credits)	860,536.22	(860,536.22)	0.00	
Unexpended Balance	6,242,847.11	(2,591,494.06)	3,651,353.05	
Bank Reconciliation				
Balance in Fund per Bank Certificate Dec. 31, 2012				
Deduct Outstanding Warrants				
Add Outstanding investments			3,529,193.91	
Additions			122,159.14	
Subtraction's				
Net Balance in Account Dec. 31, 2012			3,651,353.05	

[Signature]
Auditor

Certified Correct



Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

CITY OF Bloomington

Audit Period: January 1, 2012 - December 31, 2012

Audit Report No. 74

Section	Balance	Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Audits Accumulated Disbursements	Total Accumulated Disbursements
Construction						0.00			0.00		0.00
82-0240-00-PV						0.00			0.00		0.00
ENG	(25,074.00)					(25,074.00)			(25,074.00)	141,585.40	141,585.40
92-00283-00-RP	(398,268.16)					(398,268.16)			(398,268.16)	3,111,666.37	3,111,666.37
ENG	(19,616.27)					(19,616.27)			(19,616.27)	165,130.36	165,130.36
ROW	(95,725.00)					(95,725.00)			(95,725.00)	95,725.00	95,725.00
93-00295-00-PV						0.00			0.00	1,831,235.35	1,831,235.35
ENG	12,592.96			4,283.35		16,876.31			16,876.31	815,265.07	815,265.07
ROW	(658,772.88)			(4,283.35)		(663,056.23)			(663,056.23)	1,349,578.62	1,349,578.62
93-00295-02-PV	(30,438.92)					(30,438.92)		70,747.21	(101,186.13)	566,855.75	566,855.75
ENG	(85,091.98)		21,006.77			(64,085.21)			(64,085.21)	3,504,611.87	3,504,611.87
ROW	(57,875.00)					(57,875.00)		332,950.00	(390,825.00)	734,788.50	734,788.50
93-00295-03-PV	2,000.00					2,000.00			2,000.00		0.00
ENG	6,875.80					6,875.80			6,875.80	350,889.43	350,889.43
ROW	(527,536.00)					(527,536.00)			(527,536.00)	379,100.37	379,100.37
96-00314-00-RP	(113,087.60)					(113,087.60)			(113,087.60)	2,763,087.60	2,763,087.60
99-00319-00-BR	153,157.13					153,157.13			153,157.13	959,842.87	959,842.87
97-00315-00-RP	(254,918.16)					(254,918.16)			(254,918.16)	3,042,141.55	3,042,141.55
ENG						0.00			0.00	134,751.00	134,751.00
ROW						0.00			0.00	55,627.50	55,627.50
02-00325-00-BR	(25,053.14)					(25,053.14)			(25,053.14)	125,179.00	125,179.00
ENG	(143,011.23)					(143,011.23)			(143,011.23)	150,870.48	150,870.48
81-00230-00-PV						0.00			0.00		143,011.23
97-00315-00-TL	26,853.20					26,853.20			26,853.20		0.00
96-00306-00-SP	(8,103.67)					(8,103.67)			(8,103.67)	98,631.09	98,631.09
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
TOTALS	(2,241,092.92)		21,006.77	0.00	0.00	(2,220,086.15)	0.00	403,697.21	(2,623,783.36)	20,519,574.41	20,519,574.41

Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

CITY OF Bloomington

Audit Period: January 1, 2012 - December 31, 2012

Audit Report No. 74

Section	Balance	Total Amount	Adjustments	Other	Total Funds	Total	Surplus to	Unexpended	Prev. Accumulated	Total Accumulated
	Prev. Audit	Authorized		Receipts	Available	Disbursements	Unobligated Balance (Credits)	Balance	Disbursements	Disbursements
02-00328-00-PV	(45,135.33)				(45,135.33)			(45,135.33)	45,135.33	45,135.33
ENG					0.00			0.00		0.00
02-00328-00-TL	438,858.07				438,858.07			438,858.07	357,704.15	357,704.15
ENG					0.00			0.00	10,008.85	10,008.85
03-00327-00-TL	(11,927.02)				(11,927.02)			(11,927.02)	11,927.02	11,927.02
03-00330-00-TL	(69,372.08)				(69,372.08)			(69,372.08)	189,372.08	189,372.08
05-00332-00-PV	581,891.48				581,891.48	294,395.78		287,495.70	2,193,803.51	2,488,199.29
ENG	(24,363.26)				(24,363.26)			(24,363.26)	158,065.65	158,065.65
06-00336-00-PV					0.00	914,583.29		(914,583.29)		914,583.29
ENG	(72,468.47)				(72,468.47)	9,202.14		(81,670.61)	121,018.51	130,220.65
07-00339-00-BD	(2,621.05)				(2,621.05)			(2,621.05)	26,406.80	26,406.80
09-00344-00-RS	15,549.01				15,549.01			15,549.01	30,450.99	30,450.99
10-00346-00-RS	(134,175.02)				(134,175.02)			(134,175.02)	654,175.02	654,175.02
ENG	(19,500.00)				(19,500.00)			(19,500.00)	19,500.00	19,500.00
10-00347-00-PV					0.00			0.00		0.00
ENG	10,069.22				10,069.22	175,405.37		(165,336.15)	74,635.78	250,041.15
11-00348-00-PV		892,100.00			892,100.00	564,816.10		327,283.90		564,816.10
ENG	(92,100.00)				(92,100.00)			(92,100.00)	92,100.00	92,100.00
12-00349-00-PV		1,046,725.75			1,046,725.75	512,653.16		534,072.59		512,653.16
12-00350-00-TL					0.00	6,500.18		(6,500.18)		6,500.18
ENG					0.00			0.00		0.00
06-00336-00-PT					0.00			0.00		0.00
ENG	(8,181.49)				(8,181.49)			(8,181.49)	8,181.49	8,181.49
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
TOTALS	566,524.06	1,938,825.75	0.00	0.00	2,505,349.81	2,477,556.02	0.00	27,793.79	3,992,485.18	6,470,041.20

Summary of Motor Fuel Tax Fund Transactions
By Sections and Categories

CITY OF Bloomington

Audit Period: January 1, 2012 - December 31, 2012

Audit Report No. 74

Section	Balance	Prev. Audit	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
Other Category						0.00			0.00		0.00
3RD j/n PROGRAM					325,593.00	325,593.00		325,593.00	0.00		0.00
fy12 high growth					64,546.00	64,546.00		64,546.00	0.00		0.00
fy 13 high growth					64,508.00	64,508.00		64,508.00	0.00		0.00
						0.00			0.00		0.00
Interest						0.00			0.00		0.00
2011	2,192.01					2,192.01		2,192.01	0.00		0.00
2012					4,495.51	4,495.51		4,495.51	0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
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						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
TOTALS	2,192.01		0.00	0.00	459,142.51	461,334.52	0.00	456,839.01	4,495.51	0.00	0.00

<u>MFT Legend for project numbers</u>	
82-00240-00-PV	MLK: Washington to Oakland
92-00283-00-RP	E Lincoln: Bunn to Morrissey
93-00295-00-PV	Hamilton Rd: Morris to Veterans Pkwy to Beich
93-00295-02-PV	Hamilton Rd: Greenwood to Timberlake
93-00295-03-PV	Hamilton Rd: Timberlake to Main
96-00314-00-RP	E Washington: Clinton to Colton
99-00319-00-BR	Morris Ave Bridge - Goose Creek
97-00315-00-RP	Airport Rd: Gill St to Empire
01-00325-00-BR	Fell Ave Bridge over Sugar Creek
81-00230-00-PV	Morris Ave: Six Points Rd to Veterans Pkwy Intersection
97-00315-00-TL	??Airport Rd: Gill to Empire
96-00306-00-SP	White Oak & MLK Intersection
02-00328-00-PV	Olive St: Mason to Center
	Front St: Oak to Madison
	Lee St: Taylor to Jefferson
02-00328-00-TL	Arena St Improvements: Madison & East
03-00327-00-TL	Market & I55/74 Ramp & Signal Mod
03-00330-00-TL	MacArthur & Main, MacArthur & Center Signals
05-00332-00-PV	Mitsubishi Motorway: Six Points Rd to Sugar Creek
06-00336-00-PV	Lafayette: Maple to Morrissey
07-00339-00-BD	Building Demolition: E Lincoln St
09-00344-00-RS	Lincoln: Main to Mercer & Ireland
	Grove Rd: Bridge to Dover Resurfacing
10-00346-00-RS	Gen Maintenance Resurfacing 2010 - 2011
10-00347-00-PV	Hershey Rd Extension: Hamilton to 750' South
11-00348-00-PV	Country Club Place Reconstruction & Street Lights
12-00349-00-PV	Morris Ave: Tanner to Six Points Road
12-00350-00-TL	Veterans Pkwy Traffic Signal UPS Installation
06-00336-00-PT	?? (nothing, no PT code)



FOR COUNCIL: August 12, 2012

SUBJECT: Formal Bid Waiver for the purchase of single source water meters and related accessories for the Water Department's FY 2014 Water Meter Installation Program

RECOMMENDATION/MOTION: That the formal bid process be waived, and staff be authorized to purchase water meters and related accessories from Ferguson Waterworks, the authorized Neptune water meter supplier for this area, at the prices specified.

STRATEGIC PLAN SIGNIFICANCE: Objective 4 – City Services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City of Bloomington has utilized a variety of water meters manufactured by different companies during the last 100 years. Over that time, the City has been able to judge the positive and negative attributes of various meter brands. For at least the last 20 years, the City has standardized upon the Neptune brand of water meter, manufactured by Neptune Technology Group, Incorporated, a meter company that has been manufacturing water meters for over 120 years. The City has standardized on the Neptune brand of meter due to its reliability, technological innovation, product support, backward compatibility, accuracy and price.

During the period of time that water meters were simple analog devices (from the 1880's to the mid-1960's) water utilities could utilize any brand of water meter provided the water meter met the utility's or industry's standards. In essence, water meters were a commodity of which there were very few differences from one meter brand to another. A water utility could have had numerous meter brands throughout its system and since water meters were simple devices that were manually read, it made very little difference what the brand was utilized. This is why water meters had been bid through the years and one year's lowest priced meter may not be the next years lowest priced meter. The most glaring negative in this situation is that a utility had to stock numerous spare parts for the different brands of meters in its system and its personnel had to master a level of proficiency in repairing various meter brands.

Since the 1960's and certainly with the major advances in the 1990's, metering technology, particularly in the areas of data collection and transmission has caused a major divergence in meter brands. Currently, water metering technology varies greatly from one manufacturer to another as different technologies and proprietary components are used, particularly in the areas of communication of meter reading information. Simply put, different brands of water meters do not communicate well, if at all, with one another.

Therefore, many utilities have settled upon a particular brand of meter and negotiated the price of the water meters and the related accessories. That is what the City has done for at least 20 years. The City cannot competitively bid water meters of different brands and integrate them into the existing system.

The City embraced the emerging technology of radio frequency (RF) transmitting data collectors on water meters and the resultant efficiencies of reduced personnel needed for meter reading through City Council action on February 28, 2005, specifically identifying Neptune as the manufacturer of water meters to be used by the City. The Water Department has been installing RF transmitting data collectors on its water meters since that time and is approximately 80%

deployed (approximately 23,500 RF units installed on 31,000 total water meters). The City has reduced its meter reading force by two employees over that time and now has only one meter reader remaining and that last position will be phased out within three years.

The Water Department, is requesting the waiving of the formal bidding process and the authorization of the purchase of Neptune Water meters and the related accessories listed in the attached price list for its FY 2014 water meter program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Water meter and ancillary components are listed in the approved 2014 Budget Book titled “Other Funds and Capital Improvement Program” in the amount of \$1,300,000 as shown in line item 50100150-71730 on page 154. \$250,000 has already been spent in this fiscal year leaving a balance of \$1,050,000 to be spent in the remainder of the fiscal year. Virtually all of this line item will be spent on Neptune meters and ancillary components.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings
Water Director

Reviewed by: Barbara J. Adkins
Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Pricing

Motion: _____ Seconded by: _____

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



FERGUSON WATERWORKS #2728
 1694 91ST E AVE NE
 BLAINE, MN 55449-4311

Deliver To: nodonoghue@cityblm.org
 From: Paul Nicholas Drew
 Comments:

15:27:32 AUG 05 2013

FERGUSON WATERWORKS #2516

Price Quotation

Page # 1

Phone : 763-560-5200

Fax : 763-560-1799

Bid No.....: B015572

Bid Date.....: 08/05/13

Cust 309-434-2334

Quoted By.: PND

Terms.....: NET 10TH PROX

Customer: CITY OF BLOOMINGTON
 METERS
 WATER DEPARTMENT
 603 W DIVISION ST
 BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
 METERS
 WATER DEPARTMENT
 603 W DIVISION ST
 BLOOMINGTON, IL 61701

Cust PO#...: METER QUOTE 2013

Job Name: METERS

Item	Description	Quantity	Net Price	UM	Total
	RESIDENTIAL METERS/ACC				

NED2B11RDF1	5/8X3/4 MTR R900I CF	1	185.000	EA	185.00
NRD2F11	REG ECDR R900I INSIDE CF 5/8 T10	1	155.000	EA	155.00
NED2C11RDF1	3/4 T10 MTR R900I CF	1	240.000	EA	240.00
NRD2F21	REG ECDR R900I INSIDE CF 3/4 T10	1	163.000	EA	163.00
NED2F11RDF1	1 T10 MTR R900I CF	1	303.730	EA	303.73
NRD2F31	REG ECDR R900I INSIDE CF 1 T10	1	169.000	EA	169.00
NED2H11RDF1	1-1/2 T10 MTR R900I CF	1	570.590	EA	570.59
NRD2F41	REG ECDR R900I CF 1-1/2 T10	1	175.000	EA	175.00
NED2J11RDF1	2 T10 MTR R900I CF	1	720.020	EA	720.02
NRD2F51	REG ECDR R900I INSIDE CF 2 T10	1	175.000	EA	175.00

	COMPOUND METERS				

NEC2ARWF1	2 HP T/F CMPD ECDR R900I CF	1	1869.230	EA	1869.23
NRW5F11	REG ECDR R900I CF 2 HP TURBINE	1	192.310	EA	192.31
NRW2F11	ECDR R900I CF 5/8 T-10	1	178.570	EA	178.57
NEC3BRWF1	3 CMPD ECDR R900I CF PIT	1	2587.690	EA	2587.69
NRW3F21	REG ECDR R900I CF 3 T/T PIT	1	198.410	EA	198.41
NEC3CRWF1	4 T/F CMPD ECDR R900I CF PIT	1	3412.310	EA	3412.31
NRW3F31	REG ECDR R900I PIT CF 4 T/T	1	204.920	EA	204.92
NEC3DRWF1	6 T/F CMPD ECDR R900I CF PIT	1	5584.620	EA	5584.62
NRW3F41	REG ECDR R900I PIT CF 6 T/T	1	204.920	EA	204.92

	TURBINE METERS				



15:27:32 AUG 05 2013

Phone : 763-560-5200

Fax : 763-560-1799

Reference No: B015572

Item	Description	Quantity	Net Price	UM	Total
NET4ARWF1	2 HP TURBINE ECDR R900I PIT CF	1	838.460	EA	838.46
NRW5F11	REG ECDR R900I CF 2 HP TURBINE	1	178.570	EA	178.57
NET4BRWF1	3 HP TURBINE ECDR R900I PIT CF	1	1253.850	EA	1253.85
NRW5F21	REG ECDR R900I PIT CF 3 HPT	1	183.820	EA	183.82
NET4CRWF1	4 HP TURBINE ECDR R900I CF	1	1630.770	EA	1630.77
SP-NRW5F31	REG 4 HP TURBINE R900I CF PIT	1	192.310	EA	192.31
NET4DRWF1	6 HP TURBINE ECDR R900I PIT CF	1	2938.460	EA	2938.46
NRW5F71	REG ECDR R900I CF 6 HPT W/ SEAL PIN	1	198.410	EA	198.41

	STRAINERS/ACC				

N53120000	2 BRZ STRN F/ MTR	1	469.230	EA	469.23
N53107000	3 BRZ STRN F/ MTR	1	674.310	EA	674.31
N53107100	4 BRZ STRN F/ MTR	1	995.380	EA	995.38
N52000201	6 BRZ STRN F/ MTR	1	1692.310	EA	1692.31

Net Total:	\$28535.20
Tax:	\$0.00
Freight:	\$0.00
Total:	\$28535.20

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.



FOR COUNCIL: August 12, 2012

SUBJECT: Analysis Bid for Kitchen Remodel Project at Station #2, located at 1911 E. Hamilton Rd

RECOMMENDATION/MOTION: That the bid for Station #2 Kitchen Remodel Project be awarded to Anderson, in the amount of \$40,350, and Purchasing Agent be authorized to issue a Purchase Order for same.

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

BACKGROUND: Fire Station #2 located at 1911 E. Hamilton Rd, was designed as a two company Fire Station serving the Southern portion of the City. The Station was constructed in 1998. Presently, 6 personnel are assigned here each 24 hour shift.

The overall condition of this Station is good, but there are some renovations that are needed based on use and age. One of the areas of need is the kitchen. The heavy use of this area along with use of less durable materials in the initial construction has led to the deterioration of the cabinets and countertops in the Station (see attached). The objective of the RFP was to use materials better suited to a commercial environment while being cost effective.

The project was released as an RFP (Request for Proposals) on 1/22/13. A non-mandatory pre-bid conference was held at Station #2 on 2/5/13. There were 18 individuals (including 4 City staff) present at the meeting (see attachment). Bids were due to the City by 2/26/13 at 1300 hrs. The City Clerk received two proposals and these were evaluated for compliance by the Purchasing Agent. Of the two, only one was complete and complied with the City's requirements. The sole vendor was invited in for an interview with Staff from Fire and Purchasing on 3/21/2013. This proposal was evaluated by Fire Department Staff, including personnel assigned to the location, and was found to meet the needs for the project. The renovation consists of replacement of all existing cabinetry, countertops and flooring, resetting of all appliances and sink, and painting as well as a new solid surface counter in the watch booth area.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2014 General Fund and Capital Improvement Budget appropriated \$50,000 for the renovation of the kitchen at Fire Station #2 with \$30,000 in line 10015210-79990 and \$20,000 in 40100100-72520. The total cost for the renovation is \$40,350, which is \$9,650 or 19.3% below the appropriated budget. Stakeholders may locate this purchase in the FY 2014 General Fund Budget Document on Page #277 and in the FY 2014 Other Funds and Capital Improvement Program on page #106.

Respectfully submitted for Council consideration.

Prepared by: Michael Kimmerling, Fire Chief

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Pictures

Motion: _____ Seconded by: _____

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

Fire Station #2 Kitchen—tile damage



Fire Station #2 Kitchen—damage



Watchbooth



07/12/2013 11:42 AM





FOR COUNCIL: August 12, 2013

SUBJECT: Purchase and Installation of DuraSAFE Rubber Tile Surfacing for Holiday Park Playground

RECOMMENDATION/MOTION: that the purchase and installation of DuraSAFE Plus rubber tiles from SofSurfaces be approved, in the amount of \$46,725.02, and the Purchasing Agent be authorized to issue a Purchase Order for the same.

STRATEGIC PLAN SIGNIFICANCE: Goal 2 – Upgrade City Infrastructure and Facilities; 2d – Well-designed, well maintained City facilities emphasizing productivity and customer service; Goal 4 – Strong Neighborhoods; 4d – Improved neighborhood infrastructure; Goal 5 – Great Place – Livable, Sustainable City; Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: In 2007, Staff combined two playground renovation projects at Miller Park and Holiday Park. A new square, rubber tile system, called SofTILE made by SofSurfaces, was chosen for the playground surfacing at both locations. City Park Maintenance staff installed these rubber tiles at both park locations.

Over the course of the next few years, the SofTILE squares at Miller Park began to fail due to some manufacturing defects in the SofTILE. After unsuccessfully trying replacement of SofTILE squares under warranty, Staff worked with the manufacturer, SofSurfaces to have the entire playground surfacing at Miller Park replaced with a new and improved rubber tile, DuraSAFE. This was completed in Spring 2012 and the new product has worn very well with no defects or problems noted.

The SofTILE squares at Holiday Park have been much slower to show similar failures. Staff believes the reason for this is the amount of use at Holiday Park is greatly less than that at Miller Park. Staff again has worked with SofSurfaces to install warranty replacement SofTILE squares at Holiday Park. However, during inspection and warranty replacement an additional problem of the seams separating between the tiles on the west one-third of the playground surfacing. Upon inspection it was determined that our staff installation of the SofTILES was incorrect and is the cause for the seam separation. This keeps these tiles out of a warranty claim. Due to safety and liability concerns, the west one-third of the playground is currently closed.

SofSurfaces is willing to replace the failed tiles with warranty replacement SofTILE squares, however the tiles that have separated along the seams are not covered under warranty. These tiles would have to be purchased at full price. SofSurfaces has agreed to offer a 60% discount towards the purchase and installation (by SofSurfaces personnel) of the new and improved DuraSAFE tile for the entire playground surface. Staff is recommending accepting this offer. The DuraSAFE tile has proven to be a better, more durable product than the SofTILE squares. Although state law gives the City legal immunity from liability for injuries occurring on City property used for recreational purposes, the City staff desires to make the playing surfaces as safe as reasonably possible for persons using the parks.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: SofSurfaces, All Inclusive Recreation, Corporation Counsel

FINANCIAL IMPACT: This FY 2014 Budget did not include an appropriation for this expenditure within the Parks Maintenance budget (account # 10014110-72140). Staff plans to finance the \$46,725.02 through savings in other line items within the Parks Maintenance Budget. Two mowers that were budgeted to be replaced (Kubota unit #s 797&711 in the amount of \$30,000.00) do not need to be purchased this year as these two units were replaced by a donation from Bridgestone Firestone. Miller Park bathroom remodel (account# 100014110-70550) in the amount of \$10,000.00 will be pushed to the following year. Tipton Park and Miller Park fountains (account # 10014110-70550) were budgeted for \$15,000.00 and were purchased for \$8,580.00 a savings of \$6,420. The remaining \$305.02 will come from the General Operating Budget. The Parks Maintenance budget may be found within the FY 2014 General Budget Document on Page #207.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Quotation
Attachment 2. Photos

Motion: _____ Seconded by: _____

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

Quotation

10-Apr-13

Quote No.: Q82085-1



Attn: Renee Beard
Customer: All Inclusive Rec
Address: 1315 West Elm Street
City/State: Chillicothe, IL 61523

Project: Holiday Park (1)
Phone: 309 361 3364
Fax: 309 414 8238
E-mail: renee@allinclusiverec.com

Project Contact:
Phone / Fax:

Contact SSI:
 800.263.2363 / Fax 519.882.2697


Area No. 1 of 1 - Holiday Park (1) (Holiday Park)

Installation Site: Holiday Park		Ship To: Holiday Park		Quote Type: DuraSAFE Installed, Surface Mount	
Address:		Address:		Sub Base Type: Concrete (cured 10 days)	
City / State: Bloomington, IL		City / State: Bloomington, IL		Area (Sq. Ft.): 5619	

Unit	Qty.	Color	Description	Thickness	Drop Height	Weight	List Price	Total Weight	Total List	Unit Cost
Each	1479	Terra Cotta	DuraSAFE "Plus"	3.25"	8.0'	29.43	\$43.10	43526.97	\$63,744.90	\$17.24
Each	165		Adhesive - Tile to Tile			1.65	\$8.35	272.25	\$1,377.75	\$8.35
Each	8		Bostik Greenfusion Adhesive - Tile to Base			55.00	\$155.00	440.00	\$1,240.00	\$155.00
Each	33		Polyurethane Foam Sealant (Handi Foam)			1.17	\$5.75	38.61	\$189.75	\$5.75

Pallets: 18 Weight: 45809 Shipping Options: Need Van <i>Standard Terms are Net 30 Days subject to Credit Approval. Finance charges are 1.5% per month on overdue accounts. SSI wishes to remind you that our Quotation Department has been established for the purpose of assisting you in providing your client with as accurate a quotation as possible. We must emphasize however, that our function is that of assisting. The final responsibility of determining the exact material requirements, rests with you, our dealer. Therefore, please check all measurements, calculations and prices for accuracy and to ensure they align with your clients understanding of the project. Forklift rental is included; security and waste container are not; contact SSI if changes are required.</i>	Total List Price: \$66,552.40 Associate Discount 60.00% (\$38,246.94)
	Total (After Trade Discounts): \$28,305.46 Installation: \$16,210.56 Shipping and Handling Charge: \$2,209.00 Total in USD Funds: \$46,725.02 Cost per sq.ft.: \$8.32

Undersigned for All Inclusive Rec accepts the terms and conditions which apply to this quotation.




WARRANTY
Materials & Workmanship
Impact Attenuation

X

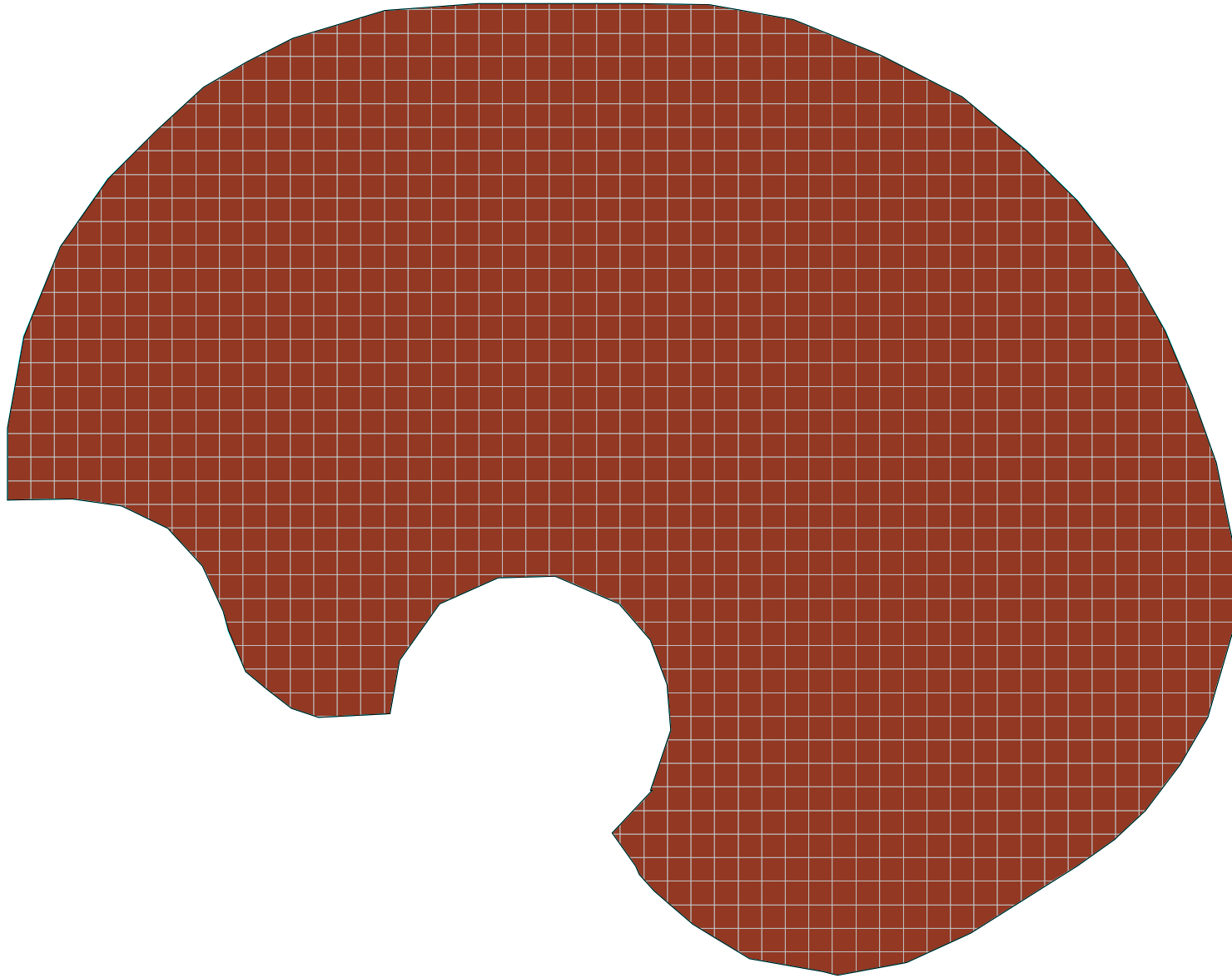
SIGNED _____
 Renee Beard

DATE _____



Quote valid for 60 days.

Tile Layout - Area N° 1 - Holiday Park (1) (Holiday Park)









FOR COUNCIL: August 12, 2013

SUBJECT: Analysis of Bid for One (1) 2014 Ford E450 Chassis with an Elkhart Coach ECII Body for the Recreation Division of the Parks, Recreation and Cultural Arts Department

RECOMMENDATION/MOTION: That the bid for a 2014 Ford E450 Chassis with an Elkhart Coach ECII Body be awarded to Midwest Transit Equipment, Inc., Kankakee, IL, in the amount of \$39,328.00, and the Purchasing Agent be authorized to issue a Purchase Order for same.

STRATEGIC PLAN SIGNIFICANCE: Strategic Goal 5 – Great Place – Livable, Sustainable City.

BACKGROUND: The Recreation Division of the Parks, Recreation and Cultural Arts Department has a 2005 Ford E450 Chassis with a 14 Passenger Eldorado Bus Body. This unit is scheduled for replacement in Fiscal Year 2014. This unit has over 82,000 miles. It is used for Special Opportunities Available in Recreation (S.O.A.R.) programs as well as for Parks & Recreation programs. The S.O.A.R. and Recreation programs both provide transportation to a large number of their programs. They are currently using the van 4 - 5 times a week. Individuals involved in the S.O.A.R. and Recreation programs have mental and/or physical disabilities. Some of the participants require wheelchairs therefore wheelchair lift is needed. In addition to in-town transportation, the van is used to transport the S.O.A.R. athletes to out-of-town Special Olympics competitions and for out-of-town special events. The 55+ Parks & Recreation programs and the youth programs also use the van for in-town and out-of-town programs. The Parks, Recreation and Cultural Arts Department Fiscal Year 2014 Budget 10014112-72130 Recreation Division has \$58,000.00 budgeted for replacement of this unit. The old unit will be disposed of as a trade-in on this bid.

An invitation to bid was sent out and was opened on July 17, 2012 at 11:00AM. The results were as follows:

Vendor	Addendum	Bid New Unit	Trade-in Amount	Total Bid
Midwest Transit Inc.	Yes	\$49,728.00	\$10,400	\$39,328

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2014 Capital Lease 40110130-72130(Capital Lease-Licensed Vehilce) has \$58,000 budgeted for replacement of this unit. The City will be reimbursed for the purchase and then pay corresponding ½ year debt service payment budgeted at \$6,322 in FY 2014. Stakeholders can find this item in the FY 2014 budget book titled “Other Funds and Capital Improvement Program” on page 112.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

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



FOR COUNCIL: August 12, 2013

SUBJECT: Ashley Furniture Assignment of Sales Tax Incentive

RECOMMENDATION/MOTION: That the Assignment of a Sales Tax Incentive previously granted to Ashley Furniture, in an amount not to exceed \$150,000, be approved and the Mayor and City Clerk by authorized to execute the necessary documents.

STRATEGIC PLAN SIGNIFICANCE: Goal 3. Grow the Local Economy; Objective 3.a: Retention and growth of current local businesses; Objective 3.d: Expanded retail businesses; Objective 3.e: Strong working relationships among the City, businesses, economic development organizations

BACKGROUND: To assist in funding the Ashley Home Furniture Store location in Bloomington, the owner of the store (Michael Bruegge) has been approved for a \$150,000 loan with the First National Bank in Carlyle. In order to provide additional security for the loan, it is the intent of the First National Bank in Carlyle to take an Assignment on the Economic Incentive Agreement between Bruegge & Co., Inc. and The City of Bloomington executed on June 19, 2012. Under the terms of this agreement, Mr. Bruegge would receive a portion of the new sales tax revenue generated by the Ashley Furniture Store, an amount not to exceed \$150,000.00. Mr. Bruegge has requested the City of Bloomington approve Assignment of the Economic Incentive Agreement to the First National Bank in Carlyle and that all proceeds from the Economic Incentive Agreement be made payable to Bruegge & Co., Inc. and The First National Bank in Carlyle.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Special Counsel Kathleen Field Orr of Kathleen Field Orr & Associates, Michael Bruegge of Bruegge & Co., Inc., Chris Maschhoff of the First National Bank in Carlyle

FINANCIAL IMPACT: Under the terms of the Economic Incentive Agreement executed on June 19, 2012, only new incremental revenue in an amount not to exceed \$150,000 will be provided to Mr. Bruegge in the form of a sales tax rebate. As the funds are currently assigned to Mr. Bruegge, a new Assignment of these funds to the First National Bank in Carlyle will not have a direct financial impact on the City.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Assignment and Agreement
Attachment 2. Resolution
Attachment 3. Letter of Request for Assignment from Mr. Bruegge
Attachment 4. Economic Incentive Agreement with Ashley Furniture

Motion: _____ Seconded by: _____

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

ASSIGNMENT AND AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bruegge & Co., an Illinois corporation (“*Assignor*”) hereby sells, assigns, transfers and sets over unto The First National Bank in Carlyle, Illinois (“*Assignee*”), its successors and assigns, all of Assignor’s right, title and interest in all revenues due to the Assignor under that certain Economic Incentive Agreement entered into by Assignor and the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the “*City*”), approved June 19, 2012, by Ordinance No. _____. The foregoing assignment as contemplated under this Assignment is pursuant to Section 8 of said Economic Incentive Agreement.

Assignee does hereby accept the foregoing Assignment on the condition that the Assignor retains all responsibility to perform the obligations of the “Developer” under the Economic Incentive Agreement. The Assignor hereby acknowledges its sole responsibility to perform all such obligations under said Economic Incentive Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the ____ day of _____, 2013.

ASSIGNOR:

BRUEGGE & CO., an Illinois corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

The First National Bank in Carlyle, Illinois

By: _____

CITY CONSENT:

The City of Bloomington hereby consents to the foregoing Assignment.

CITY OF BLOOMINGTON, MCLEAN COUNTY, an
Illinois municipal corporation

Mayor

Resolution No. _____

**RESOLUTION APPROVING AN ASSIGNMENT OF THE
ECONOMIC INCENTIVE AGREEMENT**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the City has been requested to approve and the City is prepared to approve a certain assignment of all of the right, title and interest of Bruegge & Co., an Illinois corporation (the “Developer”) in and to all of the revenues due to the Developer pursuant to that certain Economic Incentive Agreement by and between the City and the Developer approved June 19, 2012, by Ordinance No. _____.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, that the Assignment of the Economic Incentive Agreement of the revenues due to the Developer in the form attached hereto and made a part hereof are hereby approved and the Mayor is authorized to execute and deliver said Agreement.

ADOPTED this _____ day of _____, 2013.

APPROVED:

Mayor

Attest:

City Clerk

July 15, 2013

Justine Robinson
Economic Development Coordinator
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Re: Bruegge & Co. Assignment of Economic Incentive Agreement

Dear Justine:

To assist in funding my Ashley Home Furniture Store location in Bloomington I have been approved for a \$150,000 loan with The First National Bank in Carlyle, it is the intent of the Bank to take an Assignment on the Economic Incentive Agreement between Bruegge & Co., Inc. and The City of Bloomington executed on June 19, 2012.

I am requesting that The City of Bloomington approve Assignment of the Economic Incentive Agreement to the First National Bank in Carlyle and that all proceeds from the Economic Incentive Agreement be made payable to Bruegge & Co., Inc. and The First National Bank in Carlyle.

Should you have any questions regarding the bank's requirements feel free to contact Chris Maschhoff at 618-594-2491 or 618-314-6597. I appreciate your attention to this matter.

Sincerely,

Michael Bruegge
Bruegge & Co., Inc.

ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
BRUEGGE & CO., INC.

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this 19 day of June 2012, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the "City"), and Bruegge & Co., Inc., 602 West Anthony Drive, Champaign, Illinois, an Illinois corporation (the "Developer").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the "Corporate Authorities") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating

buildings and/or deteriorating common areas which factors, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that Colonial Plaza, located in the vicinity of Route 55 and Empire Street, is an important commercial center of the City and its operation and condition is essential to the retail business strength of the City; and,

WHEREAS, the Developer has approached the City with a proposal to rent a large space at Colonial Plaza which has been vacant for several years for the purpose of operating a new retail business to sell furniture and home furnishings and décor, doing business as Ashley Furniture and to enter into lease for a term of ten (10) years; and,

WHEREAS, the Developer has advised the City that in order to proceed to occupy the 27,528 square feet at Colonial Plaza (the "*Premises*"), it shall be required to undertake substantial improvements thereto (the "*Project*") and incur extraordinary costs for the necessary improvements to the Premises as are required for its retail operation and therefore has requested assistance from the City to finance such extraordinary costs; and,

WHEREAS, in order to induce the Developer to proceed with the Project, the owner of Colonial Plaza is also prepared to make significant improvements to the common areas, which improvements, when coupled with the addition of the Developer's operation, shall significantly address and eliminate those factors which contribute to the decline of an area; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake significant improvements on the part of the Developer and the owner of Colonial Plaza and have determined that it is in the best interest of the City and the health, safety and welfare of its residents, for the City to provide some financial assistance to the

Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. The Project.

A. On or before July 31, 2012 the Developer covenants and agrees to enter into a lease of the Premises for a term of no less than ten (10) years and proceed with the construction of the Project which shall require an investment by the Developer in the Premises of an amount in excess of \$500,000.

B. The Developer covenants and agrees to commence operation of retail furniture and home furnishings and décor business on or before January 1, 2013, unless delayed by Force Majeure as described in Section 7 below and further covenants and agrees to continue to operate for a period not less than ten (10) years.

C. The Developer covenants and agrees that it shall employ at the Premises no less than fifteen (15) full time positions and no less than four (4) part-time positions throughout the term of this Agreement.

Section 3. Construction of the Project.

On or before September 1, 2012, the Developer shall present a plan to the City specifying the improvements to be made to the Premises for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all

applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion and obtain a certificate of occupancy from the City on or before December 1, 2012.

Section 4. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and Section 3 above, the City hereby covenants and agrees to annually reimburse the Developer fifty percent (50%) of Municipal Use and Occupation Taxes distributed to the City pursuant to the Use Tax Act and the Retailers' Occupation Tax Act of the State of Illinois (the "*Municipal Sales Taxes*") by the Illinois Department of Revenue generated from the retail operation of the Developer at the Premises commencing January 1, 2013, for a period of five (5) years or the payment of \$150,000, whichever occurs first.

B. Payment shall be made to the Developer annually on March 1, 2014 and March 1 each year thereafter until the first to occur (i) the Developer has received a total of \$150,000; or, (ii) March 1, 2018.

C. In the event the Developer ceases to operate its retail furniture and home furnishings and décor store at the Premises any time prior to January 1, 2023, the Developer covenants and agrees to repay the City for all amounts paid by the City pursuant to this Agreement. As security for such promise to repay, upon receipt from the City of each payment of Municipal Sales Taxes, the Developer agrees to execute a promissory note in an amount equal to such payment, which note shall be due and payable within thirty (30) days of the cessation of operation of its furniture and home furnishings retail operation at Colonial Plaza; and, in the

event the Developer continues its operation until January 1, 2023, all notes shall be cancelled as if paid in full.

Section 5. Term.

Unless earlier terminated pursuant to Section 16 hereof, the term of this Agreement shall commence on the date of execution and end January 1, 2023, whichever occurs first (the "Termination Date").

Section 6. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 7. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the

party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 8. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 9. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 10. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 11. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Bruegge & Co., Inc.
602 W. Anthony Drive
Champaign, Illinois 61822
Attn: Michael Bruegge

To the City: David Hales, City Manager
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61234

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard
Suite 935
Chicago, Illinois 60604

Section 13. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 14. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 15. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for

employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 16. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

(c) If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

(d) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged

default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(f) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

Section 17. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties

or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

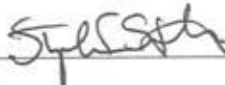
Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

City of Bloomington, McLean County, an Illinois municipal corporation

By: 
Mayor

Attest:


City Clerk

Bruegge & Co., Inc., an Illinois corporation

By: 
President

Attest:


Secretary



FOR COUNCIL: August 12, 2013

SUBJECT: Green Building, LLC Property Tax Abatement

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

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

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

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

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

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

ALDERMANIC COMMITTEE BACKGROUND: Discussed at the June 3, 2013 Administration & Finance Committee Meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: National Development Council, Economic Development Council for the Bloomington-Normal Area, Downtown Bloomington Association, City of Bloomington, Bloomington School District 87, McLean County Illinois Finance Committee, Assessor for the Town of the City of Bloomington, McLean County Chamber of Commerce.

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

As structured, the proposed property tax abatement agreement protects the taxing bodies through a guarantee each taxing body will collect all existing pre-project level of property taxes *plus* an additional increment equal to 76.28592% of the pre-project amount. For example, the City of Bloomington Library collected \$130.93 in 2011; therefore, in the first year of the tax abatement, the Library will collect the pre-project amount of \$130.93 *plus* an additional \$99.88 of the new increment for a total of \$230.81 to be collected by the Library. This will occur during each of the five (5) years during the tax abatement agreement. Upon completion of the five (5) year agreement, each taxing body will collect the full amount of taxes under the new assessment. For example, the City of Bloomington Library will go from collecting \$130.93 in the current year, to \$230.81 during each of the five (5) years under the tax abatement agreement and \$1,078.14 each year following the abatement. (An illustration of the incentive structure is included in the Financial Impact section of this memo.) Again, this approach would allow Green Building to close its financial gap while also maintaining an adequate market return in the initial years of the project.

It is important to note that the amount of abated taxes will vary from taxing body to taxing body, based on the size of each taxing body’s specific levy (an estimate of said breakdown is provided within the Financial Impact section of this memo). As each taxing body will have their own tax abatement agreement, if one or more taxing bodies choose not to participate, this will have no effect whatsoever on taxing bodies that do choose to participate.

The tables below demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

Property Assessment Estimate for Work to be Completed
Table and information provided by the Assessor for the Town of the City of Bloomington.

115 E MONROE	2011 ASSESSMENT	NEW ASSESSMENT
	21-04-194-006	@ COMPLETION OF WORK
LAND	\$18,861	\$18,861
IMPROVEMENTS	\$33,359	\$411,139
TOTAL	\$52,220	\$430,000

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

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

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Tax Abatement Agreement
Attachment 2. Resolution
Attachment 3. Exhibit A – Executed Agreement

Motion: _____ Seconded by: _____

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

TAX ABATEMENT AGREEMENT

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

WHEREAS, the Board of Trustees is a local taxing body; and,

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

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

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

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

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

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

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

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

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

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

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

Commercial and industrial.

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

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

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

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

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

Section 1. The Board of Trustees hereby agrees to adopt a Resolution, in the form attached hereto as *Exhibit A* (the “*Resolution*”), directing the County Clerk to abate that portion of the real estate taxes levied by the Bloomington Public Library against the Subject Property over and above the sum of \$230.81. Said abatement shall be for a period of five (5) years, as stated in the Resolution. The Board of Trustees agrees to adopt and file any other documents that may be required from time to time to effectuate said abatements, including (*if necessary*) annual abatement resolutions.

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

Section 3. The Developer hereby covenants and agrees to submit to the City of Bloomington on or before February 1, 2015, the following items, to-wit: paid invoices (including statements at least monthly for development and general contractor fees), bills, contracts (including the agreement of the parties relative to acquisition of the Subject Property), lien waivers or other evidence as may be requested by the City to demonstrate an investment of no less than \$1,600,000 to complete the Project.

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

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

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

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

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

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

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

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

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

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

To the Developer:
Green Building, LLC
Attn: Robert J. Vericella

125 South Bellemont
Bloomington, Illinois 61701

To the Board of Trustees:
Bloomington Public Library
Attn: Georgia Bouda
205 East Olive Street
Bloomington, Illinois 61701

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

Board of Trustees of the Bloomington Public Library, a local taxing body

By: _____
Mayor

Attest:

City Clerk

Date

Green Building, LLC, a Delaware limited Liability company

By: _____

Attest:

Date

Resolution No. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY, CONDITIONALLY AND PARTIALLY ABATING PROPERTY TAX FOR GREEN BUILDING, LLC

WHEREAS, the Board of Trustees of the Bloomington Public Library (the “Board of Trustees”) is a local taxing district; and,

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

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

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

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

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

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

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

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

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

(1) *Commercial and industrial.*

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Bloomington Public Library, as follows:

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

Section 2. The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied by the Board of Trustees against the Subject Property over and above the sum

of \$230.81 commencing with the 2015 taxes payable in 2016; the 2016 taxes payable in 2017; the 2017 taxes payable in 2018; the 2018 taxes payable in 2019; and, the 2019 taxes payable in 2020; subject, however, to cancellation and termination upon written notice from the City Clerk of a default by the Developer under the Tax Abatement Agreement.

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

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

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

PASSED by the Board of Trustees of the Bloomington Public Library, this _____ day of _____ 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor

Attest:

City Clerk

Exhibit A

Parcel Information Search System					
Display Control					
<p>NOTE: If you plan on printing information, it is best to click the Printer Friendly button before you select items in the Display Control.</p>					
<input checked="" type="checkbox"/> Assessment History <input checked="" type="checkbox"/> Billing and Payment <input type="checkbox"/> Exemption History	<input type="checkbox"/> Forfeiture Information <input checked="" type="checkbox"/> General Information <input type="checkbox"/> GIS Map Information	<input type="checkbox"/> Parcel Photos <input type="checkbox"/> Soil Survey Information	<input type="checkbox"/> Tax Sale and Redemption <input type="checkbox"/> Taxing Body	<input type="button" value="Update Display"/> <input type="button" value="Search Again"/> <input type="button" value="Printer Friendly"/>	
Check the items you want to display and click "Update Display". If an item is greyed out, no information is available for that section.					
Property Details					
Parcel Number	21-04-194-006	Notice Mailing Address			
Township	CITY OF BLOOMINGTON	107 HILLTOP RD			
Property Class	0060 - Improved Commercial	BLOOMINGTON IL 61701			
Tax Status	Taxable	Change of Address Form			
Acres	0.0000	Property Address			
Tax Code	4001	Click the button below for Property Address information.			
Legal Description	SUBN LOT 1,2,3,4,5&6 ORIG TOWN LOT 1,4,5 &8	<input type="button" value="Map The Selected Parcel"/>			
Direct Link to This Parcel	http://webapp.mcleancountyil.gov/webapps/Tax/taxparcelinfo.aspx?parcel=2104194006	Tax Bill Mailing Address			
		Same as Notice Address			
Parcel Assessment Information					
Year	Farm Land	Farm Building	Land/Lot	Buildings	Total
2012 Payable in 2013	\$0.00	\$0.00	\$18,297.00	\$32,360.00	\$50,657.00
2011 Payable in 2012	\$0.00	\$0.00	\$18,861.00	\$33,359.00	\$52,220.00
2010 Payable in 2011	\$0.00	\$0.00	\$18,861.00	\$33,359.00	\$52,220.00
2009 Payable in 2010	\$0.00	\$0.00	\$18,861.00	\$33,359.00	\$52,220.00
2008 Payable in 2009	\$0.00	\$0.00	\$18,455.00	\$32,641.00	\$51,096.00
2007 Payable in 2008	\$0.00	\$0.00	\$17,996.00	\$31,829.00	\$49,825.00
2006 Payable in 2007	\$0.00	\$0.00	\$17,212.00	\$30,443.00	\$47,655.00
2005 Payable in 2006	\$0.00	\$0.00	\$16,858.00	\$29,817.00	\$46,675.00
2004 Payable in 2005	\$0.00	\$0.00	\$16,367.00	\$28,949.00	\$45,316.00
2003 Payable in 2004	\$0.00	\$0.00	\$15,728.00	\$27,820.00	\$43,548.00
2002 Payable in 2003	\$0.00	\$0.00	\$15,728.00	\$27,820.00	\$43,548.00
2001 Payable in 2002	\$0.00	\$0.00	\$15,106.00	\$26,719.00	\$41,825.00

Exhibit A

Parcel Billing Information

Select Tax Year

- | | | |
|---|--|--|
| <input checked="" type="radio"/> 2012 Payable in 2013 | <input type="radio"/> 2009 Payable in 2010 | <input type="radio"/> 2006 Payable in 2007 |
| <input type="radio"/> 2011 Payable in 2012 | <input type="radio"/> 2008 Payable in 2009 | <input type="radio"/> 2005 Payable in 2006 |
| <input type="radio"/> 2010 Payable in 2011 | <input type="radio"/> 2007 Payable in 2008 | <input type="radio"/> 2004 Payable in 2005 |

	1st Installment	2nd Installment	Total
Due Date	June 3, 2013	September 3, 2013	
Taxes	\$1,992.45	\$1,992.45	\$3,984.90
Drainage	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Fees	\$0.00	\$0.00	\$0.00
Amount Paid	\$1,992.45	\$0.00	\$1,992.45
Date Paid	June 7, 2013		
Amount Due	\$0.00	\$1,992.45	\$1,992.45

Payment Options

Pay Online

Print Payment Coupons

Pay by Phone

Sign Up for Direct Debit

Other Payment Options

IMPORTANT CONTACT INFORMATION

McLean County Treasurer & Tax Collector
 309-888-5180 Email: treasurer@mcleancountyil.gov
 General Tax Questions; Real Estate & Mobile Home
 Tax Collection & Payment
 Options; Distribution; Senior Deferral Program;
 Mobile Home Tax Certs

McLean County Supervisor of Assessments
 309-888-5130 Email: assessor@mcleancountyil.gov
 Assessment Questions; All Exemption Questions &
 Applications; Real Estate
 Bill Name and Address Changes

McLean County Clerk
 309-888-5190 Email:
countyclerk@mcleancountyil.gov
 Sold Real Estate Tax Redemptions; Mobile Home
 Exemptions; Mobile Home
 Bill Name and Address Changes

Illinois Department on Aging
 800-624-2459 Email: www.state.il.us/aging
 Illinois Circuit Breaker/Illinois Cares Rx; Senior
 Citizen & Disabled Persons
 Pharmaceutical Assistance

**CALENDAR OF EVENTS FOR TAX YEAR 2012
 PAYABLE 2013**

- 04/26/13**
 Tax bills released & mailed
- 06/03/13**
 1ST Installment Due Date (Per 35 ILCS 200/21-15,
 Interest will be applied at 1.5% per month on
 payments made after this date)
- 09/03/13**
 2nd Installment Due Date (Per 35 ILCS 200/21-15,
 Interest will be applied at 1.5% per month on
 payments made after this date)
- 10/01/13**
 Last day to pay before certified funds are required for
 payment (Per 35 ILCS 200/20-25)
- 10/10/13**
 Last day to pay to avoid publication of delinquent
 taxes in newspaper (Per 35 ILCS 200/21-110).
 Certified funds required
- 10/31/13**
 Last day to pay to avoid tax sale. Certified funds must

Exhibit A

be received in the Treasurer's Office before 4:30 pm.
(Per 35 ILCS 200/21-165)

11/01/13

Property tax sale begins 9 am. (Per 35 ILCS 200/21-205)

Any installment that is postmarked or paid after the due date will be assessed an interest penalty of 1 ½% per month per 35 ILCS 200/21-15 of the Property Tax Code. Additional costs will be due as applicable.

Rebecca C. McNeil

McLean County Treasurer & Tax Collector
115 E. Washington Street, Rm M101 Government Center
Bloomington, IL 61702-2400
Phone (309) 888-5180
Fax (309) 888-5176
Office Hours: 8:00 A.M. – 4:30 P.M. Monday – Friday
Email: treasurer@mcleancountyil.gov



FOR COUNCIL: August 12, 2013

SUBJECT: Reciprocal Reporting Agreement between the Law Enforcement Agencies and the Public School Districts

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

STRATEGIC PLAN SIGNIFICANCE: 4. Strong neighborhoods. A. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: The Juvenile Court Act (705 ILCS 405) requires that law enforcement records involving juveniles be kept confidential except in certain specifically listed circumstances. One of those circumstances permits sharing of information between a law enforcement agency and an appropriate school official provided such sharing of information is pursuant to a reciprocal reporting system established and maintained between the school district and the law enforcement agency. Numerous local officials have collaborated to draft the agreement before you tonight. It lists the circumstances under which law enforcement agencies and schools may share information. The need for such agreements is obvious. The proposed agreement will, in the future, be used by the City staff as a template for similar agreements between the City and private schools. The staff recommends approval of this agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Representatives of the law enforcement agencies and public school districts listed in the agreement.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: J. Todd Greenburg, Corporation Counsel

Reviewed by: R.T. Finney, Chief of Police

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS; BLOOMINGTON PUBLIC SCHOOL DISTRICT NO. 87; BLUE RIDGE COMMUNITY UNIT SCHOOL DISTRICT NO. 18; THE DEWITT / LIVINGSTON / MCLEAN COUNTY REGIONAL OFFICE OF EDUCATION NO. 17; EL PASO GRIDLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 11; EUREKA COMMUNITY UNIT SCHOOL DISTRICT NO. 140; GIBSON CITY – MELVIN – SIBLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 5; HEYWORTH COMMUNITY UNIT SCHOOL DISTRICT NO. 4; LEROY COMMUNITY UNIT SCHOOL DISTRICT NO. 2; LEXINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 7; OLYMPIA COMMUNITY UNIT SCHOOL DISTRICT NO. 16; PRAIRIE CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 8; RIDGEVIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 19; TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3; THE BLOOMINGTON POLICE DEPARTMENT; THE MCLEAN COUNTY SHERIFF’S DEPARTMENT; THE NORMAL POLICE DEPARTMENT; THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY ON BEHALF OF THE ILLINOIS STATE UNIVERSITY LABORATORY SCHOOLS AND THE ILLINOIS STATE UNIVERSITY POLICE DEPARTMENT ONLY, NORMAL, ILLINOIS; THE CITY OF BLOOMINGTON, ILLINOIS; THE COUNTY OF MCLEAN, ILLINOIS; AND THE TOWN OF NORMAL, ILLINOIS REGARDING THE RECIPROCAL REPORTING OF CRIMINAL OFFENSES

This Intergovernmental Agreement (“Agreement”) is entered into by and between Community Unit School District No. 5, McLean and Woodford Counties, Illinois; Bloomington Public School District No. 87; Blue Ridge Community Unit School District No. 18; The DeWitt / Livingston / McLean County Regional Office of Education No. 17; El Paso Gridley Community Unit School District No. 11; Eureka Community School District No. 140; Gibson City – Melvin – Sibley Community Unit School District No. 5; Heyworth Community Unit School District No. 4; Lexington Community Unit School District No. 7; Leroy Community Unit School District No. 2; Olympia Community Unit School District No. 16; Prairie Central Community Unit School District No. 8; Ridgeview Community Unit School District No. 19; Tri-Valley Community Unit School District No. 3 (collectively, the “Schools”); the Bloomington Police Department; the McLean County Sheriff’s Department; the Normal Police Department (collectively, the “Law Enforcement Agencies”); the City of Bloomington, Illinois; the County of McLean, Illinois; the Board of Trustees of Illinois State University on behalf of the Illinois State University Laboratory Schools and the Illinois State University Police Department only; and the Town of Normal, Illinois regarding the reciprocal reporting of information concerning criminal offenses.

RECITALS

WHEREAS, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970;

WHEREAS, the County of McLean is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970;

WHEREAS, Illinois State University is a body corporate and politic of the State of Illinois and a public institution of higher learning as defined in the Board of Higher Education Act (110 ILCS 205/0.01, et seq.; 110 ILCS 675/20-1, et seq.);

WHEREAS, the Town of Normal is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970;

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, units of local government and school districts have the authority to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Illinois State University Law (110 ILCS 675/20-1, et seq.), the Board has the power to enter into contracts with municipalities within which the University or any branch thereof is located, in whole or in part, for such municipality to provide essential services; and

WHEREAS, the Schools, Board of Trustees of Illinois State University on behalf of the Illinois State University Laboratory Schools, and units of local government are public agencies as defined in Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract; and

WHEREAS, the Illinois General Assembly has found that a safe and civil school environment is necessary for students to learn and achieve; and

WHEREAS, pursuant to Section 24-24 of the Illinois School Code (105 ILCS 5/1-1 et seq.), teachers, other certificated educational employees, and any other person, whether or not a certificated employee, providing a related service for or with respect to a student must maintain discipline in the schools,

including school grounds which are owned or leased by the board and used for school purposes and activities. In all matters relating to the discipline in and conduct of the schools and the school children, such persons stand in the relation of parents and guardians to the pupils. This relationship extends to all activities connected with the school program, including all athletic and extracurricular programs, and may be exercised at any time for the safety and supervision of the pupils in the absence of their parents or guardians; and

WHEREAS, pursuant to Sections 10-22.6 and 10-22.10a of the School Code, school authorities may request the assistance of Law Enforcement Agencies for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search produces evidence that the student has violated or is violating either the law, local ordinance, or the school's policies or rules, such evidence may be seized by school authorities and turned over to law enforcement authorities, and disciplinary action may be taken; and

WHEREAS, pursuant to Section 10-21.4a of the School Code, it is the responsibility of school principals to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol; and

WHEREAS, various other sections of the School Code authorize the Schools to work with local law enforcement for the purposes of keeping schools safe and providing education or training; and

WHEREAS, pursuant to Section 10-20.14 of the School Code, parent teacher advisory committees in cooperation with local law enforcement agencies shall develop policy guideline procedures to establish and maintain a reciprocal reporting system between school districts and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, pursuant to Section 10-21.7 of the School Code, the superintendent must report incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack; and

WHEREAS, pursuant to Section 10-27.1A of the School Code, the school principal or his or her designee shall immediately notify a local law enforcement agency upon receiving a report any person has been observed in possession of a firearm on school grounds, other than a law enforcement official engaged in the conduct of his or her official duties; and

WHEREAS, pursuant to Section 10-27.1A of the School Code, the superintendent or his or her designee, upon receipt of a report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, shall report all such firearm-related incidents occurring in a school or on school property to the local law enforcement authorities immediately; and

WHEREAS, pursuant to Section 10-27.1B of the School Code, the superintendent or his or her designee, upon receipt of a report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, shall report all such drug-related incidents occurring in a school or on school property to the local law enforcement authorities immediately; and

WHEREAS, pursuant to Section 22-20 of the School Code, all law enforcement agencies of the State of Illinois and its political subdivisions shall report to the principal of any public school of this State whenever a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense or any violation of a municipal or county ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the principal of developments and the disposition of the matter. The information derived thereby shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school; and

WHEREAS, pursuant to Sections 1-7(A)(8)(A) and 5-905(1)(h)(A) of the Juvenile Court Act of 1987 (705 ILCS 405/1-1 et seq.), and in accordance with a reciprocal reporting agreement, appropriate Schools or officials whom the school has determined to have legitimate educational or safety interests are permitted to inspect and copy and law enforcement agencies are permitted to transmit to such officials law enforcement records concerning a minor enrolled in any school who has been arrested or taken into custody for certain offenses, provided the law enforcement agency or officer believes there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, and provided further that any information about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

1. Reciprocal Reporting Agreement

A. Representatives

The Schools and the Law Enforcement Agencies shall each designate a representative, respectively, to be its point of contact for purposes of this Agreement. The representatives of the Schools and Law Enforcement Agencies, respectively, will arrange periodic meetings as needed. Meetings shall be intended and designed to improve general communication between the parties and share information relevant to criminal activity affecting the educational community.

B. Information Sharing

The Schools and Law Enforcement Agencies agree to share information as provided below. For purposes of this Agreement, the term "School" when applied to the Board of Trustees of Illinois State University shall refer only to the Illinois State University Laboratory Schools.

1. The Law Enforcement Agencies shall report to the Schools:
 - a) Information involving students, staff, or parents that directly affects the safety of any school or any of the students or staff of any school. For purposes of this Agreement, the term "school" or phrase "any school" refer to any school operated by the Schools covered under this Agreement.
 - b) Whenever a child enrolled in any school is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense or any violation of a municipal or county ordinance during school hours or listed in Section 1B1(c) of this Agreement.
 - c) When a student under 18 years of age enrolled in any school has been arrested or taken into custody for any of the following offenses and Law Enforcement Agencies believe there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on any school grounds (705 ILCS 405/1-7(A)(8) and 5-905(1)(h)):
 - 1) A violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/24-1 et seq.);
 - 2) A violation of the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);
 - 3) A violation of the Cannabis Control Act (720 ILCS 550/1 et seq.);
 - 4) A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 including treason, first degree murder, second degree murder, predatory criminal sexual assault of a child, aggravated criminal sexual assault, criminal sexual assault, robbery, burglary, residential burglary, aggravated arson, arson, aggravated kidnaping, kidnaping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement and any other felony which involves the use or threat of physical force or violence against any individual (720 ILCS 5/2-8);
 - 5) A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 – 646/9999);
 - 6) A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 135/0.01 – 135/2);
 - 7) A violation of the Hazing Act (720 ILCS 120/0.01 – 120/10); or
 - 8) A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012.
 - d) When a student 18 years of age or older has been arrested or taken into custody for any felony; criminal offense (felony or misdemeanor) listed in Section 1B1(c) of this Agreement; "narcotics offense" or "sex offense" as defined in Section 21B-80 of the School Code; gang related offense; offense perpetrated against any student or school personnel; or any similar violations of a municipal or county ordinance.
 - e) When any employee of the Schools has been arrested or taken into custody for any felony; criminal offense (felony or misdemeanor) listed in Section 1B1(c) of this Agreement; "narcotics offense" or "sex offense" as defined in Section 21B-80 of the School Code; gang related offense; offense perpetrated against any student or school personnel; or any similar violations of a municipal or county ordinance.
2. The Law Enforcement Agencies may report to the Schools intelligence information involving the safety of any school, students, or staff.

3. Schools shall report to Law Enforcement Agencies:
 - a) Immediately upon receipt of a written complaint from any school personnel of an incident of battery committed against a teacher, administrative personnel, or educational support personnel.
 - b) Immediately upon receipt of a report from any school official, school personnel, or other person that they observed a person in possession of a firearm in any school, on any school grounds, or on any school owned or leased property. For purposes of this Agreement, "school grounds" or "school owned or leased property" includes the real property comprising any school, any conveyance owned, leased, or contracted by a school to transport students to or from school or a school-related activity, or any public way within 1,000 feet of the real property comprising any school.
 - c) Immediately upon receipt of a report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel.
4. Schools may report to Law Enforcement Agencies:
 - a) Whenever any school administrative personnel have reasonable suspicion to believe that a student has committed a criminal offense or violation of a municipal or county ordinance, provided such report is made in compliance with Section 5(d) of this Agreement.
 - b) Whenever any school administrative personnel have reasonable suspicion to believe that a school employee has committed a criminal offense.

5. All reports:
 - a) Should identify the student or school employee by name and describe the circumstances of the alleged criminal activity, except that the Schools may confer with the Law Enforcement Agencies without identifying the student or school employee involved in order to ascertain whether misconduct in a particular case rises to the level of a criminal offense to be reported under this Agreement;
 - b) Should, except where required to be made immediately, be made as soon as possible; and
 - c) When made pursuant to Section 1(c) above:
 - 1) shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings;
 - 2) shall be updated as appropriate to notify the Schools of developments and the disposition of the matter;
 - 3) shall be kept by the Schools separate from the official school record of such child;
 - 4) shall not become a part of the official school record of such child and shall not be a public record; and
 - 5) shall be used solely by the Schools to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.
 - d) When made pursuant to Section 3(a) above must be requested by the Law Enforcement Agencies prior to adjudication of the student by the court. For purposes of this Agreement, the Law Enforcement Agencies hereby make an ongoing and continuing request for information related to criminal offenses and municipal or county ordinance violations suspected to have been committed by students.
6. All information, whether verbal or written, may be disseminated by any representative to any employees of his or her agency, when the representative believes such dissemination is necessary to further the objectives stated in this Agreement.
7. Information may be communicated verbally among the representatives at any time deemed necessary by the representatives. Information may also be verbally communicated among the representatives during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any representative on an as-needed basis. Information in written form may be transmitted among the representatives by any agreed-upon method, including but not limited to, United States mail, hand-delivery, fax, or email; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis.
8. All information provided or shared under this Agreement shall remain confidential and shall be disclosed only to the persons as identified in this Agreement. By entering this Agreement, the Schools and Law Enforcement Agencies certify that any information received pursuant to this Agreement shall not be disclosed to any other party except as provided by law or court order, which includes but is not limited to the bona fide prosecution of students or school employees.
9. The ILLINOIS CRIMINAL CODE, the ILLINOIS JUVENILE COURT ACT, and the ILLINOIS SCHOOL CODE shall be used as the references for needed definitions and interpretations.

2. Effective Date, Renewal, and Termination

This Agreement will be effective as of the date it is signed by the parties hereto and will remain in effect and automatically renew from year to year unless terminated sooner. Any party may terminate its participation in this Agreement upon thirty (30) days prior written notice to the others.

3. Scope of Agreement

Nothing in this Agreement is intended to impose upon any party a duty to report information to any other party which is not otherwise required by law. This Agreement shall not be interpreted as making an obligation of a party mandatory which is otherwise discretionary under the law or vice versa. No party to this Agreement waives any defenses or immunities it otherwise has under the law, including without limitation any immunities under the Sections 2-204 or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act (5 ILCS 350/1, et seq.).

4. Amendment

No change or modification of this Agreement shall be valid unless it is in writing and is signed by all the parties hereto.

5. Assignment

No party to this Agreement may assign this Agreement or its rights or obligations herein.

6. Notices

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of the party set forth below or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

Superintendent
Community Unit School District No. 5
1809 West Hovey Avenue
Normal, IL 61761-4339

Town of Normal
Mayor
11 Uptown Circle
PO Box 589
Normal, IL 61761

Normal Police Department
Chief
11 Uptown Circle
PO Box 589
Normal, IL 61761

Superintendent
Bloomington School District No. 87
300 East Monroe
Bloomington, IL 61701

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

Bloomington Police Department
Chief
305 S East Street
Bloomington, IL 61701-7609

Board of Trustees of Illinois State University
President
421 Hovey Hall
Campus Box 1000
Normal, IL 61790-1000

Superintendent
Blue Ridge CUSD No. 18
411 N John Street
Farmer City, IL 61842

Superintendent
El Paso Gridley CUSD No. 11
97 W. Fifth Street
El Paso, IL 61738

Superintendent
Eureka CUSD No. 140
109 W. Cruger Avenue
Eureka, IL 61530

Superintendent
Gibson City - Melvin - Sibley CUSD No. 5
307 N. Sangamon Avenue
Gibson City, IL 60936

Superintendent
Heyworth CUSD No. 4
522 E. Main Street
Heyworth, IL 61745

Superintendent
Illinois State University Laboratory Schools
Illinois State University
College of Education
Campus Box 5300
DeGarmo 506

Superintendent
LeRoy CUSD No. 2
5500 N 2375 East Road
LeRoy, IL 61752

Superintendent
Lexington CUSD No. 7
Box 67, Wall & Cherry Streets
Lexington, IL 61753

Superintendent
Olympia CUSD No. 16
13593 Burr Oak Road
Bloomington, IL 61704

Superintendent
Prairie Central CUSD No. 19
605 N. Seventh Street
Fairbury, IL 61739

Superintendent
DeWitt / Livingston / McLean County
Regional Office of Education No. 17
200 W. Front Street, Suite 500D
Bloomington, IL 61701

Superintendent
Ridgeview CUSD No. 19
300 S. Harrison Street
Colfax, IL 61728

Superintendent
Tri-Valley CUSD No. 3
410 E. Washington Street
Downs, IL 61736

Chairman
McLean County Board
115 E. Washington Street, Room 401
Bloomington, IL 61701

Sheriff
McLean County Sheriff's Department
104 W. Front Street
Bloomington, IL 61701

7. Governing Law

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

8. Non-waiver of Breach

The failure of any party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach thereof.

9. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10. Enforcement

It is acknowledged and agreed that no party to this Agreement shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the other party. It is further acknowledged and agreed that this Agreement shall not be construed to create a duty owed by any party to any third party. Each party hereto covenants and agrees that the exclusive claims or remedies for breach of this Agreement shall be limited to an action for specific performance or mandamus action or termination of this Agreement. Accordingly, each party hereby waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that such party may have against any other party arising out of the performance or non-performance of any provision of this Agreement by such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf and attested by their duly authorized officers, all on the dates as herein set forth.

COMMUNITY UNIT SCHOOL DISTRICT NO. 5,
McLEAN AND WOODFORD COUNTIES, ILLINOIS

By: _____

Its: _____

Date: _____

TOWN OF NORMAL, ILLINOIS

By: _____

Its: _____

Date: _____

NORMAL POLICE DEPARTMENT

By: _____

Its: _____

Date: _____

BLOOMINGTON PUBLIC SCHOOL DISTRICT NO. 87

By: _____

Its: _____

Date: _____

CITY OF BLOOMINGTON, ILLINOIS

By: _____

Its: _____

Date: _____

BLOOMINGTON POLICE DEPARTMENT

By: _____

Its: _____

Date: _____

BOARD OF TRUSTEES OF ILLINOIS
STATE UNIVERSITY

By: _____

Its: _____

Date: _____

BLUE RIDGE COMMUNITY UNIT
SCHOOL DISTRICT NO. 18

By: _____

Its: _____

Date: _____

EL PASO – GRIDLEY CUSD NO. 11

By: _____

Its: _____

Date: _____

EUREKA CUSD NO. 140

By _____

Its: _____

Date: _____

GIBSON CITY - MELVIN - SIBLEY CUSD NO. 5

By: _____

Its: _____

Date: _____

HEYWORTH CUSD NO. 4

By: _____

Its: _____

Date: _____

LEROY CUSD NO. 2

By: _____

Its; _____

Date: _____

LEXINGTON CUSD NO. 7

By: _____

Its: _____

Date: _____

OLYMPIA CUSD NO. 16

By: _____

Its: _____

Date: _____

PRAIRIE CENTRAL CUSD NO. 8

By: _____

Its: _____

Date: _____

RIDGEVIEW CUSD NO. 19

By: _____

Its: _____

Date: _____

DEWITT / LIVINGSTON / MCLEAN COUNTY
REGIONAL OFFICE OF EDUCATION NO. 17

By: _____

Its: _____

Date: _____

TRI-VALLEY CUSD NO. 3

By: _____

Its: _____

Date: _____

COUNTY OF MCLEAN

By: _____

Its: _____

Date: _____

MCLEAN COUNTY SHERIFF'S
DEPARTMENT

By: _____

Its: _____

Date: _____



FOR COUNCIL: August 12, 2013

SUBJECT: Ratification of Contract with Local 699 American Federation of State, County and Municipal Employees, AFL-CIO (Public Works/Parks) for the period of May 1, 2012 through April 30, 2014

RECOMMENDATION/MOTION: That the Contract be ratified.

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Financially Sound City Providing Quality Basic Services. Objectives: d. City services delivered in the most cost-effective, efficient manner, e. Partnering with others for the most cost-effective service delivery

BACKGROUND: On May 7, 2012, the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that expired on April 30, 2012. A draft of the new Contract language provided to the Union is attached. On July 12, 2013 the parties reached Tentative Agreements on the issues listed below. On July 31, 2013 Local 699 ratified the Tentative Agreements, detailed, in summary, below.

Sick Leave

- Reduced Accelerated Accrual eligibility to one time in an employee's career after August 12, 2013. Limited eligibility for this benefit to one serious health condition and requires employees to deplete all but eighty (80) sick leave hours.
- Ability to use 24 hours of sick leave annually for injury or illness of parent.
- Require doctor's verification for any sick leave usage for a child between the ages of 19-26.
- Increase the requirement for a doctor's note for illness from 2 to 3 days.
- Addition of Sick Leave Abuse Language.
- Ability to run FMLA concurrently with Sick Leave, minimizing employee's time away from work.
- Clarification of consequences if an employee fails to report an absence appropriately.
- Requirement to pay employees at their regular rate of pay if the City requires them to be seen by a physician.

Health Insurance

- Employees will be eligible for the Blue Cross/Blue Shield PPO Well Plan and the Health Alliance HMO Well Plan. The Well Plan raises deductibles from \$250 to \$400. This change was effective January 1, 2013.

Wages

- May 1, 2011 wage table will be increased by 0% on May 1, 2012 and 2% on May 1, 2013 with retroactive pay.
- Base wages reduced for new hires. May 1, 2011 wage table rate at 90% of base will be the new base for employees hired after August 12, 2013. Applicable longevity will apply.
- \$500 signing bonus paid upon ratification of the Agreement.
- Agreement on \$16.00 hourly rate for a new position of Assistant Greenskeeper.

Overtime

- Updated language on distribution of overtime for the Parking and Fleet Division.

On Call Pay

- Addition of on call procedure for weather related events. Employees may be placed on call for a 24 hour period for weather related events. If employees are placed on call and are not called in they shall be paid for two hours at their straight time hourly rate.

Clothing Allowance

- Increased clothing allowance from \$600 to \$750 annually for all employees, excluding the Zoo, Fleet Management and Police employees.
- Increased Zoo employees' Safety Shoe Allowance from \$150 to \$200 per year.
- Increased Fleet Management Technicians annual allowance from \$200 to \$250.

Subcontract Language

- Right to contract out any work City deems necessary in the interest of efficiency, economy, improved work product or emergency.
- Ability to implement the decision prior to the conclusion of impact or effects bargaining.

Other

- Deleted obsolete language on Reclassification of Recycle Truck Driver position.
- Clarification on job continuation language.
- Clarification on accrual of leave time and adjustment of employee's anniversary date if an employee is in an unpaid status in excess of 30 days.
- Allow Fleet Technician's one day per year for ASE and/or EVT certification testing. Reimbursement for the cost of the test when passing score is provided.
- Agreement to change Parking Maintenance position upon retirement to Laborer – Custodian.
- Clarification of language on seniority principle and addition of language on qualifications to perform the work in the event of promotions, demotions and layoffs.
- Addition of procedure to decline temporary elevation.
- Elimination of last continuous date of hire for employees hired after May 1, 2012.
- Changed to a \$10 meal reimbursement without a receipt for those working a 12 hour shift or more.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Local 699.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Gained work productivity with limiting sick leave for children, addition of sick leave abuse language and FMLA running concurrent with Sick Leave.
- Reduction in wage table for new employees hired after August 12, 2013. This will increase costs for year one and two and decrease costs by 10% for year four through the employee's career. The estimated savings for a new employee in the lowest pay classification whose career is 31 years would be \$175,448.
- Increase in wage tables for existing employees by 2% effective May 1, 2013 (with retro). Estimated cost of the 2% (without longevity) is \$124,966.
- Reduced the cost of the City Health Insurance benefit by \$176,847 for 2013.

- \$500 signing bonus for bargaining unit employees on payroll at time of ratification. Estimated 107 employees at \$53,500.
- Potential to increase cost for employees being on call, but will ensure employees are available for weather related events.
- Potential increase in Zoo Shoe allowance by \$250. Estimated 5 employees at \$50.
- Increased Fleet Allowance by \$350. Estimated 7 employees at \$50.
- Increased Clothing Allowance by \$13,800. Estimated 93 employees at \$150.
- Increased the time employees get to longevity steps by using their full-time date of hire versus their last continuous date of hire.
- Increased Fleet training cost and increased employee knowledge base.
- Upon retirement of existing staff, decrease cost of Parking Maintenance staff by 11.5%

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Human Resources Director
 Jim Karch, Public Works Director
 John Kennedy, Parks, Recreation and Cultural Arts Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
 Patti-Lynn Silva, Director of Finance

Legal review by: Lisa Callaway, Clark Baird Smith, LLP
 Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
 City Manager

Attachments: Attachment 1. Draft Agreement with Local 699

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

May 1, 2007¹² - April 30, 2012¹⁴

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AGREEMENT

This Agreement made and entered into this 1st day of May, 2007-2012 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City"), and LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union"):

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois, NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiations in the respect of rates of pay, hours of work and other conditions of employment for all full-time employees in the Department of

Public Service, Works, Department of Fleet Management and the Department of Parks, and Recreation and Cultural Arts, Parking Maintenance Workers, Cultural District and Police Custodians, excluding supervisors, office clerical workers, probationary employees, seasonal employees, part-time employees, and all other employees of the City. For the purpose of calling in employees for overtime and filling job vacancies in the Department of Public Service, Fleet Management employees hired prior to April 30, 2007 will be eligible based on seniority.

Section 1.2. Supervisor. The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 1.3. Rights of Individuals. Nothing contained in this Article shall abridge the rights of individual employees under Illinois law.

Section 1.4. Duties of Supervisors. A supervisor's primary function is the direction of employees provided, however, this shall not prohibit a supervisor from performing experimental work, work performed in connection with instructing and training employees, work required because of accidents and absenteeism or emergencies, or work which, under the circumstances then prevailing, it would be unreasonable to assign to a bargaining unit employee. Work normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision.

Section 1.5. Restricted Duty Status.

When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with pay to other more suitable duties.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Checkoff. Deduction. The City agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City will deduct the requested amount from the employee's pay on a weekly basis. The City will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. Deductions will begin on the first paycheck of the month, partial months will not be deducted. The aggregate deductions of all employees (including employees paying Fair Share Deductions as set forth below) and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the City by the

Union. The Union shall advise the City of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

Section 2.2. Fair Share. Employees who are covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the employer by the Union. Fair share deductions will begin on the first paycheck of the month, partial months will not be deducted. The Union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union, Local 1.

Section 2.3. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judg-

ments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 HOURS OF WORK AND OVERTIME

Section 3.1. Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 3.2. Regular Workweek. The regular workweek shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City. The regular workweek shall consist of five (5) consecutive eight (8) hour workdays. The regular workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period which may be interrupted by a one-half ($\frac{1}{2}$) hour lunch break. Employees granted one-half ($\frac{1}{2}$) hour for lunch will have their regular workday end eight and one-half ($8\frac{1}{2}$) hours from the beginning of their normal shift hours. The present practice of working through lunch and leaving one-half ($\frac{1}{2}$) hour early shall continue.

Section 3.3. Changes in Regular Workday and Workweek. The shifts, workdays, and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

If new permanent shifts, work, workdays or hours are established, employees will be permitted to bid on such new shifts, work, workdays, or hours and consistent with efficient operations, preference will be given to

qualified employees with the most seniority. If there are no bids by qualified employees for the newly established shift or work, then qualified employees with the least seniority will be assigned to the new permanent shift, work, workdays or hours.

The Union may request different starting and quitting times during periods of extreme heat. The hours of work for the Public Service Department shall be from 6:00 a.m. to 2:00 p.m. from Memorial Day to Labor Day. This does not diminish the City of Bloomington's rights to direct the workforce under this Section.

Paychecks will not be made available until the end of the employee's regular shift. Employees working second shift shall receive their paycheck at the beginning of their shift.

Section 3.4. Change in Paydays From Weekly to Bi-Weekly. The City and the Union agrees with the provision, that if all other bargaining units agree to be paid on a bi-weekly pay period, Local 699 employees may also agree to a bi-weekly pay period with a ninety (90) day notice of such change.

Section 3.5 Overtime Pay, Meal Allotment.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Employees who work twelve (12) or more consecutive hours shall receive a meal allowance of up to ten dollars (\$10.00) when accompanied with a receipt. to be paid on their weekly payroll check. In the event meal

allotment money is missed it will be made up on a subsequent payroll. The meal allowance is subject to all applicable deductions.

Section 3.6. Distribution of Overtime Work.

(a) Manner of Distribution.

(1) General. So far as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required. It is further agreed that overtime work will normally be distributed in the division which normally performs the work. Nothing herein shall prohibit the City from assigning overtime work to employees in other divisions if the City has first attempted to assign work to employees in the division which normally performs the work. Distribution will start with the most senior employee qualified to do the work in the job classification and continue down the seniority list; provided, however, if there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the least senior employees in the job classification who are qualified to do such work shall be required to work overtime starting with the least senior of such employees. None of the foregoing shall be construed as to prohibit the City from scheduling and requiring an entire department and/or shift to work overtime.

Assignments or job tasks performed prior to the end of the employee's shift will be considered job continuation. The City shall not be required to break in on work in progress (regardless of the length of time) to include other employees. The City shall not be required to ~~or~~ change an employee's shift in assigning overtime. When calling employees for overtime, the City

shall first call the employees primary number and if applicable leave a message that they have been contacted for overtime, then call the employee's secondary number, if applicable. No message is required when two numbers are provided.

(2) July 4th. In assigning scheduled overtime work on July 4, the Director of Parks and Recreation shall, with the exception of such key persons or positions as he may designate from time to time, assign overtime work on a voluntary basis to qualified employees first in the Parks and Recreation Department, then in the bargaining unit on the basis of seniority. If insufficient personnel voluntarily agree to work overtime, such work shall be assigned on a mandatory basis as provided in (1) above.

(b) Missed Overtime Opportunities. If an employee establishes that he or she has not received overtime for which he or she was entitled, such employee shall be paid the amount of overtime to which he or she was entitled as provided in this Section. Non-emergency work of the same duration as the missed overtime in the same classification as the employee or lower will be scheduled for the employee to perform at a mutually agreeable time on other than regular working hours. When said employee has performed such work, he or she shall be compensated for such work as if it were regular overtime work under Section 3.5 Overtime Pay, Meal Allotment. For purposes of this Section, the term "non-emergency work" shall mean work which would otherwise not be worked as overtime work by any other employee.

c) Parking Division Overtime For the distribution of overtime for the Parking Division, after the Parking division list is exhausted Park

Maintenance employees will be called for available overtime by job classification and seniority.

Section 3.7. Distribution of Overtime for Fleet Technicians.

The intent of this agreement is to distribute overtime among all Fleet Technicians, to cover all shifts and to keep the shop operational. The different circumstances are outlined below:

Snow/Ice event starts during regular shifts

Employees will start on 12 hour shifts. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

Snow/Ice event starts after 10:30 p.m. on weekday

The dayshift will be called into work when the event begins. The dayshift will work from the snow/ice event start time until 3:00 p.m., which is the end of the technician's normal shift. At this point, 12 hour shifts will be put into effect, if needed. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

Snow/Ice event starts before 7:00 p.m. on Friday

The nightshift works until 11:00 p.m. Technicians are called in off the seniority list to work 12 hour shifts. After that time, the weekend rules will apply.

Weekend rules (snow/ice event starting after 7:00 p.m. on Friday or on holidays)

Call ins are made from the top of the seniority list. If the snow/ice event is anticipated to extend beyond 12 hours, then 12 hour shifts will be implemented. When the first shift ends, the next senior technician will be called into work the next 12 hour shift. This will continue until the snow/ice event ends or the start of the normal weekday shifts start.

When Fleet is working 12 hour shifts ~~during regular shifts~~ all technicians must work their scheduled 12 hour shift in the Fleet department. The Superintendent of Fleet Maintenance will determine when 12 hour shifts are needed.

Fleet Technicians will not be eligible for call outs for -weather-related events outside of the Fleet Maintenance division. Fleet Technicians shall be eligible for on call pay as defined in Section 4.3.On-Call Pay.

Section 3.7.8. Rest Periods. Each employee shall be granted a thirty (30) minute rest period with pay. Employees may go to the restaurant nearest the job site to take their rest period or remain at the job site. Rest periods will be scheduled whenever practicable at the approximate

midpoint in the employee's work shift. Exceptions to the above may be necessary due to the job assignment. Such exception may be granted by the respective Supervisor/Superintendent of the Division. Employees requiring the use of restroom facilities must use the nearest restroom facility to the job site. Employees shall not purchase any consumable items (i.e. drink, food, snack, smoking materials) while in attendance at restroom facilities.

Section 3.89. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 4 REPORT-IN AND CALL-BACK PAYSUPPLEMENTAL PAY

Section 4.1. Report-In Pay. An employee called in to work or reporting to work at his or her normal starting time without having been notified not to report will receive a minimum of four (4) hours work at his or her straight time hourly rate of pay unless the lack of work is due to conditions beyond the control of the City. Notification on the previous workday shall be considered as notice to all employees on that shift, whether or not they work that day. Notification to the last address and/or telephone number on record in the Human Resources Department shall be deemed notification to the employee. Notification by local radio broadcast shall also be deemed notice to employees.

Section 4.2. Call-Back Pay.

(a) An employee called back to work after having gone home shall receive a minimum of four (4) hours work and may be required to work the entire four (4) hours. An employee thus called back to work will receive one

and one-half (1½) times his or her straight time hourly rate of pay for any hours worked outside his or her normal shift hours.

(b) The four (4) hour minimum provision of subsection (a) above shall not apply where an employee is called back to work and he or she:

- (1) begins such call-back work less than four (4) hours prior to his or her normal shift hours; and
- (2) works continuously until the beginning of his or her normal shift hours.

In such case an employee shall be compensated at the rate of one and one-half (1½) times his or her straight time hourly rate of pay for the hours actually worked outside his or her normal shift hours.

(c) Employees who are scheduled to work shall not receive call in pay. Notice of scheduled overtime shall be given to the Union as far in advance as is reasonably practicable.

(d) Employees called back to work shall report to work within one (1) hour after the employee receives a call to report to work.

Section 4.3. On-Call Pay.

For weather-related events, employees may be placed on call during non-regular working hours based on classification(s) needed. The on-call status will initially be offered to the most senior employee qualified to do the work in the job classification in the division and continue down the seniority list. If additional employees are needed, in the City's discretion, the City will offer on-call status to the most senior employee qualified to do the work in other divisions. If there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the least senior employees in the job classification in the division orig-

inally offered the on call assignment who are qualified to do such work shall be required to work overtime starting with the least senior of such employees.

Employees will be placed on call for a twenty-four (24) hour period, but will not be forced to work more than sixteen (16) consecutive hours in their 24 hour on call period. Employees will not be eligible to be on call for two consecutive 24 hour periods (does not apply to Fleet Technicians.) Employees who are in on-call status are unavailable for other assignments.

Employees who are placed on call and not called in shall be paid for two (2) hours of on call pay at the employee's regular straight time rate of pay. On call time will not count as hours worked for purposes of determining overtime. Employees will be notified if they will be placed on call by the end of their regular shift the same day or by the end of their normal work week for a weekend or holiday shift. Employees who fail to report for an on call assignment are subject to progressive discipline. For snow and ice operations, Streets and Refuse will be considered a single division.

ARTICLE 5 HOLIDAYS

Section 5.1. Number of Holidays. The following days are Holidays:

New Year's Day	Veteran's Day
M.L. King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

Labor Day

New Year's Eve (1/2 day afternoon)

Section 5.2. Holidays on Weekends. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. For employees whose jobs involve around-the-clock shift, the actual day of the holiday shall be observed. On a workweek other than Monday through Friday, the City Manager shall designate the workday that shall be observed.

Section 5.3. Holiday on Scheduled Workday. Employees who are required to work on their observed holiday shall be paid for the time worked in accordance with the rules governing overtime.

Section 5.4. Eligibility for Holiday Pay. In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave on either or both of said days.

ARTICLE 6 SICK LEAVE

Sick Leave Base and Accrual. Employees will be eligible for sick leave for their injury or illness or the injury or illness of a spouse or child. Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. In the event an employee requests sick leave for a child that is between 19 and 26 years old the employee will need to provide a doctor's note stating the employee's need to be off work to care for the child. The doctor's note will be required for any duration of sick leave. In the event the employee does not provide a doctor's note, time will be submitted as vacation or PC in accordance with the

department policies on scheduling. If such sick leave time is FMLA-eligible, the employee will be required to submit FMLA paperwork.

Sick leave shall run concurrently with the anniversary date of the employee and will be accrued by new employees at a rate of two and one-half (2 1/2) days each month for his or her first twelve (12) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of one hundred twenty (120) days.

Accelerated Accrual. Whenever ~~any employee's sick leave is totally depleted and~~ an employee depletes all but 80 hours of sick leave by reason of one ~~or more~~ serious health conditions, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, the employee, upon return to full-duty shall accrue sick leave at the rate of two and one-half (2 1/2) days per month until his or her sick leave returns to the level maintained before the serious health condition or conditions. Employees will be eligible for accelerated accrual only one time beginning Xdate (date of ratification) through their career with the City. Employees requesting rapid accrual should do so in writing to the Human Resources Department upon their return to full duty. ~~or their exhaustion of sick time. Failure to do so will not deny the employee benefits.~~

Absence of More Than Two Three Days. In order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to Human Resources a certificate from a physician that he or she personally treated said employee for the sickness and the employee was unable to perform the duties of his or her employment during

the entire period of absence from work. In the case of an illness or disability of an employee's spouse or child which causes an absence by the employee of more than ~~two (2)~~ three (3) consecutive days, Human Resources will require a statement from a physician stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work ~~two (2)~~ three (3) days or less unless sick leave abuse is suspected as detailed below. In all such cases where the employee is absent ~~two (2)~~ three (3) days or less, the Human Resources Director or other person designated by the Human Resources Director, shall investigate said absence to determine if the employee was unable to perform the duties of his or her employment. If the report shows that the employee was so incapacitated and if the report is approved by both the employee's Department Head and the Human Resources Director, then the employee shall be entitled to sick leave pay on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.

4. repeated use of sick leave benefits as they are earned.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

The Human Resources Director may elect to have the employee submit to an examination by a physician designated by the City certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the City of Bloomington. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's personal leave time.

An employee taking sick leave shall notify his or her supervisor no later than one-half (1/2) hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day. If an employee fails to provide such notice they may be subject to discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the City and may be granted with proper documentation.

To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Sick Leave Buy Back. All employees hired prior to May 1, 1997 who retire or leave the employment of the City under honorable circumstances, whose age plus consecutive years of service with the City total 75

with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

<u>Hours</u>	
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800-960	70%

All employees hired May 1, 1997 and thereafter, whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

<u>Hours</u>	
Less than 400 Hours	0%
Next 100 Hours (400-499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Sick Leave for Creditable Service. Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual over one hundred twenty (120) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days is required to use sick leave which reduces the one hundred twenty (120) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days of sick leave.

ARTICLE 7 OTHER LEAVES OF ABSENCE

Section 7. 1. General Policy. The following types of leaves and no other are officially established: holidays, vacation, sick leave, personal convenience, wellness day, injury leave, military leave, civil leave and leave without pay. All leaves may be granted by the Department Head in conformance with the rules established for each type of leave and shall receive the approval of the Human Resources Director or City Manager, as specified. If an employee is in an unpaid status for 30 days or more, he or she will not accrue any leave benefits. If an employee is in a no pay status, not covered under FMLA, their anniversary date will be adjusted by the number of days they were in the no pay status.

Section 7.2. Injury Leave.

a) Injury Leave. An employee's eligibility for payment of forty-five (45) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable Court if an appeal is taken from the State Industrial Commission. Job injury time can be broken down into quarter hour increments in order to accommodate doctor visits, physical therapy appointments, etc. An employee gone an eight (8) hour workday will be charged eight (8) hours of job injury. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work. A payroll check will be issued to the employee for the TTD portion (not taxed) and any supplement. The employee's Workers Compensation Insurance TTD check will be deposited by the City.

(b) Use of Other Benefited Time. Once an employee has exhausted all available job injury time they will be given the following two options:

Option #1 The employee will use two (2) hours of sick time, vacation or PC and six (6) hours of no pay per work day. A payroll check will be issued for two (2) hours of pay at their regular rate, plus the amount of their TTD check. The employee's Workers Compensation Insurance TTD check will be deposited by the City. A payroll check will be issued to the employee with TTD portion of the check not taxed.

Option #2 The employee will receive their Workers Compensation TTD check and will be considered to be on no pay. If the period of no pay is more than thirty (30) days the employee will not accrue leave time. Benefits will be administered consistent with no pay and FMLA policies. Employees are encouraged to apply for disability under Illinois Municipal Retirement Fund (IMRF) to avoid breaks in the employees IMRF service credit.

FMLA will be administered consistent with the Employee Handbook. Family and Medical Leave Act (FMLA) will be recorded for all no pay hours. The employee will be allowed to change options one time with reasonable notice.

(c) Contested Injuries. Charges shall be made against sick, vacation or PC leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, the first forty-five (45) days of sick leave, which should have been job injury, so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave.

(d) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a physician and a release to work shall be obtained.

If an employee is released to return to work on restricted duty and works less than an eight (8) hour day, they will be required to use the appropriate number of hours of job injury (if time available) or sick, vacation or PC leave in order to remain whole. For example: An employee works three (3) hours and is absent for five (5) hours. The employee will be charged five (5) hours of appropriate leave time. If the employee has ex-

hausted all of their job injury time they may elect to use the no pay Option #2.

(e) Nothing in this document guarantees the eligibility of Workers Compensation TTD benefits or the eligibility for job injury leave.

Section 7.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 7.4. Jury Leave. Any full-time employee who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. If an employee serves on jury duty for six (6) hours or more per day they will not be required to return to work.

Section 7.5. Leave Without Pay. Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, at the discretion of the Department Head, an employee can request to return to work prior to the expiration of the previously approved leave of absence. If leave was for a medical condition a medical release must be provided to Human Resources.

Section 7.6. Bereavement Leave. Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In the administration of this Section, immediate family is defined as: mother, father (which includes step-parents or legal guardians); mother-in-law; father-in-law; husband; wife, sister, brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides).

An eligible employee shall be paid at his or her normal daily rate of pay for any day or days on which he or she is excused and but for such excuse he or she would have been scheduled to work. An otherwise eligible employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.

A regular full-time employee shall be excused from work without loss of pay for such time as needed to serve as a pallbearer at the McLean County funeral of any retired or current City employee. This provision shall not apply to honorary pallbearers.

Section 7.7. Physical Examination. The City may require an employee to undertake a physical examination by a City physician at the City's expense to determine whether he or she is fit to return to or continue work. If the City physician determines that the employee cannot perform the work as required, the employee may not continue or resume work but must, if eligible, take sick leave or injury leave, if either is pertinent. If the City physician certifies the employee is able to perform the duties of his or her employment, said certification shall constitute termination of any leave of absence for sickness or injury. If the Union feels the City physician was arbitrary, capricious or discriminatory in his or her determination, the Union may file a grievance at Step 2 of the grievance procedure.

Section 7.8. Leave of Absence to Accept Full-time Position With Union. In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 7.5 of this Agreement.

Section 7.9 Personal Convenience Leave. Any employee covered by this Agreement will be granted sixteen (16) hours Personal Convenience Leave with pay each fiscal year (May 1-April 30). Such Personal Convenience Leave may be taken at the convenience of the employee subject to the discretion of the Department Head. Public Service employees shall take PC in two (2) hour increments (unless parties agree otherwise) and all other employees shall take PC in fifteen (15) minute increments. Personal Convenience Leave may not be accumulated from one fiscal year to another. New employees starting after May 1 will be granted 16 hours of Personal Convenience Leave.

Section 7.10 Time Off for Union Activities. Employees shall be allowed time off without pay for Union and chapter meetings to the extent that there is no interference with City operations. Notice should be given to their supervisor twenty-four (24) hours in advance. The employee may utilize any available time (PC or vacation within department guidelines) in lieu of taking such time without pay.

Section 7.11. Wellness Day. In the spirit of promoting wellness employees will be eligible for one day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be taken in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation. Permanent employees who have been employed by the City for a period of at least six (6) months shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
6 months but less than 2 years	1 week
2 years but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years or more	5 weeks

Section 8.2. Eligibility. In order to be eligible for full vacation benefits, an employee must have worked a total of 1,040 hours during the

twelve (12) calendar month period preceding his or her anniversary date of hire. Employees who fail to qualify because they have not worked the total of 1,040 hours during their anniversary year shall be paid vacation pay or allowed vacation time off on the basis of one-twelfth (1/12) of their total vacation pay for each one hundred sixty-seven (167) hours worked during their anniversary year.

Vacation credits shall accrue to those employees who are on leave paid by the City (such as sick leave or injury leave but excluding disability leave).

Section 8.3. Vacation Pay. For each week of vacation, an employee shall be entitled to an allowance of forty (40) hours pay at his or her straight time hourly rate of pay.

Section 8.4. Vacation Scheduling.

(a) Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employee in accordance with his relative length of continuous service. Employees may submit their first and second choices for their vacation period in writing to their supervisor at least thirty (30) days prior to the beginning of the fiscal year. If the orderly performance of the services provided by the City makes it necessary to limit the number of employees from taking vacation at a particular time, the employee with the greater seniority shall be given his choice of vacation period.

In accordance with the preceding paragraph, when the employer finds it necessary to limit the number of employees taking vacation at one time, the employer may:

- (1) limit the number of crew members that may be on leave at any one time;
- (2) limit the number of individuals per job classification within a division to be on leave at any one time;
- (3) any combination of the above limitations.

(b) Employees choosing not to submit their vacation requests under (a) above may make their request at least one (1) full business day prior to the requested date. Such requests shall be granted on a first come first served basis and shall not take precedence over those requests made in (a) above and shall only be granted based on the operating needs of the appropriate division.

(c) Requests for vacation period changes by employees shall not be considered by the supervisor unless the employee desiring such a change has submitted his request for such change to the supervisor at least two (2) weeks in advance of the beginning of his previously approved vacation period.

Section 8.5. Vacation Accumulation. Normally, vacation shall be taken during the year allowed which is the twelve (12) months following the employee's anniversary date unless:

- (1) it is determined by the Department Head that, due to the limitations set forth in Section 8.4, an employee cannot be allowed his vacation time within the twelve (12) month period; or
- (2) a written request has been submitted to the Department Head at least thirty (30) days before the end of the year in

which the vacation is to be taken, citing circumstances and a desire by the employee to accumulate vacation time. Such request must be approved by the Human Resources Director.

Section 8.6. Separation and Reinstatements. Employees who give reasonable notice of their intention to voluntarily resign and employees who are dismissed for incompetence or inefficiency are entitled to receive any vacation credit earned as of the date of resignation or dismissal. Any vacation credit earned by an employee who dies while still employed by the City shall be paid to the spouse or the estate of said employee. Any employee who is reinstated following separation or termination of employment shall be considered as a new employee for vacation purposes.

ARTICLE 9

WAGES

Section 9.1. Wages. ~~Effective May 1, 2007, the rates of pay for all employees covered by this Agreement will be increased by 3% over the rate provided for under the previous Agreement. Said new rate of pay incorporating longevity schedules is shown in Appendix E attached hereto.~~

~~Effective May 1, 2008, the rates of pay for all employees covered by this Agreement will be increased by 3% over the rate provided for under the previous salary. Said new rate of pay incorporating longevity schedules is shown in Appendix F attached hereto.~~

~~Effective May 1, 2009, the rates of pay for employees covered by this Agreement will be increased by 3% over the previous salary. Said new rate~~

of pay incorporating longevity schedules is shown in Appendix G attached hereto.

Effective May 1, 2012, the rates of pay for employees covered by this Agreement will be increased by 0% over the previous salary. Wage tables incorporating longevity schedules are shown in Appendix I attached hereto.

Effective May 1, 2013, the rates of pay for employees covered by this Agreement and on payroll upon ratification, will be increased by 2% over the previous salary. Said new rate of pay incorporating longevity schedules is shown in Appendix I attached hereto. In addition, a \$500 lump sum bonus will be paid.

Section 9.2. Wage Schedule for Employees Hired After May 1,

1997. All employees hired after May 1, 1997 will receive the following schedule of pay:

- 80% of Base Rate at Entry
- 85% of Base Rate at 1-Year Anniversary
- 90% of Base Rate at 2-Year Anniversary
- 95% of Base Rate at 3-Year Anniversary
- 100% of Base Rate at 4-Year Anniversary

All employees hired after X date (Ratification date of contract) will be paid at the May 1, 2011, 90% of base with the applicable longevity at 5, 10, 15, 20, 25 and 30 years as outlined in Appendix x.

ARTICLE 10 SHIFT DIFFERENTIAL

A shift differential of thirty cents (\$.30) per hour will be paid for all hours worked by an employee when a majority of his or her regularly scheduled shift hours occur before 7:00 a.m. or after 3:00 p.m.

ARTICLE 11 GROUP INSURANCE PLAN

The City will provide at least one health plan. If more than one plan is offered, the City will provide for an annual period during which employees may choose to switch between health plans. ~~The City will contribute for all full-time employees as follows:~~

~~There will be no change for 2007 Health Insurance premiums.~~

~~The City agrees to pay for plan year 2008 one hundred percent (100%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.~~

~~The City agrees to pay for plan year 2009 ninety percent (90%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.~~

~~The City agrees to pay for plan year 2010 eighty-five percent (85%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for~~

~~Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.~~

~~The City agrees to pay for plan year 2011 eighty percent (80%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.~~

The City agrees to pay ~~for plan year 2012~~ seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

Dental Insurance The City will offer a group dental insurance plan. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage.

Vision Insurance The City will offer a group vision insurance plan. The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.

Changes to Insurance In any year in which the total amount of medical, dental or vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Healthcare Plans.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plan. No changes in the level of benefits shall be made except by mutual agreement of the parties. In the event of a National Healthcare Plan, the Union and the City agree to meet and discuss.

ARTICLE 12 SENIORITY

Section 12.1. Definition.

(a) For purposes of this Agreement and calculating longevity for vacations and supplements to wages given in consideration of length of employment, seniority shall accrue from the last date of continuous hire of an employee, and shall include time worked as a part-time or seasonal employee (if hired prior to May 1, 2012) if, but only if:

- (1) such employee is a member of the bargaining unit;
and
- (2) such employee's full-time employment with the City immediately followed his or her part-time or seasonal employment without interruption.

(b) For purposes of applying the seniority principle in Section 12.3 Seniority Principle of this Agreement and distributing overtime work under

Section 3.6 **Distribution of Overtime** of this Agreement, seniority shall be based upon length of service in the bargaining unit.

Section 12.2. Probationary Period. Each employee shall be considered a probationary employee for his or her first forty-five (45) days of continuous service, except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons, after which his or her seniority shall date back to his or her date of hire. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this period will extend probation by an amount of time equal to the amount of time loss.

Section 12.3. Seniority Principle. In all cases of promotions, demotions and layoffs when working forces are being decreased, and recalls when working forces are increased, seniority shall prevail unless a less senior employee has ~~demonstrably superior~~ **greater** skill and **abilities** and **qualifications** to perform the work.

Section 12.4. Promotions and Job Vacancies. Whenever a permanent job vacancy develops or is expected to develop in one of the above seniority units, the job will be posted within five (5) business days whenever practical in a location designated by the City for five (5) business days, exclusive of Saturdays, Sundays, and Holidays, for a bid by an employee in the bargaining unit. A job description will be included with all job postings. Said vacancy shall be filled within one (1) month whenever practical. Screening and potential selection of applicants will commence initially

in the department where the vacancy occurs and if a qualified applicant is not available within that department, screening and potential selection will be performed on applicants from within the remainder of the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the seniority principles set forth in **Section 12.3 Seniority Principle** of this Article. Any employee who accepts a promotion within the bargaining unit in accordance with the provisions of this Section shall be on probation in such position for a period of forty-five (45) days except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons. During the probationary period, if the employee fails to demonstrate his or her ability to perform the work involved, he or she shall be transferred to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. During the forty-five (45) day period, the employee may voluntarily return to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. Any employee retransferred shall have the right to file a grievance challenging the City's evaluation and determination of his or her ability. Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of

posting or if none of the applicants has the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one (1) successful bid in any three (3) month period.

An employee's bid is successful when:

- a) The employee is awarded the job bid on and actually begins work in that job classification.
- b) The employee begins work in the classification bid on but is returned to the previous classification for cause during the probationary period.
- c) The employee begins work in the classification bid on, begins work in that classification, and then requests to return to the previous classification during the probationary period.

An employee's bid is not successful when:

- a) The employee is not awarded the job bid on.
- b) An employee is awarded the job bid on, begins work in that classification, is then bumped back due to the previous employee returning to the position bid on.
- c) An employee is awarded the position bid on, begins work in that classification, is then bumped back to the previous classification due to consolidation or elimination of jobs.

Section 12.5. Consolidation or Elimination of Jobs. Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities or for any other reason, shall be assigned to an opening or vacancy in an equal or lower rated job classification in accordance with the seniority principle set forth in **Section 12.3 Seniority Principle** of this Article. If no opening or vacancy exists, the affected employee shall have the right to displace an employee with less seniority in an equal or lower rated classification in accordance

with the seniority principle set forth in **Section 12.3 Seniority Principle** of this Article.

Section 12.6. Layoff and Recall Procedure. In the event of a reduction in the working force of a job classification which is expected to last for more than one (1) week, employees shall be laid off in accordance with the seniority principle set forth in **Section 12.3 Seniority Principle** of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 12.7. Welfare to Work. No AFSCME represented position will be displaced, laid off, hours reduced or otherwise reduced in pay as a result of any welfare to work initiative.

Section 12.8. Temporary Transfers. For the efficient and economical operation of the City, as qualified below, the City may transfer any employee temporarily from any classification to any other job classification to fill a temporary opening. Any employee who is temporarily transferred to another classification for less than four (4) hours shall receive the rate of pay for his or her classification. An employee who is temporarily transferred to another classification for four (4) or more hours shall receive the rate of pay for his or her classification or the classification to which he or she is temporarily transferred, whichever is higher. Pre-scheduled out-of-classification work expected to exceed four (4) hours will be subject to the seniority provisions of this Article.

Annually employees will be allowed to sign a form declining temporary elevation. Forms will be in effect from May 1 – April 30 of each year.

In addition, throughout the year employees may request to sign the form declining temporary elevation. Any request submitted after May 1, will be reviewed on a case by case basis and if approved, will remain in effect for the remainder of the fiscal year. Employees who sign the form declining temporary elevation will not be able to revoke the decision and it will remain in effect until April 30th. Employees will be ineligible for overtime that requires temporary elevation in the job classification the employee has decline work. This agreement does not affect their ability to bid on positions in job classifications where they have declined temporary elevation. However, this may reduce the employee's ability to develop the necessary knowledge, skills, and ability to perform work in future full-time vacancies.

Section 12.9. Non-application of Seniority Rights Within Classifications. Seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines, or equipment.

Section 12.10. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or

- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence.

Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his timely return.

Section 12.11. Seniority List. Once each six (6) months, the City will furnish the Union with an up-to-date seniority list.

Section 12.12. Training Opportunities.

(a) During each fiscal year, the City will schedule on-the-job training in higher rated job classifications. The City will notify the Union of such training opportunities. The training will be distributed among employees who indicate a desire to receive it, with rotation for such training starting with the most senior employee applying for such training. Trainers who shall be bargaining unit employees whenever possible providing training on off-duty hours will be compensated for their time as provided in this Agreement. Trainees will not be compensated for time spent training on off-duty hours. Whenever in the judgment of the supervisor it is necessary for safety or to insure effective training, a person qualified to operate equipment used in training will supervise the trainee. Hours spent training will not be subject to the provisions of **Section 12.8 Temporary Transfers.**

(b) The City will pay the entire cost of registration, tuition and books for any employee who voluntarily enrolls in and attends, while off du-

ty, a course determined by the Department Head to be of value in qualifying such employee for a higher rated job.

Section 12.13 Fleet Management Technician Skill/Certification Based Pay.

All Fleet Management technicians shall be compensated \$.10 per hour for each approved ASE and/or EVT certification.

Eligibility for Certification Pay

The technician shall provide documentation of passing scores for any certifications which they are requesting certification pay. The certification pay will become effective on the next pay period. The certification pay will not be retroactive back to the test date or certification date.

Disqualification for Certification Pay

If a certification expires the technician will no longer be eligible for the skill based pay.

Required Certification for Technicians

Technicians of the Fleet Management ~~Department~~ ~~Division~~ covered by this Agreement will have until December 31, 2008 to become certified in the following core areas ASE A4, Suspension and Steering, A5, Brakes, A6 & T6, Electrical/Electronic Systems, T4 Brakes, T5 Suspension and Steering. These minimum certifications must be maintained by the technicians at all times.

Technicians on payroll as of May 1, 2007 will be required to maintain a minimum of four (4) out of six (6) core certifications. The City will reimburse those technicians for the cost of passed core certifications. Existing Technicians that do not hold all six (6) core certifications will be ineligible for additional certification pay until all six (6) core certifications are ob-

tained. Existing technicians that do not hold four (4) core certifications will be addressed at that time which may mean an extension or termination, depending on the circumstances.

All new technicians hired will be required to have all six (6) core certifications at time of hire or obtain by the end of their probationary period.

Testing

Testing that is during a technician's time off will not be compensated. With advanced approval technicians will be allowed one day per year for ASE and/or EVT certification testing to have their shift assignments adjusted to accommodate a Technician's pre-scheduled testing date. ~~who normally work second shift shall be reassigned to first shift to accommodate the testing date.~~ Approval should be requested from the supervisor prior to registration. ~~Notice should be given to the Director at the time of registration.~~ Technicians will schedule multiple tests on the same testing date whenever possible. If the reasonable travel time and testing is completed in less than eight (8) hours, the technician is required to report to work. If the reasonable travel time and testing exceeds eight (8) hours, the technician will be paid at their straight time hourly rate.

Cost of testing

Technician is responsible for the cost of the test, test supplies, training and reference materials. Section 12.12 Training Opportunities will not apply to this section on Skill/Certification Based Pay. . Upon providing passing scores for any certification or recertification listed in this section, the City will reimburse the technician for the cost of the test.

Skill Based Call Outs

Effective as technicians become certified emergency call outs will be distributed on a qualified (skill based) call out procedure rather than a seniority procedure which does not always get the most qualified person out for the emergency.

Approved Test, ASE & EVT

Automobile		Medium/Heavy Duty Truck	
A1	Engine Repair	T1	Gasoline Engines
A2	Automatic Transmission/Transaxle	T2	Diesel Engines
A3	Manual Drive Train and Axles	T3	Drive Trains
A4	Suspension and Steering	T4	Brakes
A5	Brakes	T5	Suspension & Steering
A6	Electrical/Electronic Systems	T6	Electrical/Electronic Systems
A7	Heating and Air Conditioning Air	T7	Heating, Ventilation & Conditioning
A8	Engine Performance	T8	Preventive Maintenance Inspections (PMI)
Additional ASE Approved Test			
E1	Truck Equip: Install & Repair	E2	Truck Equip: Elect. Systems
E3	Truck Equip: Aux. Power Sys.	L1	Gasoline Engine Performance
L2	Diesel Engine Performance	X1	Exhaust Systems

EVT Emergency Vehicle Technician Approved Test

Fire Apparatus

F2	Fire Apparatus Design & Performance	F3	Fire Pumps & Accessories
F4	Fire Apparatus Electrical Systems	FA4	Advanced Electrical Systems
F5	Aerial Fire Apparatus	F6	Allison Auto

Transmission

F8 Hydraulic Systems

Ambulance

- E1 Ambulance Design & Performance
- E2 Ambulance Electrical System
- E3 Ambulance Heating, A/C, & Ventilation Chassis
- E4 Ambulance Body &

ARFF

- A1 ARFF Vehicle Design & Performance
- A2 ARFF Chassis & Component
- A3 ARFF Extinguishment Systems

Law Enforcement

- L1 Law Enforcement Vehicle Installation

During the term of this contract, if ASE or EVT develop additional certification test that the Fleet Management Department approve as certifications for the work done in the department the technicians will be notified.

ARTICLE 13 DISCIPLINE AND DISCHARGE

Section 13.1. Discipline. The employer shall not suspend, discharge or otherwise discipline any employee without just cause. Discipline shall be imposed as soon as possible after the employer becomes aware of the event or action giving rise to the discipline and has a reasonable period to investigate and consider the matter. In the event any disciplinary action or discharge is going to take place, the City will notify the employee one (1) hour in advance to allow him or her the opportunity to contact and have a Union representative present at the meeting. Counseling sessions may be noted in an employee's personnel file provided the employee is no-

tified to that effect. Demotion shall be imposed only for failure or inability to perform the work in the employee's job classification.

Section 13.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension. Grievances involving an employee's discharge, demotion or disciplinary suspension may be presented at Step 2 of the Grievance Procedure.

Section 13.3. Remedial Authority of Arbitrator in Disciplinary Cases. Should it be found that any employee has been unjustly disciplined, demoted or discharged, he or she shall be reinstated with seniority rights unimpaired and paid for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1. Definition and Procedure. A grievance is a dispute or difference of opinion raised by one (1) or more employee against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

- STEP 1: Any employee who has a grievance shall submit it in writing to his or her supervisor, who is designated for this purpose by the City. The supervisor shall give his or her written answer within five (5) business days after such presentation.
- STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head

within five (5) business days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union Steward. The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in Step 2. A meeting between the Human Resources Director, and/or his or her representative, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached, the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within five (5) business days following the meeting.

Section 14.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators; both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the oth-

er party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and a place, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Bloomington, Illinois (unless the parties mutually agree otherwise).

Section 14.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 14.4. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 14.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth, it shall be considered "waived."

If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Mondays through Fridays inclusive when employees covered by this Agreement are scheduled to work.

Grievances may be withdrawn at any Step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limit will be treated as withdrawn grievances.

ARTICLE 15 NO STRIKE AND NO LOCKOUT

Section 15.1. No Strike. Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, picketing or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 15.2. No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 16 GENERAL PROVISIONS

Section 16.1. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein without discrimination, interference, restraint or coercion.

Section 16.2. Union Activity. The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 16.3. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 16.4. Investigation and Discussion of Grievance. All grievances, discussions and investigations shall take place in a manner

which will not interfere with the operation of the City. An outside Union representative shall be permitted to come on the premises of the City for the purpose of investigating and discussing grievances if he or she first obtains permission to do so from the Human Resources Director or his or her designated representatives provided that such permission shall not be unreasonably denied.

Section 16.5. No Discrimination. Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of sex, race, age, color, religion, national origin or sexual orientation as provided by applicable law.

Section 16.6. Union Bulletin Boards. The City will make available one (1) bulletin board for posting of official Union notices. The Union will limit the posting of Union notices to such bulletin boards, provided that notices of an inflammatory or political nature shall not be posted.

Section 16.7. Uniforms. The City will pay ~~\$600.00~~ **\$750.00** to the employee (excluding the Zoo, Fleet Management and Police employees and Parks Security Officers) on the first payday in May for the purpose of purchasing uniforms. New employees in the bargaining unit will receive ~~\$600.00~~ **\$750.00** if hired between May 1st and October 31st or ~~\$300.00~~ **\$375.00** if hired between November 1st and April 30th. The City will provide t-shirts if required by the department. Employees should be clean and neat in appearance wearing clothes suitable for their work and properly attired for their respective work environment. Proper work attire includes long pants, ANSI Certified boots (75#) and outer garments should be of high visibility including, yellow, orange or lime green fluorescent. All attire shall be clean, with no holes, tears, etc. No slogans, profanity or gestures

(or implied) advertisements of alcohol, tobacco or illegal substances will be allowed.

The current practice of providing uniforms and safety shoes for the Zoo and Police Department employees and Park Security Officers shall continue as described in Appendix C. Fleet Management employee uniforms and safety shoes are outlined in Appendix D.

Section 16.8. Safety. In accordance with applicable law, the City will make reasonable provision for the safety of the employees covered by this Agreement.

Section 16.9. Tool Allowance. The tool allowance for Fleet Management Technicians shall be \$900.00 per year effective May 1, 2007, payable to all non-probationary Fleet Management Technicians in the amount of \$900.00 on the first payday in May. The tool allowance for Fleet Management Technician Laborers will be 50% of the tool allowance for Fleet Management Technicians. Employees are required to keep up to date tool inventories on record with the City for insurance purposes. Tool inventories must be updated prior to payment of the tool allowance.

Section 16.10. Use of Part-time, Seasonal and Non-Permanent Funded Job Training Participants. No part-time, seasonal or other classes of non-permanent employees will be assigned to do any work other than labor on any job at any municipal golf course which requires more than four (4) hours to complete.

Section 16.11. Residency Requirements. All employees must live within a fifteen (15.00) mile radius of the Intersection of Main and Route 9. If the 15.00 miles touches the city limits of any community, the entire city limits of that community are considered within the residency boundaries.

Employees who currently live outside the residency boundaries will be allowed to remain, however if they move from their existing residence they will need to move within the residency boundaries. Existing agreements will be terminated and new agreements issued under the above terms.

Section 16.12. Personnel Files. The City shall keep a central personnel file for each employee. Employees wishing to review their personnel file shall make an appointment with the Human Resources Department to arrange a convenient time. No materials may be removed from the file.

Section 16.13. Drivers License. All employees bidding on a driving position must have an Illinois State Commercial Drivers license, Class "B" hereinafter referred to as the CDL. In order to accommodate our workforce, the City agrees to the following:

- (1) Upon request, the City will schedule the use of City vehicles to allow employees to practice for the examination to acquire a State of Illinois CDL.
- (2) The City will provide training materials to assist employees in obtaining a State of Illinois CDL.

The City agrees at the time of renewal of a CDL license to reimburse the employee the difference in cost of a CDL license and the cost of a regular drivers license.

Section 16.14. CDL Class A. If the City requests that an employee obtain a Class "A" CDL, the City will reimburse the employee the total fee required in obtaining and/or renewing this license. Such requests shall be made in seniority order. Any time a City employee utilizes the Class "A" license to pull or move a piece of City equipment, that employee shall re-

ceive a Two Dollar (\$2.00) per hour bonus added to their base rate of pay for a minimum of two (2) hours.

Section 16.15. Effect of Failure to Secure CDL. The City agrees that after an employee has thrice failed to pass the State of Illinois tests required in obtaining a CDL, the employee shall be removed from the position requiring possession of a CDL according to the following procedure:

- (a) The vacated position shall be advertised within Local #699 for bidding in accordance with this Agreement.
- (b) If the successful bidder's vacated position requires a CDL, that position shall be advertised within Local #699 for bidding in accordance with this Agreement. This procedure shall be repeated until a vacated position does not require a CDL, at which time the original employee not having a CDL will be required to fill the vacancy so created.
- (c) If, in the future, the demoted employee obtains a CDL, and a vacancy occurs requiring a CDL, he shall have the same bidding rights as any other employee in accordance with this Agreement.
- (d) If the employee is physically incapable of performing the duties of the last vacancy advertised or if there is not a vacancy requiring a CDL available, the employee will be placed on a layoff status. Said layoff status will be for a six (6) month duration, after which the employee shall be terminated. The vacant position created by the layoff will be filled in accordance with this contract. **EXCEPTION:** If, while on layoff status, the employee shall obtain a CDL, the layoff status shall be extended indefinitely and said employee will be called back for work when a vacancy exists.

Section 16.16. Disqualification Under the Act. An employee deemed disqualified under Title 49, U.S.C. Section 2707 and 2708 (The Commercial Motor Vehicle Safety Act) shall be placed on layoff status for the period of time the disqualification remains in effect.

Section 16.17. Drug Testing. If during the term of this Agreement, the City can make a showing that significant situations exist within the bargaining unit involving on-duty alcohol or substance abuse, the City will have the right to negotiate with the Union on the implementation of a drug and alcohol testing program.

Section 16.18. Committee Appointments. The Union will make appointments to the Department Safety and Insurance Committees. The Department Head will determine the size of the Department Safety Committee. The Insurance Committee will include one appointment from Public Service, one appointment from Fleet Management and one from Parks & Recreation.

Section 16.19. Removal of Adverse Material. Any records of discipline may be used for a period of time not to exceed three (3) years from the issuance of discipline. After three (3) years the information shall remain in the employee's personnel file but shall become null and void. After this time the employee can request to have records removed from their personnel file.

ARTICLE 17 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to

relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 18 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Revised Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 19 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and sub-

stantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 12.2 and 12.6 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 19 20 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter re-

ferred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

The parties agree that during the term of this Agreement all sidebar agreements will be reviewed and all that are no longer applicable will be stricken.

ARTICLE 2120 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2012~~2007~~ and shall remain in full force and effect until the 30th day of April, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this
_____ day of August 200813.

LOCAL 699, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO:

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS:

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

s/ _____

/s/ _____

/s/ _____

/s/ _____

Appendix A Seasonal Employees

It is the intent of the employer to only work a seasonal employee, doing bargaining unit work, up to ten (10) months in any calendar year. In those instances where employees are needed more than ten (10) months they shall be paid at the 80% probationary rate for a period not to exceed two (2) months. Seasonal employees who are paid at the probationary rate shall be terminated for at least three (3) months prior to being rehired as a seasonal employee, doing bargaining unit work. The Union shall be informed when any seasonal employee works more than ten (10) months.

Seasonal employees who work as laborers will not be scheduled to work more than ten (10) hours per day or more than forty (40) hours per week for the purpose of avoiding the payment of overtime to employees covered by this Agreement. Seasonal employees who are assigned work in a classification other than laborer shall not be scheduled to work more than eight (8) hours in any work day and shall not be scheduled or worked in a different classification for the purpose of avoiding the payment of overtime to employees covered by this Agreement. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 of this Agreement and are not covered by any of the provisions of this Agreement.

The only exception to this rule is the seasonal Park Security personnel.

Appendix B Reclassification Truck Driver, Recycle

Recycle Truck Driver working forty (40) hours per week, will be reclassified as a "Truck Driver, recycle" with the same pay rate as a Truck Driver. Truck Driver, Recycle will have the same benefits as the Refuse Truck Driver for overtime, call-out and hours of work when working Recycle Collection. The remaining Truck Driver, Refuse working as intermittent Recycle Truck Drivers will remain as all other Truck Drivers.

When all present Truck Drivers, Recycle, are working eight (8) hours per day, five (5) days per week, they will revert back to the classification as a Truck Driver, Refuse and will have the same overtime benefits as Truck Driver, Refuse.

Appendix GB Uniforms

The City will reimburse Miller Park Zoo employees \$150.00 \$200.00 per fiscal year and Police Department employees \$100.00 per fiscal year for Safety Shoes (ANSI Certified #75) required in the course of their duties. The City agrees to replace such uniforms as it becomes worn out. Any employee seeking replacement of any part of a uniform shall present the worn out part to the supervisor. Worn out uniforms parts shall be returned to the employee after being marked for identification. Uniforms will be issued to the Miller Park Zoo and Police Department employees and the Park Security Officer as follows:

Miller Park Zoo

- 1 winter coat
- 1 light jacket
- 2 hooded sweatshirts
- 1 heavy sweatshirt
- 6 pair of work pants
- 6 work shirts long or short sleeved
- 4 polo shirts

Police Department Employees

- 1 heavy winter coat
- 1 pair coveralls
- 1 medium weight jacket
- 5 pair pants
- 5 winter shirts
- 5 summer shirts

Park Security Officer

- 1 winter jacket
- 1 winter sweater
- 2 turtleneck
- 1 spring/fall light weight jacket
- 4 pants
- 3 long sleeve winter shirts
- 3 short sleeve summer shirts

Appendix D C -Uniforms - Fleet Management Technicians

The City of Bloomington will provide 100% cotton uniforms and uniform cleaning service for all Fleet Technicians.

The uniform service will provide short sleeved and long sleeved uniform shirts based on the seasons. The service will also provide pants. The uniform service will provide eleven (11) pairs of uniforms. It will be the employee's responsibility to ensure that the soiled uniforms are at the Fleet Management facility on the day of collection of the uniform service. The City will not be responsible for the cost incurred by the employee to launder uniforms which are not collected by the uniform service on the designated day for cleaning.

The above clothing will be the only clothing allowed to be worn while on duty. An employee not properly dressed will be required to clock out and change and clock back in.

The City will also provide the Fleet Management Technicians ~~\$200.00~~ \$250.00 annual allowance paid on the first payday in May. This allowance can be used for steel toe boot purchase, spring and or winter coats, sweatshirts and coveralls and etc.

Appendix E D

AFSCME LOCAL 699 – CLASSIFICATION AND WAGE REPORTS

MAY 1, 2012 – APRIL 30, 2013

	80% OF		85% OF		90% OF		95% OF		100% OF	
	BASE	OT	BASE	OT	BASE	OT	BASE	OT	BASE	OT
Laborer, Custodian	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Equip Mtnc	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Parks	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Refuse	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Street & Sewer	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Apprentice Forester	\$19.90	\$29.86	\$21.15	\$31.72	\$22.39	\$33.59	\$23.64	\$35.45	\$24.88	\$37.32
Zookeeper	\$19.92	\$29.88	\$21.17	\$31.75	\$22.41	\$33.62	\$23.66	\$35.48	\$24.90	\$37.35
Truck Driver, Parks	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Truck Driver, Recycle	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Truck Driver, Refuse	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Truck Driver, St & Sewer	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Refuse Truck Driver	\$20.30	\$30.44	\$21.56	\$32.35	\$22.83	\$34.25	\$24.10	\$36.15	\$25.37	\$38.06
Assistant Forester	\$20.70	\$31.06	\$22.00	\$33.00	\$23.29	\$34.94	\$24.59	\$36.88	\$25.88	\$38.82
Park Security Officer	\$21.25	\$31.87	\$22.58	\$33.86	\$23.90	\$35.86	\$25.23	\$37.85	\$26.56	\$39.84
Senior Zookeeper	\$21.30	\$31.94	\$22.63	\$33.94	\$23.96	\$35.94	\$25.29	\$37.93	\$26.62	\$39.93
Traffic Line Painter	\$21.68	\$32.52	\$23.04	\$34.55	\$24.39	\$36.59	\$25.75	\$38.62	\$27.10	\$40.65
Crewleader S & S	\$21.68	\$32.52	\$23.04	\$34.55	\$24.39	\$36.59	\$25.75	\$38.62	\$27.10	\$40.65
Parking Mtnc Person	\$22.02	\$33.02	\$23.39	\$35.09	\$24.77	\$37.15	\$26.14	\$39.22	\$27.52	\$41.28
Utility Worker	\$22.35	\$33.53	\$23.75	\$35.62	\$25.15	\$37.72	\$26.54	\$39.81	\$27.94	\$41.91
Greenskeeper	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Light Machine Opr, Parks	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Light Machine Opr, Refuse	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Light Machine Opr, S & S	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Fleet Management Technician	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Hvy Machine Opr, Parks	\$23.13	\$34.69	\$24.57	\$36.86	\$26.02	\$39.03	\$27.46	\$41.20	\$28.91	\$43.37
Hvy Machine Opr, Refuse	\$23.13	\$34.69	\$24.57	\$36.86	\$26.02	\$39.03	\$27.46	\$41.20	\$28.91	\$43.37
Hvy Machine Opr, S & S	\$23.13	\$34.69	\$24.57	\$36.86	\$26.02	\$39.03	\$27.46	\$41.20	\$28.91	\$43.37
Horticulturist	\$23.71	\$35.57	\$25.19	\$37.79	\$26.68	\$40.01	\$28.16	\$42.24	\$29.64	\$44.46
Turf Specialist	\$23.71	\$35.57	\$25.19	\$37.79	\$26.68	\$40.01	\$28.16	\$42.24	\$29.64	\$44.46
Forester	\$23.88	\$35.82	\$25.37	\$38.06	\$26.87	\$40.30	\$28.36	\$42.54	\$29.85	\$44.78

* Probationary employees will receive 10 cents less than union scale.

Appendix

AFSCME LOCAL 699 – CLASSIFICATION AND WAGE REPORTS

MAY 1, 2012 – APRIL 30, 2013

	5 YRS		10 YRS		15 YRS		20 YRS		25 YRS		30 YRS	
	5%	OT	7%	OT	9%	OT	11%	OT	13%	OT	15%	OT
Laborer, Custodian	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, Equip Mtnce	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, Parks	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, Refuse	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, S & S	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Apprentice Forester	\$26.12	\$39.19	\$26.62	\$39.93	\$27.12	\$40.68	\$27.62	\$41.43	\$28.11	\$42.17	\$28.61	\$42.92
Zookeeper	\$26.15	\$39.22	\$26.64	\$39.96	\$27.14	\$40.71	\$27.64	\$41.46	\$28.14	\$42.21	\$28.64	\$42.95
Truck Driver, Parks	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Truck Driver, Recycle	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Truck Driver, Refuse	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Truck Driver, S & S	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Refuse Truck Driver	\$26.64	\$39.96	\$27.15	\$40.72	\$27.65	\$41.48	\$28.16	\$42.24	\$28.67	\$43.00	\$29.18	\$43.76
Assistant Forester	\$27.17	\$40.76	\$27.69	\$41.54	\$28.21	\$42.31	\$28.73	\$43.09	\$29.24	\$43.87	\$29.76	\$44.64
Park Security Officer	\$27.89	\$41.83	\$28.42	\$42.63	\$28.95	\$43.43	\$29.48	\$44.22	\$30.01	\$45.02	\$30.54	\$45.82
Senior Zookeeper	\$27.95	\$41.93	\$28.48	\$42.73	\$29.02	\$43.52	\$29.55	\$44.32	\$30.08	\$45.12	\$30.61	\$45.92
Traffic Line Painter	\$28.46	\$42.68	\$29.00	\$43.50	\$29.54	\$44.31	\$30.08	\$45.12	\$30.62	\$45.93	\$31.17	\$46.75
Crewleader S & S	\$28.46	\$42.68	\$29.00	\$43.50	\$29.54	\$44.31	\$30.08	\$45.12	\$30.62	\$45.93	\$31.17	\$46.75
Parking Mtnce Person	\$28.90	\$43.34	\$29.45	\$44.17	\$30.00	\$45.00	\$30.55	\$45.82	\$31.10	\$46.65	\$31.65	\$47.47
Utility Worker	\$29.34	\$44.01	\$29.90	\$44.84	\$30.45	\$45.68	\$31.01	\$46.52	\$31.57	\$47.36	\$32.13	\$48.20
Greenskeeper	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Light Machine Opr, Parks	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Light Machine Opr, Refuse	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Light Machine Opr, S & S	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Fleet Management Technician	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Hvy Machine Opr, Parks	\$30.36	\$45.53	\$30.93	\$46.40	\$31.51	\$47.27	\$32.09	\$48.14	\$32.67	\$49.00	\$33.25	\$49.87
Hvy Machine Opr, Refuse	\$30.36	\$45.53	\$30.93	\$46.40	\$31.51	\$47.27	\$32.09	\$48.14	\$32.67	\$49.00	\$33.25	\$49.87
Hvy Machine Opr, S & S	\$30.36	\$45.53	\$30.93	\$46.40	\$31.51	\$47.27	\$32.09	\$48.14	\$32.67	\$49.00	\$33.25	\$49.87
Horticulturist	\$31.12	\$46.68	\$31.71	\$47.57	\$32.31	\$48.46	\$32.90	\$49.35	\$33.49	\$50.24	\$34.09	\$51.13
Turf Specialist	\$31.12	\$46.68	\$31.71	\$47.57	\$32.31	\$48.46	\$32.90	\$49.35	\$33.49	\$50.24	\$34.09	\$51.13
Forester	\$31.34	\$47.01	\$31.94	\$47.91	\$32.54	\$48.80	\$33.13	\$49.70	\$33.73	\$50.60	\$34.33	\$51.49

* Probationary employees will receive 10 cents less than union scale.

Appendix-E

**AFSCME LOCAL 699 – CLASSIFICATION AND WAGE REPORTS
MAY 1, 2013 – APRIL 30, 2014**



FOR COUNCIL: August 12, 2013

SUBJECT: Application of Taste of India BLM, Inc., d/b/a Taste of India, located at 704 S. Eldorado Rd., requesting an RAS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAS liquor license for Taste of India BLM, Inc., d/b/a Taste of India, located at 704 S. Eldorado Rd., be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Taste of India BLM, Inc., d/b/a Taste of India, located at 704 S. Eldorado Rd., requesting an RAS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; and Tracey Covert, City Clerk; and Keyur Patel, owner/operator and Applicant representative.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Keyur Patel, owner/operator and Applicant representative, addressed the Commission. Taste of India would be located at the restaurant formerly known as Chevy's. He planned to renovate the building.

Commissioner Renner noted feedback received from the McLean County Health Department, (MCHD). Mr. Patel informed the Commission that he had met with the MCHD staff this morning. Commissioner Renner informed Mr. Patel that the MCHD's approval was required.

Commissioner Tompkins questioned if Mr. Patel held other liquor licenses. Mr. Patel responded affirmatively. He had held a liquor license in the recent past and currently held a liquor license for Namaste Plaza Blm, located at 704½ S. Eldorado Rd. He described Namaste as a convenient store.

Commissioner Tompkins questioned if Taste of India's servers would be BASSET (Beverage Alcohol Sellers & Servers Education & Training), trained. Mr. Patel responded affirmatively.

Commissioner Jordan questioned the required insurance. He also questioned if Mr. Patel had any previous violations.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the application by Taste of India BLM, Inc., d/b/a Taste of India, located at 704 S. Eldorado Rd., requesting a RAS

liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on July 1, 2013 in accordance with City Code. In accordance with City Code, approximately eighty-four (84) courtesy copies of the Public Notice were mailed on July 1, 2013. In addition, the Agenda for the July 9, 2013 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This would be a new RAS liquor license. Annual fee for an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: _____ Seconded by: _____

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



FOR COUNCIL: August 12, 2013

SUBJECT: Application of Station Two Twenty Inc., d/b/a Station Two Twenty, located at 220 E. Front St., requesting an RAPS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAPS liquor license for Station Two Twenty, Inc., d/b/a Station Two Twenty, located at 220 E Front St., be created, contingent upon compliance with all applicable health and safety codes.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Station Two Twenty Inc., d/b/a Station Two Twenty, located at 220 E. Front St., requesting an RAPS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; and Tracey Covert, City Clerk; and Ken Myszke, owner/operator and Applicant representative.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the Applicants address this application. He noted that this application involved a change of ownership.

Ken Myszke, owner/operator and Applicant representative, addressed the Commission. Station 220 was currently held by CS Bloom, Inc. Chad Ellington was the building owner. Epiphany Farms had been responsible for the kitchen operations for the past two and a half (2½) years. A new corporation was formed. The corporate stockholders were Stu Hummel, Na Nam Myszke and himself. Their new corporation would enter into a twenty (20) year lease with Mr. Ellington. The lease was contingent upon approval of the liquor license.

Commissioner Tompkins described Station Two Twenty as a good player/partner. There had not been any issues with this restaurant.

Commissioner Jordan questioned Mr. Ellington's continued ownership. Mr. Myszke stated that Mr. Ellington would be the landlord. He restated that the new corporation consisted of himself, his wife and Mr. Hummel.

George Boyle, Asst. Corporation Counsel, addressed the Applicant. He questioned the business plan and if any changes were planned. Mr. Myszke noted that there had been a number of changes during the past two and a half (2½) years. The Loft would reopen in the fall 2013 with a new concept and new name.

Mr. Boyle questioned the request for the “P”, Packaged liquor license. He specifically questioned the conditions for a packaged sale. Mr. Myszke cited wine dinners. Guests have requested the ability to purchase the wines served at these dinners.

Commissioner Tompkins questioned hard liquor to go. Mr. Myszke noted that there might be an occasional beer and/or liquor tasting. There was no plan to offer packaged spirits for sale. Commissioner Tompkins recommended that a dinner order must accompany a liquor order. Mr. Myszke noted that Station Two Twenty was focused on the dining experience. The focus was not on liquor sales.

Commissioner Jordan stated that patrons would have the ability to purchase sealed bottles. Mr. Myszke noted that patrons currently have the ability to take their bottled wine home. An opened bottle of wine is corked, placed in a sealed bag with the receipt enclosed. The intention was to host special wine dinners and offer these wines for packaged sale.

Mr. Boyle noted that the wine baggie was allowed under state law. He needed to research City Code. Commissioner Jordan stated that the wine must be in the original container. Mr. Boyle added that it must be bottled wine. Mr. Myszke added that the wine baggie is sealed.

Commissioner Tompkins suggested that the “P” liquor license be amended to only allow the sale of package wine. Mr. Myszke reminded the Commission of the occasional spirit tasting. Commissioner Tompkins stated that he had no problem with the concept. Mr. Myszke acknowledged the risk. Wine dinners were scheduled events. Attendees would complete an order sheet. The wine would be picked up at a later date.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application by Station Two Twenty, Inc., d/b/a Station Two Twenty, located at 220 E. Front St. requesting an RAPS liquor license, which allows the sale of all types of alcohol by the glass and the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on July 1, 2013 in accordance with City Code. In accordance with City Code, approximately eighteen (18) courtesy copies of the Public Notice were mailed on July 1, 2013. In addition, the Agenda for the July 9, 2013 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for an RAPS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: _____

Seconded by: _____

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



FOR COUNCIL: August 12, 2013

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on June 28, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Brian Smith and Ashley McKay to allow moderate consumption of alcohol at their June 28, 2014, wedding reception to be held at Lake Bloomington's Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk, and Ashley McKay & Brian Smith, bride and groom and request representatives.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Ashley McKay, bride, addressed the Commission. The wedding was scheduled for June 28, 2014 at the Lake Bloomington Davis Lodge. There were 150 people on the guest list. Famous Liquors, located at 1404 E. Empire St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding reception was scheduled for 1:00 to 4:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Ashley McKay and Brian Smith to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their June 28, 2014 wedding be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July9, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2013 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Ashley McKay and Brian Smith are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 1:00 p.m. to 4:00 p.m. on June 28, 2014; and

WHEREAS, Ashley McKay and Brian Smith have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on June 28, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 12th day of August, 2013.

APPROVED this ___th day of August, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: August 12, 2013

SUBJECT: Transfer of land to developers of The Grove on Kickapoo Creek, Fourth Addition Subdivision in exchange for parkland conveyed from those developers

RECOMMENDATION/MOTION: That the conveyance of land be authorized.

STRATEGIC PLAN SIGNIFICANCE: 5. Great Place- Livable, Sustainable City
d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: On May 28, 2013, the City approved a Petition from Eastlake, L.L.C., requesting Approval of Final Plats for The Grove on Kickapoo Creek Fourth Addition Subdivision and Grove Park Subdivision commonly located north of Ireland Grove Road and west of Township Road 2100 East. As part of that subdivision, the portions of property set aside for parkland dedication and property set aside for buildable lots were slightly revised. Since there had already been a dedication of land by the developers to the City for use as parkland, which is now shown on the newly approved plat as buildable lots, that property should be conveyed by the City to the developers. Similarly, since the developers owned property which is now to be used as parkland, the developers have prepared a deed conveying that land to the City. A deed has been drafted which conveys property currently owned by the City to the developers. The deed tendered to the City by the developers is also shown in the attachments, as well as a map showing the changes in land ownership.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None. The values of the parcels traded are virtually identical.

Respectfully submitted for Council consideration.

Prepared by: J. Todd Greenburg, Corporation Counsel

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Warranty Deed
 Attachment 2. Exhibit A
 Attachment 3. Quit-Claim Deed
 Attachment 4. Sketches and Map

Motion: _____ Seconded by: _____

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

COPY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantors, being ARMSTRONG GROVE, INC., an Illinois Corporation, IUVO CONSTRUCTUM, LLC, an Illinois Limited Liability Company, DOUD LAND DEVELOPMENT, INC., an Illinois Corporation, KAISNER CORPORATION, an Illinois Corporation, FRANKE GROVE, INC., an Illinois Corporation, and R & H HOMES, INC., an Illinois Corporation, for and in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration, in hand paid, Convey and Warrant to CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, a municipal corporation, the following described Real Estate, to-wit:

See Exhibit A attached hereto and incorporated herein.

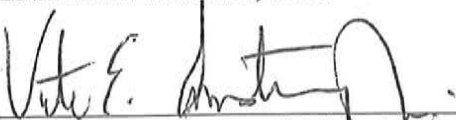
Part of PIN 22-09-451-001.

The Grantee assumes and agrees to pay the 2008 and subsequent real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions, and conditions of record.

This deed is made, executed, and delivered pursuant to authority given by the Board of Directors of the above named corporations.

IN TESTIMONY WHEREOF, The Board of Directors of the above named corporations have hereunto caused their corporate seals to be affixed, and these presents to be signed by their respective Presidents this 6th day of May, 2013.

ARMSTRONG GROVE, INC.

By: 
Victor E. Armstrong, Jr., President

IUVO CONSTRUCTUM, LLC.

By: 
Marti Rave, Manager

DOUD LAND DEVELOPMENT, INC.

By: [Signature]
William C. Doud, President

KAISNER CORPORATION

By: [Signature]
Marshall L. Kaisner, President

FRANKE GROVE, INC.

By: [Signature]
Donald R. Franke, President

R & H HOMES, INC.

By: [Signature]
Ken Verkler, President

Exempt under provisions of Paragraph e, Section 31-45, Property Tax Code (35 ILCS 200/31-45(e)).

5/6/13
Date

[Signature]
Buyer, Seller or Representative

STATE OF ILLINOIS)
) SS
McLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That VICTOR E. ARMSTRONG, JR. personally known to me to be the President of ARMSTRONG GROVE, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 2013.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
McLEAN COUNTY)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Marti Rave, the Manager of IUVO CONSTRUCTUM, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 2013.



Notary Public

STATE OF ILLINOIS)
) SS
McLEAN COUNTY)



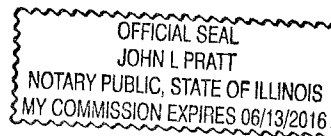
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That WILLIAM C. DOUD personally known to me to be the President of DOUD LAND DEVELOPMENT, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 2013.



Notary Public

STATE OF ILLINOIS)
) SS
McLEAN COUNTY)



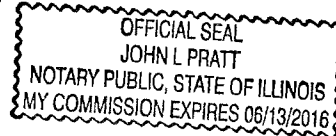
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That MARSHALL L. KAISNER personally known to me to be the President of KAISNER CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument as President of

said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 2013.



Notary Public



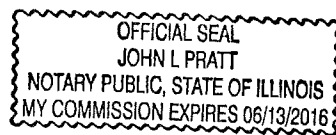
STATE OF ILLINOIS)
) SS
McLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That DONALD R. FRANKE personally known to me to be the President of FRANKE GROVE, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 2013.



Notary Public




STATE OF ILLINOIS)
) SS
McLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That KEN VERKLER personally known to me to be the President of R & H HOMES, INC., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority,

given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of May, 2013.



Notary Public



Prepared by and please return to:

John L. Pratt
Pratt and Pratt, P.C.
415 N. Center Street
Bloomington, IL 61701
(309) 828-2302

Send subsequent tax bills To:

City of Bloomington
Attn: City Clerk
P.O. Box 3157
Bloomington, IL 61702

Exhibit A

Legal Description

A part of the Southwest Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:
Commencing at the Northeast Corner of a tract of land conveyed to the City of Bloomington per warranty deed recorded April 7, 2008 as Document No. 2008-9415 in the McLean County Recorder's Office, thence southeasterly 283.55 feet along the Northeasterly Line of said tract of land being the arc of a curve concave to the northeast with a radius of 245.00 feet and the 267.99 foot chord of said arc forms an angle to the left of 123°-09'-20" with the North Line of said tract; thence southeasterly 230.00 feet along a line which forms an angle to the left of 213°-09'-20" with the last described chord; thence easterly and northeasterly 384.84 feet along a line being the arc of a curve concave to the north with a radius of 245.00 feet and the 346.48 foot chord of said arc forms an angle to the left of 225°-00'-00" with the last described course; thence northeast 45.00 feet along a line which forms an angle to the left of 225°-00'-00" with the last described chord; thence southeast 30.00 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning. From said Point of Beginning, thence continuing southeast 366.42 feet along a line which forms an angle to the right of 180°-00'-00" with the last described course; thence easterly and northeasterly 305.43 feet along a line being the arc of a curve concave to the north with a radius of 175.00 feet and the 268.12 foot chord of said arc forms an angle to the right of 130°-00'-00" with the last described course; thence northeast 218.98 feet along a line which forms an angle to the right of 130°-00'-00" with the last described chord; thence westerly 31.21 feet along a line being the arc of a curve concave to the north with a radius of 600.00 feet and the 31.20 foot chord of said arc forms an angle to the right of 74°-01'-57" with the last described course; thence southwest 96.51 feet along a line which forms an angle to the right of 105°-58'-03" with the last described chord; thence southwesterly and westerly 375.25 feet along a line being the arc of a curve concave to the north with a radius of 215.00 feet and the 329.40 foot chord of said arc forms an angle to the right of 230°-00'-00" with the last described course; thence northwest 277.71 feet along a line which forms an angle to the right of 230°-00'-00" with the last described chord; thence southwest 60.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 1.147 acres, more or less.

This description falls within property to be subdivided as Grove Park Subdivision.

Part of PIN 22-09-451-001

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, That the Grantor, being the CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS, a Municipal Corporation, for and in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration, in hand paid, Conveys and Quit-Claims to ARMSTRONG GROVE, INC., an Illinois Corporation, IUVO CONSTRUCTUM, LLC, an Illinois Limited Liability Company, DOUD LAND DEVELOPMENT, INC., an Illinois Corporation, KAISNER CORPORATION, an Illinois Corporation, FRANKE GROVE, INC., an Illinois Corporation, and RHH, INC., an Illinois Corporation, each as to an undivided one-sixth (1/6) interest as tenants in common, the following described Real Estate, to-wit:

See Exhibit A attached hereto and incorporated herein.

Part of PIN 22-09-451-001.

The Grantee assumes and agrees to pay the 2012 and subsequent real estate taxes and takes title subject to such taxes and zoning ordinances, easements, restrictions, and conditions of record.

This deed is made, executed, and delivered pursuant to authority given by the City Council of said Municipal Corporation at a regular meeting of the City Council held on August 12, 2013.

IN TESTIMONY WHEREOF, The said City of Bloomington hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Mayor and attested by its City Clerk this ____ day of August, 2013.

CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS,
A Municipal Corporation

By: _____
TARI RENNER, its Mayor

Attest: _____
TRACEY COVERT, its City Clerk

STATE OF ILLINOIS)
) SS
McLEAN COUNTY)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify That TARI RENNER, personally known to me to be the Mayor of the CITY OF BLOOMINGTON, McLean County, Illinois, a Municipal Corporation, and TRACEY COVERT, personally known to me to be the City Clerk of said Municipal Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk they signed and delivered the said instrument of writing as Mayor and City Clerk of said Municipal Corporation, and caused the corporate seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the City Council of said Municipal Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____day of August, 2013.

Notary Public

Exempt under provisions of Paragraph b, Section 31-45, Property Tax Code (35 ILCS 200/31-45(b)).

Date

Buyer, Seller or Representative

Prepared by and please return to:
John L. Pratt
Pratt and Pratt, P.C.
415 N. Center Street
Bloomington, IL 61701
(309) 828-2302

Send subsequent tax bills To:

Mr. Victor E. Armstrong, Jr.
Armstrong Builders, Inc.
1701 Tullamore Avenue, Suite A
Bloomington, IL 61704

Exhibit A

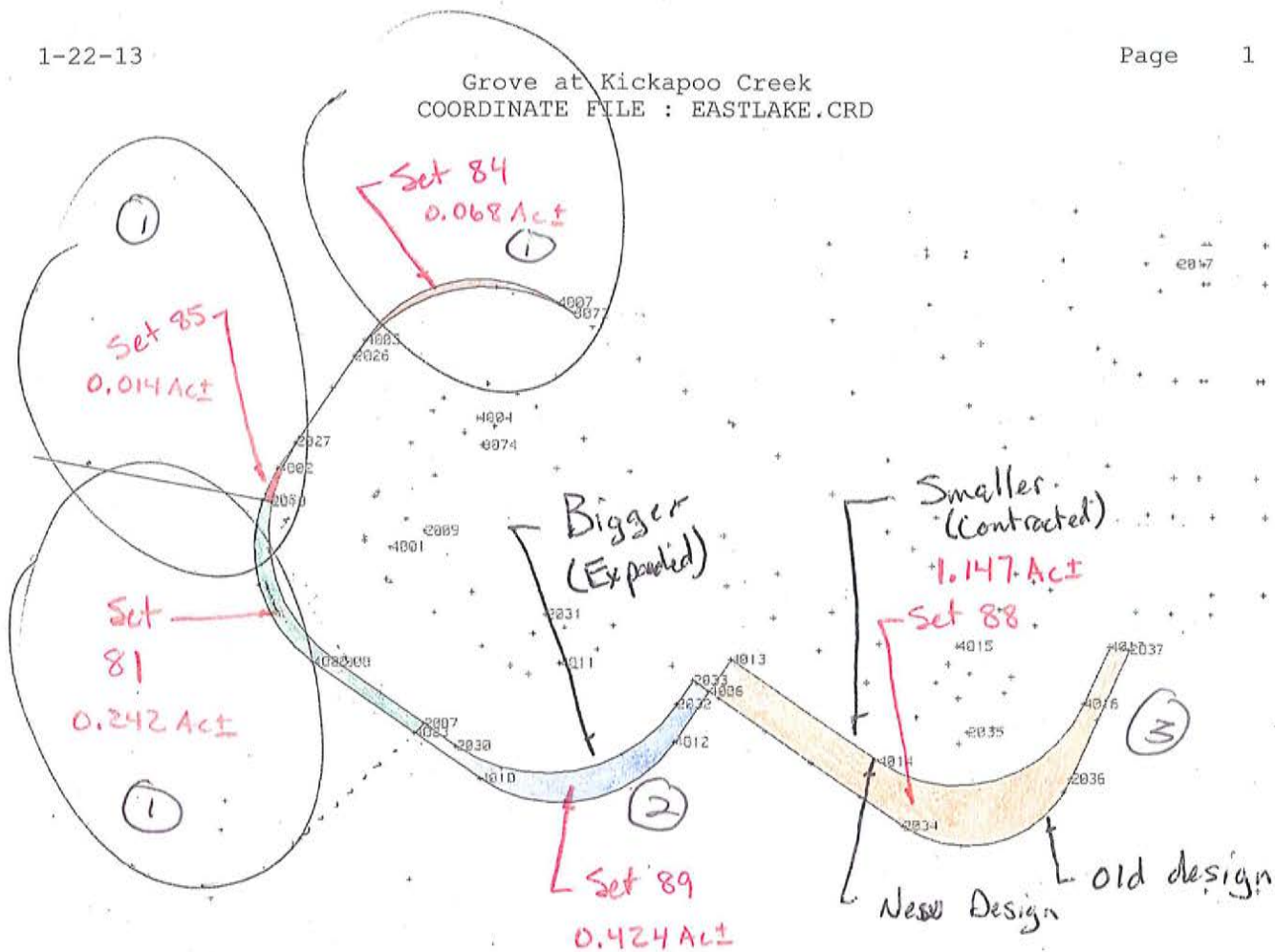
Legal Description

Lots 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, Outlot 378 and Outlot 379 in The Grove on Kickapoo Creek Fourth Addition, City of Bloomington, McLean County, Illinois, according to the plat thereof recorded on July 22, 2013, as Document Number 2013-18809, situated in McLean County, Illinois.

Part of PIN 22-09-451-001

Note: The legal descriptions for Tracts 1 and 2 are part of the real estate described in Document No. 2009-35251 filed with the McLean County Recorder of Deeds. The legal description for Tract 3 is part of the real estate described in Document No. 2008-9415 filed with the McLean County Recorder of Deeds.

Grove at Kickapoo Creek
COORDINATE FILE : EASTLAKE.CRD

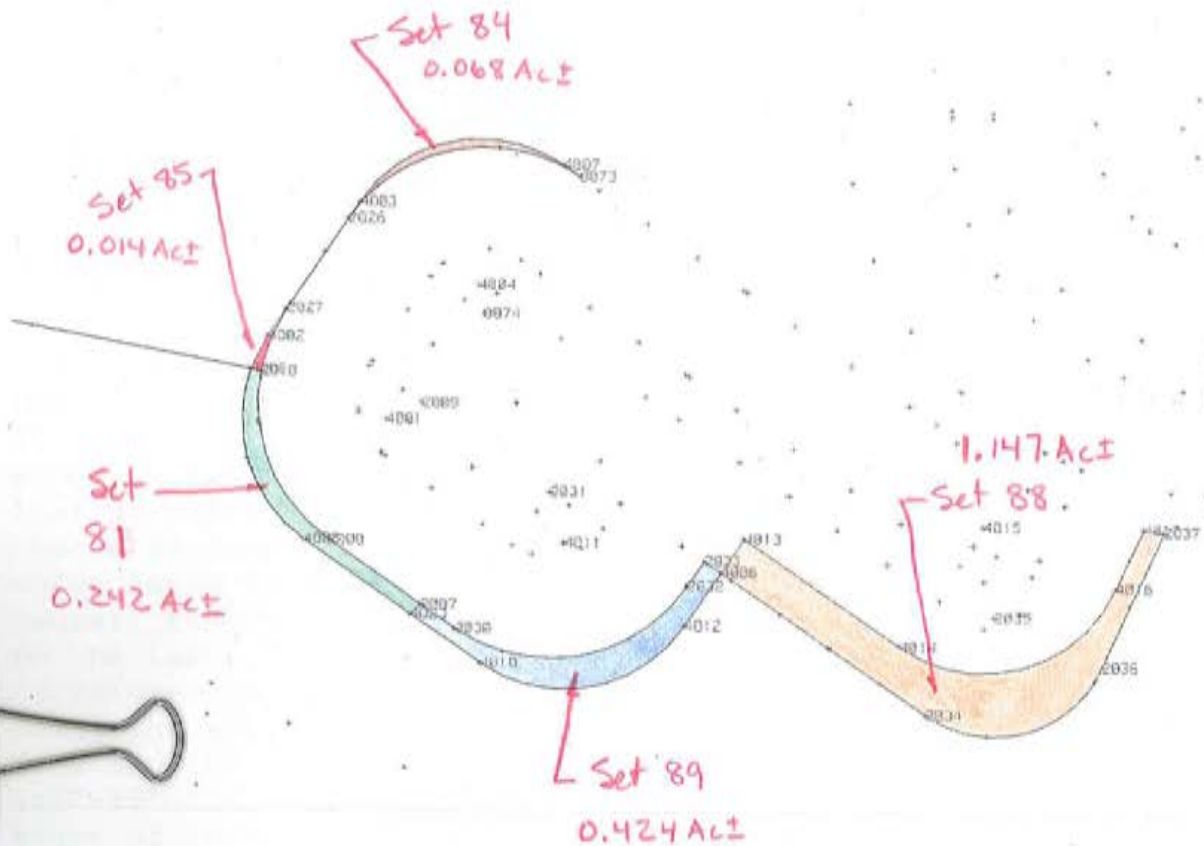


Developers to C.O.B - 1.147± Ac (1 Tract)

COB to Developers - 0.748± Ac (4 Tracts total)

- ① Deeds from City to the Partners
- ② Deed from ~~the~~ Eastlake LLC to Partners
- ③ Deed from Partners to the City

Grove at Kickapoo Creek
COORDINATE FILE : EASTLAKE.CRD



Developers to C.O.B - 1.147± Ac (1 Tract)
C.O.B to Developers - 0.748± Ac (4 Tracts total)



DATE 08/06/13

Public Works Department

The Grove Sub



0 362.5 725 1,450 Feet





FOR COUNCIL: August 12, 2013

SUBJECT: Petition submitted by FOB Development, Inc. requesting approval of a Third Revision to a Preliminary Plan for a Portion of Empire Business Park

RECOMMENDATION/MOTION: That the Preliminary Plan be approved and the Ordinance passed.

STRATEGIC PLAN LINK: The preliminary plan will facilitate the objective of expanding businesses.

STRATEGIC PLAN SIGNIFICANCE: Once the plan is approved and along with final platting development of vacant land can begin. This will encourage the growth of local businesses in the business park and other business locations along east Empire.

BACKGROUND: The petitioner is requesting to amend the Empire Business Park preliminary plan. This is for the property located north of Illinois Route 9, east of Trinity Lane and west of the future Deneen Drive, consisting of approximately 14.2 acres. The cul-de-sac from a previously approved plan is proposed to be removed and a public street extended to Deneen Drive. The location of the existing Trinity Lane and Deneen Drive will not change. There is much interest in this business park and approval will facilitate the sale of parcels for commercial development.

The Planning Commission reviewed the petition on May 8, 22, and July 24, 2013. The petitioner's attorney and engineer both spoke at the meetings explaining the amended preliminary plan. The Commission had much discussion on providing a sidewalk along the north side of Empire Street. The Commission held public hearings and one person spoke in favor of the request and objected to the consistency review rating and the approval being held up for the sidewalk issue. At the May 8, meeting the case was laid over in order for staff and the developer to work on a sidewalk resolution and consult with the Illinois Department of Transportation (IDOT) on their sidewalk requirements. On May 22, the Planning Commission voted 8-0 to recommend approval of the petition. The case was remanded back to the Planning Commission on July 24. The developer, staff and the Planning Commission were all satisfied with the plan.

Staff felt having Magory Drive extended to Deneen Drive was a positive feature of the revised preliminary plan as it will improve circulation. The major concerns from staff was that sidewalks should be provided on the north side of Empire Street and on Magory Drive, that the Magory Drive should be a public street and a properly designed street, and that all IDOT requirements are met. All of these issues have been resolved and Magory Drive will be a city street built to city specifications with sidewalks on both sides and on Empire. The design will also comply with IDOT requirements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 20 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues and services should not change with the approval of the amended preliminary plan.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner
 Reviewed by: Mark R. Huber, Director, PACE
 Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
 Patti-Lynn Silva, Director of Finance
 Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
 City Manager

- Attachments:** Attachment 1. Petition, Ordinance, Legal Description
 Attachment 2. Engineering Letter – April 22, 2013
 Attachment 3. PC Staff Report – May 8, 2013
 Attachment 4. PC Minutes – May 8, 2013
 Attachment 5. PC Minutes – May 22, 2013
 Attachment 6. Council Memo – July 8, 2013
 Attachment 7. PC Staff Report – July 17, 2013
 Attachment 8. PC Minutes – July 24, 2013
 Attachment 9. Mailing Map and List

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF THIRD REVISION TO A PORTION OF THE EMPIRE
BUSINESS PARK PRELIMINARY PLAN

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

NOW COMES FOB DEVELOPMENT, INC., hereinafter referred to as Petitioner,
respectfully representing and requesting as follows:

1. Petitioner is interested in the premises described on the attached Exhibit "A" attached hereto and made a part hereof by this reference;
2. Petitioner seeks approval of a third revision of the previously approved Empire Business Park Subdivision and attaches hereto as Exhibit "B" a copy of the proposed revision.
3. That the only change sought by this revision is to extend a private street Easterly to be extended to proposed Deneen Drive in lieu of the private street which had been shown on the previously approved Preliminary Plan.

WHEREFORE, Petitioner prays that this revision to a portion of the previously approved Empire Business Park Preliminary Plan, as amended, be approved as requested herein.

Respectfully submitted,

FOB DEVELOPMENT, INC.

By:

William C. Wetzel
Its Attorney

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING THE THIRD REVISION OF A PORTION OF THE
PRELIMINARY PLAN OF THE EMPIRE BUSINESS PARK SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of a Third Revision to a Portion of the Empire Business Park Subdivision relating to the premises legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the requirements of the Bloomington City Code; and

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

1. That the Third Revision to the Preliminary Plan for the Empire Business Park Subdivision as shown on Exhibit "B" is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 10th day of June, 2013.

APPROVED this ___th day of May, 2013.

MAYOR

CITY CLERK

DISAPPROVED:

REASON:

EXHIBIT "A"

LEGAL DESCRIPTION

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per "Survey of 355.15 Acres off the West Side of Section 31" as shown in Plat Book 12, page 120, in the McLean County Recorder's Office, lying south of and adjacent to the South Line of Cornelius Drive, east of and adjacent to the East Line of Airport Road, north of and adjacent to the North Line of Illinois Route 9 and west of and adjacent to the West Line of Trinity Lane, all in the City of Bloomington, Illinois.

This property contains 14.20 acres, more or less.

MEMORANDUM

TO: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Mark Huber, Director of PACE
Mark Woolard, City Planner

CC: Neil Finlen, Farnsworth Group

FROM: Ryan L. Otto, Project Engineer

DATE: April 22, 2013

SUBJECT: Third Revision to a Portion of Empire Business Park Preliminary Plan Review Comments

I have reviewed the proposed preliminary plan and provide the following comments. The following comments reference the preliminary plan submittal from Farnsworth Group dated April 17, 2013.

1. The proposed Deneen Drive access point on IL Route 9 will require approval from the Illinois Department of Transportation.
2. Please place the following note on the cover sheet, "The intersection of Deneen Drive and Empire Street (IL RT 9) shall be improved to meet the requirements of the Illinois Department of Transportation. All costs to improve the intersection, including engineering studies, turn lanes and traffic signals, if required, shall be the responsibility of the Developer."
3. Please place the following note on the cover sheet, "The final pavement configuration and cross-section for Deneen Drive shall be determined by a traffic impact analysis, intersection design study, and pavement design."
4. Additional ROW should be shown at the intersection of Deneen Drive and IL RT 9 to allow for any necessary turn lanes.
5. Please provide access to a public storm sewer for Lot 44.
6. The Magory Dr. sanitary sewer inverts indicate that the flow goes uphill.
7. The flood routing shown appears to back-up water close to the point where it could over-top IL RT 9. Please review and revise if necessary.
8. Please place the following note on the cover sheet, "The Deneen Dr. access from the east and the IL RT 9/Deneen Dr. intersection improvements shall be constructed prior to approval of any final plats for the areas east of Lots 22 & 42.
9. Please show sidewalk along both sides of Magory Dr. and the north side of Empire.
10. Please place the following note on the cover sheet, "The developer shall provide an agreement to hold the City harmless for any liability for damages to the private subdivision infrastructure resulting from the maintenance and use of public utilities and easements."

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For Hearing Impaired
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employer*

To: Bloomington Planning Commission
From: Staff

Subject: **PS-03-13**. Public hearing and review on the petition submitted by FOB Development, Inc. requesting the approval of a Preliminary Plan for a Portion of Empire Business Park, Third Addition, for the property located north of Illinois Route 9 and east of Trinity Lane, consisting of approximately 14.2 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: B-1, Highway Business District
South: S-5, Airport District
East: B-1, Highway Business District
West: B-1, Highway Business District

Adjacent Land Uses

North: Vacant
South: Airport
East: Vacant, Hotel
West: Restaurant, Vacant

The Comprehensive Plan calls for Regional/Highway Commercial for the site.

The plan area is located east of Trinity Lane and north Illinois Route 9 and west of the Holiday Inn. Trinity Lane is a north-south improved Street which connects to Illinois Route 9. The larger business park is mostly vacant however there is a recently developed medical center and restaurant. Staff has identified the need for east-west sidewalks along Illinois Route 9 and Magory Lane connecting to existing developments to the east. The developer and staff are working to provide a solution. Engineering staff has identified other minor issues that are being addressed by the developer.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council approve the Preliminary Plan for a Portion of Empire Business Park, Third Addition, for the property located north of Illinois Route 9 and east of Trinity Lane, in Case PS-03-13.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING,
WEDNESDAY, MAY 8, 2013, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS

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

MEMBERS ABSENT: Mrs. Julie Morton

OTHERS PRESENT: Mr. Kevin Kothe, City Engineer
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairperson Cain called the meeting to order at 4:05 P.M.

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

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the February 27, 2013 minutes. In the first sentence under new business, “secondly” is to change to “second,” and a coma added after “two”. Mr. Balmer moved to approve the February 27, 2013 minutes as corrected. Mr. Stanczak seconded the motion which passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--yes; Mrs. Morton--absent; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--yes; Mr. Scritchlow--yes; Mr. Stanczak--yes; Mr. Diamond--yes.

REGULAR AGENDA:

PS-01-13. Public hearing and review on the petition submitted by Interchange City West, LLC, requesting the approval of a Reinstatement of a Preliminary Plan for the West Gate Plaza Subdivision, for the property located north of Illinois Route 9, east and west of Interstate Drive, consisting of approximately 22.85 acres.

Chairperson Cain introduced the petition. Mr. Woolard stated the reinstatement was requested because the preliminary plan has expired. He explained there are no changes associated with this particular petition and staff is recommending approval. Chairperson Cain opened the public hearing. Mr. Robert Lenz, 202 N. Center, stated he is representing the petitioner. The preliminary plan has expired by time as a function of the market. Both petitions PS-01-13 and PS-02-13 were presented at the same time.

PS-02-13. Public hearing and review on the petition submitted by Interchange City West, LLC, requesting the approval of an Amended Preliminary Plan for the West Gate Plaza Subdivision, for the property located north of Illinois Route 9, west of Interstate Drive, consisting of approximately 11.81 acres.

Chairperson Cain asked if there were any members of the audience who wished to speak in favor or against either of the two petitions and no one responded.

Mr. Balmer questioned if the concerns from engineering staff had been addressed. Mr. Lenz stated their engineers have been in communication with city engineering and thought the issues have all been resolved or they are simple matters that can be adjusted. Mr. Kothe explained there are still concerns and they are not in the document reviewed by the Commission and thus the items need to be provided in any approval.

Chairperson Cain closed the public hearing for cases PS-01-13 and PS-02-13.

Mr. Stuckey moved to recommend to the City Council to pass case PS-01-13. Mr. Balmer seconded the motion which passed by a vote of 9 to 0 with the following votes being cast on roll call:

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

Mr. Stuckey moved to recommend to the City Council to pass case PS-02-13 subject to the six conditions identified by the memo of April 25, 2013 from the city engineer. Mr. Stanczak seconded the motion which passed by a vote of 9 to 0 with the following votes being cast on roll call:

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

PS-03-13. Public hearing and review on the petition submitted by FOB Development, Inc. requesting the approval of a Preliminary Plan for a Portion of Empire Business Park, Third Addition, for the property located north of Illinois Route 9 and east of Trinity Lane, consisting of approximately 14.2 acres.

Chairperson Cain introduced the petition. Mr. Woolard explained the revision is for only a portion of the larger preliminary plan area. One of the streets is proposed to be extended to Deneen Drive. Staff would like to see more sidewalks shown on the plan. He also reviewed the consistency review which also identified the need for sidewalks as well as for a provision accommodating a transit stop. Staff recommends approval provided the items are addressed. There was discussion on features, such as sidewalks, of the development that could be provided to improve the consistency rating.

Chairperson Cain opened the public hearing. Mr. William C. Wetzels, 115 W. Jefferson Street Suite 400, stated he is the attorney for the petitioner and the project is designed such that they can present their needs to buyers. He explained sidewalks have been a big issue. He said there are no sidewalks in that area now and did not know what would be served by putting one in now. He said the city is willing to sacrifice a sidewalk on Magory for one on Empire where he does not know where it will go.

Mr. Neil Finlen, 2709 McGraw Drive with Farnsworth Group stated this is a case where commercial development has evolved. There will be a street which will not be a dead end and the developments are high end. Nine of the ten engineering comments have been addressed. He said the developers would place sidewalks on both sides of Magory which is their preference. They would rather not have the sidewalk in the IDOT right-of-way. He illustrated on an aerial photograph that there is about four miles without sidewalks along Empire. Sidewalks are in

place so one could walk from the medical office to the McDonald's. He also stated that there will be provision for a bus stop.

Mr. Kothe stated the developer has addressed everything except the sidewalk. He explained how times have changed over the years and there are a lot of miles without a sidewalk. The city now has a state right-of-way where people are walking without a sidewalk and people have actually worn a path where they were walking and those who were not walking there were in the street which is even more dangerous. The speed limit on 51 is the same as out on Empire Street. On Empire we have had a request for pedestrian access. On south Main the city had to foot the bill. The accommodations need to be provided as we move forward and the state is okay with such. There will be a separation between the walk and the road pavement.

Mr. Pearson said the city is not asking for that much in order to have connectivity. Mr. Kothe said a compromise would be to have a sidewalk on the north sides of Empire and Magory and not on the south side of Magory. He does not see a downside for the developer but an IDOT permit would be required. Chairperson Cain asked what the city is thinking for sidewalks east on Empire. Mr. Kothe said there is a sidewalk master plan drafted but it has not been adopted. The first goal would be on one side of Empire and ultimately on both sides without having to be in the shoulder or getting muddy in the field.

Mr. Finlen stated it is not a cost avoidance issue and their preference is to put sidewalks on both sides of Magory. He said the south side of Magory would be used more. He said it is a functional issue. There was more discussion on sidewalk locations in the area.

Chairperson Cain asked if there were any members of the audience who wished to speak in favor or opposition to this case. Mr. Bruce Meeks, 1402 Wright Street asked if the Planning Commission has seen the preliminary sidewalk master plan and Chairperson Cain responded with no. Mr. Meeks stated this reminded him of how a downtown development committee came up with ideas but the Liquor Commission could not enforce it because there was nothing to follow. Having a plan does not mean there is a legal requirement to follow it. He said you are being put into a position to follow a master plan with this being the first piece to follow and it is wrong to place that pressure on you and the developer. He said it sounds like we would be building a sidewalk to nowhere. He is all for having more sidewalks in the community. He said a compromise that they amend their plan such that they will put a sidewalk in on Empire once city provides their 30 percent and IDOT provides their 30 percent. All the pressure should not be put on them because they are putting it in their subdivision. He had concern over this being held up; going to city council with a C rating based on what Mclean County Planning Commission telling us to do without input; and we are holding them up on a master plan that has not been seen.

Mr. Wetzel stated he watched the evolution of the planning process of sidewalks and does not think there will be significant foot traffic because of the business nature of the area. He is concerned about an invitation for someone looking for a sidewalk 200 feet long and does not know who would get to the sidewalk. He said IDOT owns the right-of-way and does not know what they can do to convince them to allow a sidewalk and with an obligation to build it, they could be stuck. He does know what the purpose would be and does not see people walking on Empire. He does know if he thinks they can do it and it is not a good trade for the one on Magory. Mr. Balmer asked how many people live in those subdivisions. Mr. Wetzel stated there

are a huge number of people that live in Wingover and they are within walking distance of several businesses but there are no sidewalks. He said they would come up to walk up to Magory and then down to McDonald's. He does not know the cost of putting a driveway in the right-of-way and what IDOT will impose. He does not expect that IDOT will issue a permit but it is possible. There was discussion that the sidewalk being built on Route 9 condition upon an IDOT approval. Mr. Wetzel compared the IDOT approval and a long time for such with the thirteen years for a railroad crossing which still has not been approved.

Mr. Diamond questioned Mr. Kothe as to how difficult it would be to get IDOT approval. Mr. Kothe stated it would not be difficult at all and how they approved it on South Main Street where the sidewalk is much closer to the road. IDOT permits are given all the time to developers to install water and sewer mains and it is not IDOT's mains. The city needs to sign off on the mains and maintain them but Mr. Kothe said he does not see any issue for the sidewalk as long as the city signs off on it.

Mr. Woolard said the state is pushing for more pedestrian access in their right-of-way in many communities and there is a much greater risk if no sidewalk is installed because people will be walking right on the shoulder which is closer to traffic.

Mr. Wetzel suggested tabling the review to provide time to determine feasibility of a sidewalk permit.

Chairperson Cain closed the public hearing. The Commission discussed the sidewalk and whether to lay the case over and on having the city or developer being responsible for putting in a sidewalk and laying it over. There was an emphasis on only bringing clean proposals to the Commission.

Mr. Pearson moved that the Planning Commission lay the case over until the next meeting to allow the petitioner to clean up the submittal based upon the city staff comments and allow the city staff to come back with a new recommendation. Mr. Stanczak seconded the motion which passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--yes; Mrs. Morton--absent; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--yes; Mr. Scritchlow--yes; Mr. Stanczak--yes; Mr. Diamond--yes.

OLD BUSINESS: None

7. NEW BUSINESS: None

8. ADJOURNMENT

There being no further business to come to the Bloomington Planning Commission's attention, Mr. Wills moved to adjourn and the motion was approved unanimously. The meeting was adjourned at 6:01 p.m.

Respectfully submitted,

Mark Woolard
City Planner

For further information contact:

Mr. Mark Woolard, City Planner

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Bloomington, IL 61701

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

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

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

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

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

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

PUBLIC COMMENT: None

MINUTES: The Commission did not receive the May 8, 2013 minutes in sufficient time to review before the meeting. Chairperson Cain moved to hold the minutes to the next meeting. Mr. Balmer seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call:

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

REGULAR AGENDA:

PS-03-13. Public hearing and review on the petition submitted by FOB Development, Inc. requesting the approval of a Preliminary Plan for a Portion of Empire Business Park, Third Addition, for the property located north of Illinois Route 9 and east of Trinity Lane, consisting of approximately 14.2 acres.

Chairperson Cain introduced the petition and stated the case was laid over from the last meeting. Mr. Woolard explained this was mainly for the sidewalk issue which has been resolved. Staff recommends approval with the sidewalk being on the north sides of Empire and Magory.

Chairperson Cain opened the public hearing. Mr. William C. Wetzel, 115 W. Jefferson Street Suite 400, stated he has reached accord with the staff and they walked the site. A memo from Kevin Kothe dated May 17, 2013 has language addressing the sidewalk issue. He stated IDOT wants connections at both ends and FOB Development is committing to building the sidewalk when they can. The sidewalk language will be on the amended preliminary plan.

Mr. Neil Finlen, 2709 McGraw Drive with Farnsworth Group stated all items have been addressed on the preliminary plan and will match the email sent out on Friday. Note number 15 reflects the clarifications and discussions from IDOT. The Advocate Bromenn name, outlot 49 and the date will all be corrected before it goes to City Council.

There was discussion on the sewer. All lots will be served by sewer.

Mr. Kothe explained IDOT wants sidewalks connected from one intersection to another. Mr. Finlen stated we do not know when the Deneen and Route 9 intersection will be built. It depends on sales but there is a huge amount of activity on this property.

Chairperson Cain asked if there were any members of the audience who wished to speak in favor, opposition or who had questions regarding this case and no one spoke. Chairperson Cain closed the public hearing.

Mr. Pearson moved that the Planning Commission recommend to City Council to approve the Preliminary Plan revision three for a Portion of Empire Business Park, Third Addition to City Council for approval, case PS-03-13. Mr. Schulz seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call:

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

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

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

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

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

Karla Carney-Hall with Illinois Wesleyan at 1312 Park Street 103 Holmes Hall, stated there are stories of near misses and the purpose is for the safety of the students.

Chairperson Cain asked if there were any members of the audience who wished to speak in favor or opposition and no one spoke. Then Chairperson Cain asked if there was anyone who had questions regarding this case. Jessie Hinshaw of 1410 Fell asked where the alley was located. Chairperson Cain asked if there were any other members of the audience with questions pro or con and no one spoke. Chairperson Cain closed the public hearing.

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

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

Case Z-02-13 Public hearing and review petition submitted by Thomas Nielsen and Kathryn Bohn requesting the approval of a Rezoning from R-2, Mixed Residence District with an S-4 Historic Preservation District overlay to R-2, Mixed Residence District for the property located at 605 E. Front Street with the George Hanna House, Queen Anne style.

Chairperson Cain introduced the petition. Mr. Woolard stated that staff did not receive any information regarding the petition besides what was in the public hearing notice and the case should be laid over to give the applicant time to prepare documents and research as to why the S-4 zoning should be removed. He explained how there are S-4 zoned properties adjacent to the site to the south. The code stipulates that if just one of the standards is met the S-4 zoning is justified and must remain. The Historic Preservation Commission has reviewed the petition and is recommending denial. A statement from Greg Koos was provided to the Historic Preservation Commission which identified historic and architectural features on the building which still remain today. Emails from residents were provided to the Planning Commission.

Chairperson Cain opened the public hearing. Ms. Tracy Haas Riley a realtor with Prudential Real Estate resides at 205 Willard Ave. She stated she represents the buyer who is attempting to purchase the home. The petitioner has signed a document authorizing her and the buyer to speak in this case. Her client has a lot of emotional attachment to the property, and also owns other rental properties that he has rehabbed. His intention is to bring the property back. She said they are not disputing the historical significance of the house. They put in the purchase offer for the house subject to repairing the roof. She said they had to go to three historic preservation meetings because they did not have a roofer who got it. It has been more challenging than they thought. Last week they were successful in getting the roof approved but the train had started moving with the S-4 rezoning before that approval. So they did not want to stop that train. There were some materials that the contractor wanted to use that do not follow the guidelines. They are trying to figure this out as we go along. As long as they got the roof they are good. The Historic Preservation Commission talked about grants and help so there is some positive promise. The petitioner's official position is to request a layover.

Discussion ensued about the house and petition. Ms. Riley stated the sale of the house is not contingent upon the S-4 removal. She does not want her client to get into a situation where he gets foreclosed on. She said her client can do a lot of stuff but they want to see that it is doable. The Historic Preservation Commission is allowing regular asphalt shingles to be used for the roof. She stated the estimate for just the roof is around \$30,000 and that is the most expensive

roof she has ever heard of for residential. A roof estimate will be about \$60,000 with the S-4 overlay. She said it is very vague but a bid was for up to \$95,000 and this include other work. She did not have a bid with like materials. She said she is optimistic but she guesses the value with the S-4 overlay would be around \$200,000. The property generates approximately \$40,000 in revenue a year without expenses. In five years this would be \$200,000 minus expenses.

Chairperson Cain asked if there were any members of the audience who wished to speak in favor of the petition and no one spoke.

Chairperson Cain asked if there were any members of the audience who wished to speak in opposition to the petition. Mr. Carson Durham resides at 304 S. Mercer and stated he is the Chairman of the Bloomington Historic Preservation Commission which is appointed by the mayor, has rules and regulations, and they are not just some society or group. He stated 30 years ago this property was given this designation and was presented by an owner at that time. It was approved by the Historic Preservation and Planning Commissions, and the City Council like we all have currently. The property has been in decline based on the ownership and not the historical or architectural merit. The elements that made it special 30 years ago still remain. The Historic Preservation requests that you deny this petition and if all commissioners be could be here they would unanimously say it should be completely denied. The discussion based on the petitioner has been very confusing to say the least. The criticism of the Historic Preservation Commission has been that the S-4 overlay is causing a financial hardship based on the financial pieces of the puzzle. The Historic Preservation Commission continued to ask what is the difference between the costs of repairing the property under the S-4 verses not under the S-4. He said the hardship under the S-4 has not been presented to us. The items they are responsible for approving are exterior items and they are not responsible for the structural integrity that's been removed based on water infiltration, the porch falling down because the ground had settled and the wall falling down because of water damage. The Historic Preservation Commission has nothing to do with those things and cannot be saddled with that as a criticism in causing this project in terms of its financial capabilities to move forward. The information requested to be submitted from the petitioner came in different all three times and there has not been any consistency. We request that you deny this not only because the property is deserving of the S-4 but also because it is part of the City's plan for Historic Preservation that was developed over 25 years ago. That plan identified districts, individual buildings and residences that are worthy of maintaining with a historic perspective and this was approved by the Planning Commission and the City Council. Thus to arbitrarily remove one of those elements of that plan based on a very short window of circumstances would be in the Historic Preservation Commission's mind short sighted and arbitrary. The minutes will reflect the recommendation of denial.

Chairperson Cain stated that generally they look to the Historic Preservation Commission for their recommendation on these types of cases. Mr. Durham explained they would be willing to look at like for like. For instance the box gutters are not simple to replace but they are not astronomically expensive to replace and they would give council as how to fix such. The fascia of this building has some detailing that are an integral part of what makes the building special and the rules would not allow some sort of fake replacement bracket but we would be open solutions that would be a win-win for both parties. The biggest thing is that we were given a roofing number based on asphalt shingles and then we were given a number that said if we follow your guidelines it is going to cost \$90,000 and when asked what do you mean by that \$90,000, they could not tell us. So there was an information gap. We want the property to be

saved as much as anyone but we do not see it as a fire sell. Mr. Durham explained they are commissioned to look at the exterior of the building such as walls, roof, fascia, or porches and make sure the repairs whether a replacement or a simple repair is in keeping with the architectural history so you are not taking off an architectural element and throwing in the dumpster and replacing it with something else. If they want to paint the house we do not care about the color but just about the technique so they do not destroy the wood or material finish. We are not the historic police. Mr. Wills asked why it took the petitioner three times to go through the Historic Preservation Commission for a roof? Mr. Durham explained the information provided was not enough to make a thumbs up or a thumbs down vote. In fact at the last meeting they had to strike a bunch of things to get it voted on and rewrite it to make it approvable. Grants can be given for a project and the intent is to offset the extra cost if any. There also grants through the state and federal government.

Bob Russano, of 706 E. Grove stated he has been an vice president of a mortgage banking firm and an appraiser of commercial property and in his experience in addition to location two things dictate the sale price of a property which is income and condition. He explained \$40,000 is great income and he wished his buildings had that and he owns three properties on Grove St. His last bid for a roof was \$35,000 and there are two other roof bids in there that were a lot more. Thus based on what Ms. Riley said the price is incorrect and needs to come down. He has lived for 38 years on E. Grove which is a block away and over. When he moved there Dimmitt's Grove was dicey including a motorcycle gang. He is one of the people who helped change that neighborhood and he has never given up. He owns 706, 710 and 704 E Grove. The previous owner of 710 saved the neighborhood. She wouldn't allow buildings tore downs and to have the zoning changed for commercial because it would ruin the neighborhood. The changed law changed the attitude and in this case changing the zoning will change the attitude and it is what he is afraid of. In Dimmitt's Grove they fought for and against changes. The neighborhood has changed beyond what the 605 E Front building represents in its current state and the number of apartments in it. People have lowered the number of apartments in buildings because the area is no longer for low end housing. He said we have increased the value of the properties and when done properly that will handsomely reward their landlords when they go to sell them, especially with grants. The owner of the beautiful brick building at 701 E. Grove put a lot of money in it and a lot of money came from the state and she had to make three trips to the commission to get it right. There was a proposal for a computer store and outlet and an upstairs office at 712 E. Front and we showed up and the answer was no. 501 E. Front was proposed to be torn down and we went to the landlord and we were going to come to the Commission but the landlord decided he did not want that fight and now it is a viable piece of residential property. At another site they stopped a strip mall from going in and now there is a historic national award winning house residence. A realtor proposed a realtor's office for 407 E. Grove who claimed interest in maintaining the historic perspective but she evaporated when the zoning was not changed. 702 E. Grove has the S-4 overlay and was in a lot worse shape than 605 E. Front. It had the sky visible from the basement and had a fire and yet was purchased and the owner has provided a great place for his tenants to live. Directly in back 605 E. Front was a house that was literally falling into itself and the current owner restored it. It is on the historic register and is beautiful. The neighborhood has changed and it needs to keep this historic property historic. Work in the bounds of the codes as we all have done and it will pay off in the end.

Bradley Shelton of 609 E. Front stated he lives right adjacent to the property in question. He said as much as he would love to think we can trust anything somebody tells us about what they

plan to do with a property, he is concerned it could very well be aluminum siding if we remove the S-4 overlay. Ms. Riley's client may be dedicated to historic properties but the next person may not be and with the S-4 we are protected and will not have lost another fine home. He does not have the S-4 for his house which was once a part of the George Hanna property. He would love to see the Hanna house restored.

Gary Justice of 612 E. Grove stated the S-4 designation of individual houses and buildings is critical to the historic preservation of our neighborhoods. The vitality and attractiveness of these areas assert themselves in a positive manner within the collective commerce and life affirming activities of a city. The processes is encouraged by preservation projects within urban areas has proven to be good business through direct commercial activities connected with preservation, by the environmentally sound practice of re-purposing materials and also by an immeasurable collective optimism. There is quality in preservation practices. A sustained eminence of superb materials and craftsmanship was soundly practiced and revered a century ago. This fact flies in the face of inferior materials and the low-craft of many projects built by today's construction standards. Historic houses inspire high levels of commitment in owners, tenants and the valued craftsmen and artisans who are likely stewards of these treasures. These relationships form the basis for this "collective optimism" which in turn conveys positive forces affecting entire communities. This inspires interest on the part of the public and organizations whose members live outside these areas. They visit often. They examine the architecture, wondering at the beauty and quality of styles and modes of construction. The visitors become immersed in the enchanted manners of a style of living that is significant, historic, and in its brilliance, celebrates the importance of beauty. These preserved masterpieces enhance our understanding of how we have progressed as a society. In historically preserved neighborhoods, the visitor finds an affable populace who are pleased to share information pertaining to the importance of an area's heritage. This is good business, and it encourages a sustained desire to re-visit and to explore other residential areas and business districts. As a proud owner of an S-4 designated property that sits adjacent to the house in question, I urge the commission to sustain the S-4 overlay. To remove the designation opens the way for removal or alteration of much of the standing masterpieces' historic features and amenities, thus removing its magic, and its sorely needed presence in our vital, historic district. He said he lives at the property and he has two rental units there. He did a historic approved roof renovation, replaced the front doors and back french doors. It is a very important process to go through with the Historic Preservation Commission. He was absolutely still able to make a profit as a landlord while doing the restoration work.

Dawn Peters of 402 E. Grove stated she sought the S-4 designation and has gone to the Historic Preservation Commission several times and it is important to have the designation. She has spent lots of money and time so that in the future somebody cannot just come by and undo the work she has done. She agrees very much with what Mr. Durham said about protecting the property.

Terri Clemens of 606 E. Grove stated she lives directly behind this property and has the S-4. She stated she spent seven years as a realtor and ten years on the Historic Preservation Commission so she understands the process pretty well with buying and selling and coming to the Commission. In all the years on the Commission she felt like the people they served, who had a quality in their architecture like this petitioner's house, had a benefit of receiving free, valuable advice from an architect, a lawyer, two builders and historians in addition to the grants.

William Grady of 709 E Grove stated he owns a property about a block away with two flats. He said the reason he bought into the neighborhood was because of the historic S-4 overlays. He did that as an assurance of the way the neighborhood was going and to remove an S-4 sends a message that everything is in jeopardy.

Ken Kashian of 510 E Grove stated he lives at the Rueben Benjamin house which was built in 1853 and he wanted to make clear Dawn's house was the one that was moved. His house also has the S-4 and he has appreciated the help, direction and funding from the Historic Preservation Commission. He is very concerned with the direction that this petition could push the property in not just from what the owner wants right now but future owners as well. As new owners come along it could slip more and more away from what it was originally intended to be. He is very much concerned about the property and the neighborhood. The residents of Dimmitt's Grove are very interested in and dedicated to the area as evidenced by the upcoming tours and activities.

Ms. Riley stated in regards to the property income there is also a mortgage and expenses. She also said she is not complaining about going to the Historic Preservation Commission three times and we have got a lot of advice. The only reason the bid worked the last time was because she brought the contractor and she is not the owner and she would really like a layover. The timing was not in her favor and they have not had time to prepare. The owner or buyer should be here.

Chairperson Cain closed the public hearing.

Mr. Diamond moved to lay this over to the next scheduled Planning Commission hearing due to the fact that we do not have the reports and minutes from the Historic Preservation Commission and for the petitioner's request so they can supply more information and materials. Mr. Scritchlow seconded the motion which passed by a vote of 5 to 2 with the following votes being cast on roll call:

Mr. Cain--yes; Mr. Stuckey--absent; Mr. Wills--no; Mrs. Morton--absent; Mr. Pearson--yes; Mr. Balmer--no; Mr. Schulz--yes; Mr. Scritchlow--yes; Mr. Stanczak—present; Mr. Diamond--yes.

OLD BUSINESS: None

NEW BUSINESS: Mr. Wills said we should some time have a discussion on how we approach the historic zoning. He thinks it should be looked at more by section. This should also be looked at with the comprehensive plan update. There may be a need for a joint meeting.

ADJOURNMENT

There being no further business to come to the Bloomington Planning Commission's attention, Mr. Balmer moved to adjourn and the motion was approved unanimously. The meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Mark Woolard
City Planner

For further information contact:
Mr. Mark Woolard, City Planner

Government Center, 2nd Floor
115 East Washington Street
Bloomington, IL 61701
Phone: (309) 434-2341 FAX (309) 434-2857



FOR COUNCIL: July 8, 2013

SUBJECT: Petition filed by FOB Development, Inc., Requesting Approval of the Preliminary Plan for a Portion of Empire Business Park, Third Revision, for Property Commonly Located north of IL Rt. 9 and east of Trinity Ln. (Recommend that the item be remanded to the Planning Commission's July 24, 2013 meeting.)

RECOMMENDATION/MOTION: That the item be remanded to the Planning Commission's July 24, 2013 meeting.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

BACKGROUND: Public hearings regarding this Petition were held before the Planning Commission on May 8 and 22, 2013. City staff identified the need for east/west sidewalks along IL Rt. 9. In addition, Magory Dr. is shown as a private street. Discussions have been held to change this street from private to public. The Petitioner's attorney has requested that this item be remanded to Planning Commission.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on April 22, 2013. In addition, a sign was posted on the property and courtesy notices were mailed as required by statute.

FINANCIAL IMPACT: None at this time.

Respectfully submitted for Council consideration.

Prepared by: Mark Huber, Director - PACE
Reviewed by: Barbara J. Adkins, Deputy City Manager
Legal review by: Rosalee Dodson, Asst. Corporation Counsel
Recommended by:

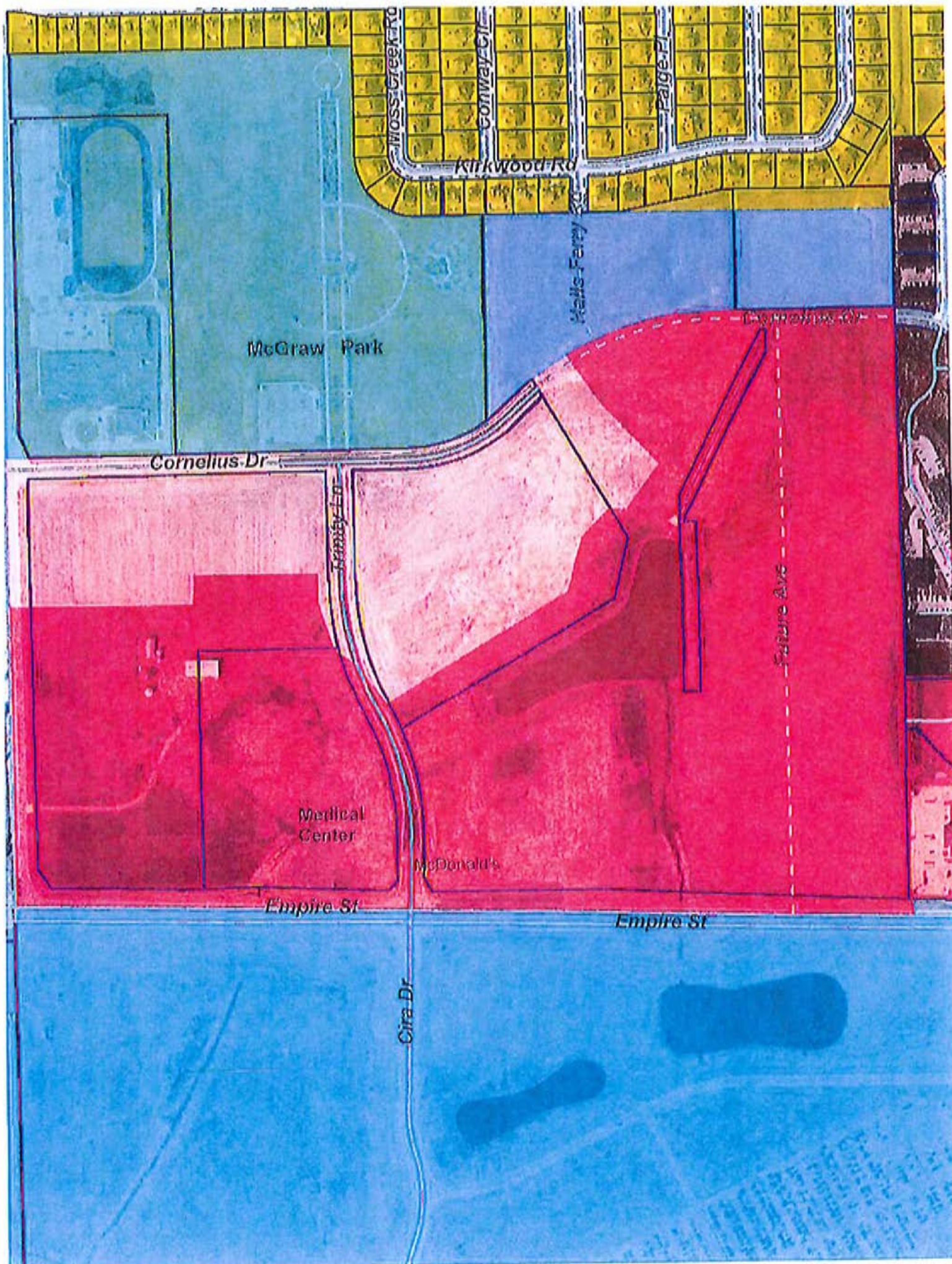
David A. Hales
City Manager

Attachments: Attachment 1. Planning Commission staff report
Attachment 2. Planning Commission May 22, 2013 Minutes

Motion: _____

Seconded by: _____

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



McGraw Park

Cornelius Dr

Medical Center

McDonald's

Empire St

Empire St

Cira Dr

Woss Creek Rd

Conway Cir

Paige Pl

Kirkwood Rd

Halls Ferry Rd

Future Ave

Future Ave

**Review of Development Proposal for Consistency with Local and Regional Comprehensive Plans
McLean County Regional Planning Commission (MCRPC)**

1. INTENT

This review is intended to assist local governments in determining the consistency of regionally significant development proposals with the objectives and policies of local and regional comprehensive plans. "Regionally significant" is generally defined as proposals of five or more acres, but may include smaller projects, including infill or redevelopment, that could reasonably be expected to produce significant impacts or benefits beyond the immediate vicinity of the project in terms of traffic generation and/or other considerations. This review results in a rating of the specified proposal based on the number of identified features that support the comprehensive plans. This review and rating process is designed to help ensure at least minimal features are provided in new development and to encourage the provision of optional features that support adopted strategies to enhance the quality of life in this region.

The Intergovernmental Development Committee, which includes local and regional planning and engineering staff, normally reviews each project and assigns a rating of "A" through "E" for consideration by the review bodies. When sufficient time exists before the designated action dates, the MCRPC also notes its recommendation regarding project approval.

2. DESCRIPTION OF PROPOSED DEVELOPMENT

Case No.: PS-03-13 Jurisdiction: City of Bloomington
 Project Name: Empire Street Business Park-3rd Revision Applicant Name: FOB Development, Inc.
 Legal entity confirmed with the Secretary of State's office:
 Yes No N/A
 Action Dates: 5-8-13 PC/ZBA 5-28-13 Council/Board
 No. of Acres: 14.2 Location: North side of Illinois Route 9 between Trinity Lane and Deneen Drive
 No. of Dwelling Units: N/A Public Water Supply? Y N Public Sewer Service? Y N
 Access: Illinois Route 9, Magory Drive and Deneen Drive
 Applicant's Proposed Land Use: Not specified Applicant's Proposed Zoning: B-1 (Highway Business)

Existing Land Use:	Existing Zoning:
Subject Property <u>Vacant/Agriculture</u>	<u>B-1 (Highway Business District)</u>
Property North <u>Vacant/Agriculture</u>	<u>B-1 (Highway Business District)</u>
Property East <u>Vacant/Agriculture, Hotel</u>	<u>B-1 (Highway Business District)</u>
Property South <u>Airport</u>	<u>S-5 (Airport District)</u>
Property West <u>Restaurant, Vacant</u>	<u>B-1 (Highway Business District)</u>

Affected Taxing Bodies Represented on MCRPC:	
<input checked="" type="checkbox"/>	City of Bloomington
<input type="checkbox"/>	Town of Normal
<input checked="" type="checkbox"/>	BN Water Reclamation District
<input checked="" type="checkbox"/>	BN Airport Authority
<input type="checkbox"/>	District 87
<input checked="" type="checkbox"/>	Unit 5
	Nearest Elementary School:
	<u>N/A</u>

3. PROJECT TYPE/PHASE (Check all that apply):

<input type="checkbox"/> Annexation Agreement	<input type="checkbox"/> Zoning Change	<input type="checkbox"/> Concept Plan
<input type="checkbox"/> Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Other (Specify): _____
<input checked="" type="checkbox"/> Preliminary Subdivision Plan	<input type="checkbox"/> Special Use	
<input type="checkbox"/> Preliminary PUD Plan		

4. COMPREHENSIVE PLAN FEATURES IN PROJECT VICINITY (See attached map.)

Land Use: Highway Commercial Street or Road Improvements: Illinois Route 9 and Trinity Lane
 Com. Facilities (parks, schools, trails, fire stations, other): McGraw Park, Central Catholic High School

5. MINIMAL FEATURES IN SUPPORT OF COMPREHENSIVE PLAN

		Yes	No	N/A
Land Use	Project is consistent with adopted land use plan or provides acceptable alternative.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	At least 50% of project area is within planned growth area and/or contiguous to an existing developed area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	At least 20% of project site is within or contiguous to existing urban service area or development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Project is compatible with adjacent land use.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Proposed multiple land uses are compatible (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets zoning map amendment guidelines	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets general commercial zoning requirements as applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets general municipal landscape standards as applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transportation	Meets local requirements for street, curb and gutter, and sidewalk design, or provides staff approved alternative design.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provides traffic impact analysis, if required, based on expected trip generation.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provides appropriate number of connections to local street or road networks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides adequate connectivity with existing and future adjacent developments (including stub streets).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Project streets are interconnected with no more than 20% of lots fronting on streets that terminate as dead ends.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Points of egress with arterial roadways are consistent with the requirements of an access management plan and/or policy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utilities	Proposed arterial and collector streets within the project are compatible with transit and pedestrian movement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides public water service or individual water supplies approved by McLean County Public Health Department (MCPHD).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provides public sewer service or other wastewater disposal system approved by MCPHD.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Open Space/ Other Features	Implements planned bikeway or greenway (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets appropriate park land dedication requirement (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Meets school land dedication requirement (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Preserves cultural or historic features.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OPTIONAL FEATURES IN SUPPORT OF COMPREHENSIVE PLAN

		Yes
Land Use	Makes compatible use of vacant land within community (applies to infill development).	<input checked="" type="checkbox"/>
	Provides properly designed mixed uses within an appropriate service center location.	<input type="checkbox"/>
	Meets density and transit design requirements (8 d.u.a. net density).	<input type="checkbox"/>
	Land use and street design are expected to reduce traffic generation over conventional design.	<input type="checkbox"/>
	Provides open space in excess of park land dedication requirement.	<input type="checkbox"/>
	The development includes at least one pedestrian destination of natural or urban character.	<input type="checkbox"/>
	The development is located within a half mile of a commercial or activity center.	<input type="checkbox"/>
	Commercial activity and housing density increases towards the center of the neighborhood.	<input type="checkbox"/>
	A diversity of housing types is featured that includes one or more of the following in addition to the primary housing type: single family detached, row houses, coach or "granny flat" houses, apartments above commercial spaces, multi-family housing.	<input checked="" type="checkbox"/>
	Results in jobs and/or services within a ½ mile of a residential development.	<input type="checkbox"/>
Meets design concepts for conservation subdivision as applicable.	<input type="checkbox"/>	
Transportation	Development includes or is located within a half mile of an existing or planned transit corridor.	<input checked="" type="checkbox"/>
	Provides sheltered transit stops.	<input type="checkbox"/>
	Provides for bicycle parking and/or storage.	<input type="checkbox"/>
	Provides bikeway connection to existing or planned regional bikeway.	<input type="checkbox"/>
	Utilizes only existing transportation infrastructure.	<input type="checkbox"/>
	Response time of emergency services would be expected to be within five minutes travel of development.	<input checked="" type="checkbox"/>
	Traffic generation will not exceed current design of roadways.	<input type="checkbox"/>
	Streets feature medians or traffic calming devices to promote pedestrian safety.	<input type="checkbox"/>
	Design of development encourages one or more of the following when appropriate: on-street parking, use of alleys, and non-motorized travel options.	<input type="checkbox"/>
	Sidewalk widths exceed local minimum standards.	<input type="checkbox"/>
Development provides curb extensions and/or textured pedestrian crossings.	<input type="checkbox"/>	
Average block length is 450 feet or less.	<input type="checkbox"/>	
Housing	At least 10% of proposed housing units meet HUD guidelines for low to moderate income housing.	<input type="checkbox"/>
	No more than 30% of proposed housing units in any 400 linear feet of streetscape meet HUD guidelines for low to moderate income housing.	<input type="checkbox"/>
	Preserves or renovates historically or architecturally significant structures.	<input type="checkbox"/>
	Development provides a compatible mixture of housing sizes and styles, including houses of less than 1,000 square feet.	<input type="checkbox"/>
	Provides a variety of high-quality, durable external building materials, such as brick, wood, or concrete fiber.	<input type="checkbox"/>
	The same design is not used for more than 25% of the total number of single family units in any 400 linear feet of streetscape.	<input type="checkbox"/>
	Project provides for the acceptable use of green building techniques.	<input type="checkbox"/>
Pedestrian access is to the front with parking or garages to the rear of buildings.	<input type="checkbox"/>	
Redevelopment	Does not require new water or sewer infrastructure.	<input type="checkbox"/>
	Redevelops a brownfield site.	<input type="checkbox"/>
	Does not require new school infrastructure (applies to residential projects only).	<input type="checkbox"/>
	Does not require new park and recreation infrastructure (applies to residential projects only).	<input type="checkbox"/>
	The development maintains necessary pervious cover or other options for storm water detention on site.	<input type="checkbox"/>
Open Space/Other Amenities	Preserves or restores natural areas.	<input type="checkbox"/>
	Development exceeds minimum stream buffer requirements.	<input type="checkbox"/>
	Provides open space linkages to existing or planned open space through greenways and/or trails.	<input type="checkbox"/>
	Development preserves or renovates historical or architecturally significant structures.	<input type="checkbox"/>
	Development provides decorative or pedestrian scale street lighting.	<input type="checkbox"/>
	Schools are centrally located within the development or within half mile and accessible by pedestrians and non-motorized travel.	<input type="checkbox"/>
	Libraries are centrally located within the development or within half mile and accessible by pedestrians and non-motorized travel.	<input type="checkbox"/>
	Active or passive recreation available within ½ mile of 75% of housing units in project area.	<input type="checkbox"/>
	Provides significant active or passive recreational opportunities.	<input type="checkbox"/>
	Development provides pocket parks or plazas.	<input type="checkbox"/>
	Development exceeds minimum requirements for landscaping.	<input type="checkbox"/>
	Community gardens and/or public social areas are provided.	<input type="checkbox"/>
	Provides public art and monuments at approved locations.	<input type="checkbox"/>
	Provides pedestrian seating and/or other pedestrian amenities.	<input type="checkbox"/>
Includes other notable amenity(ies) not listed herein (see comments).	<input type="checkbox"/>	

Commercial	Paved surfaces are mitigated with shade trees (one tree to ten parking spaces) or other green space amenities.	<input type="checkbox"/>
	Pervious materials are used in medium to light-use parking areas.	<input type="checkbox"/>
	Signage is visible to drivers but oriented to scale for pedestrians.	<input type="checkbox"/>
	Buildings are scaled with appropriate proportion to the width of the right of way.	<input type="checkbox"/>
	The development encourages off-street parking behind buildings and pedestrian access to the front of buildings.	<input type="checkbox"/>
	Building entrances are located at the public sidewalk or within five feet of a public sidewalk.	<input type="checkbox"/>
	Project provides for acceptable use of green building techniques.	<input type="checkbox"/>
	Provides for appropriate extraction of mineral resources consistent with comprehensive plan.	<input type="checkbox"/>
	Includes acceptable reclamation plan.	<input type="checkbox"/>

7. PROJECT RATING

- A = Provides minimal features or acceptable alternatives, plus 11 or more options. Merits highly favorable recommendation.
 B = Provides minimal features or acceptable alternatives, plus 6 to 10 options. Merits favorable recommendation.
 C = Provides minimal features or acceptable alternatives, with 0 to 5 optional features. Favorable recommendation is possible.

- D = Does not provide minimal features or acceptable alternatives, but does provide one or more optional features. Project should be modified and/or reevaluated prior to approval.
 E = Does not provide minimal or optional features. Project should be modified to be considered for approval.

8. STAFF COMMENTS (if any):

This project would receive a "C" rating if petitioner adequately addresses comments (see attached) of COB engineering and planning and code enforcement staffs.

9. INTERGOVERNMENTAL STAFF REVIEWED THIS PROJECT: Yes No

10. MCRPC RECOMMENDS PROJECT APPROVAL: Yes No No action

SIGNATURE: Paul Russell
 Paul E. Russell, AICP, Executive Director

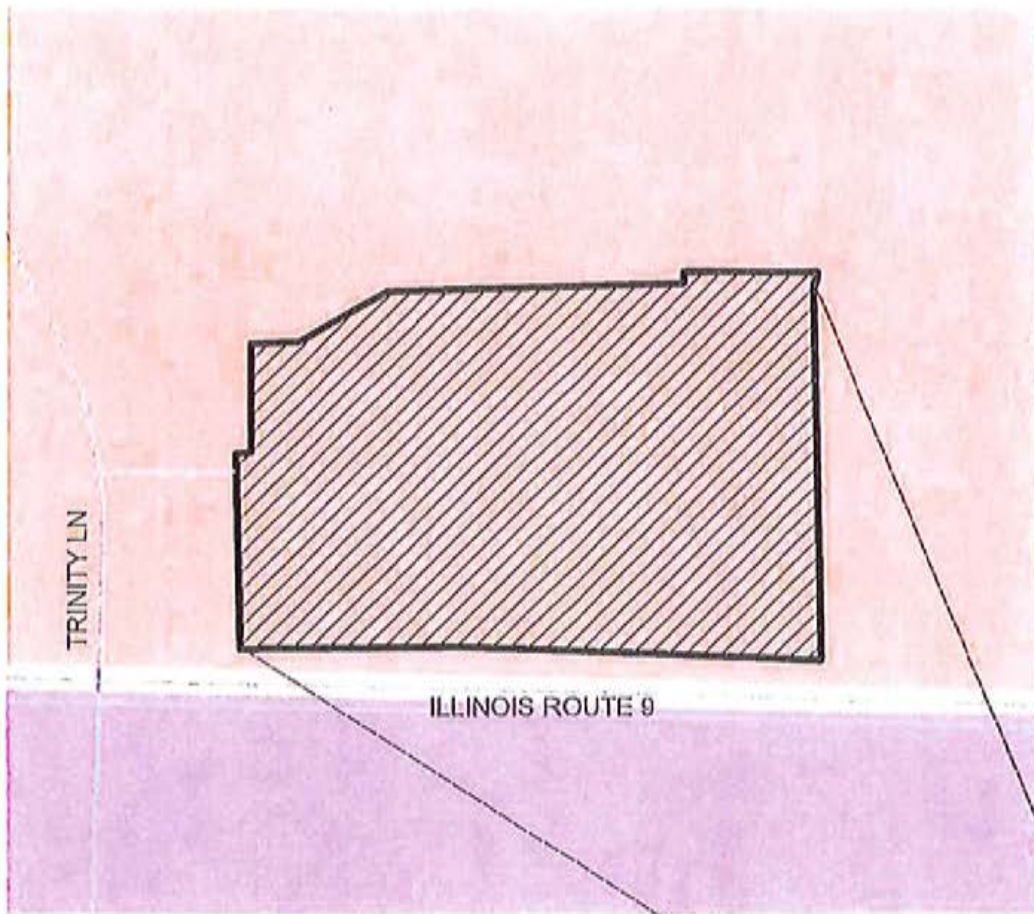
5-8-13
 Date

CONSISTENCY REVIEW
In relation to Bloomington
Comprehensive Plan

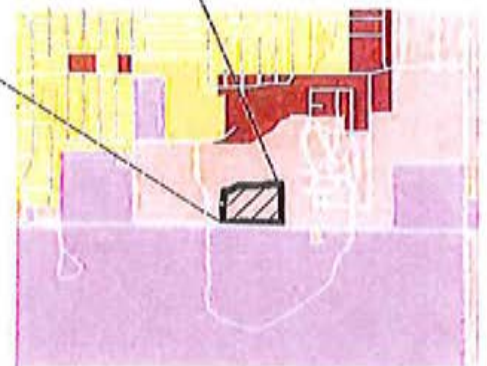
EMPIRE BUSINESS PARK 3RD ADDN

LEGEND

- △ Streets
- Bloomington Land Use
 - Low/Medium Density Residential
 - High Density Residential
 - Neighborhood Commercial
 - Regional/Highway Commercial
 - Light Industrial
 - Heavy Industrial
 - Government/Institutional
 - Conservation/Recreation
 - Vacant/Agricultural
 - Highway Corridor



Regional Perspective





MEMORANDUM

TO: Jim Karch, Director of Public Works
 Kevin Kothe, City Engineer
 Mark Huber, Director of PACE
 Mark Woolard, City Planner

CC: Neil Finlen, Farnsworth Group
 William Wetzel, Livingston, Barger, Brandt & Schroeder

FROM: Ryan L. Otto, Project Engineer

DATE: July 23, 2013

SUBJECT: Third Revision to a Portion of Empire Business Park Preliminary Plan
 -Comment Resolution Notes

The following comments from the staff review memo dated 7/17/2013 have been resolved by staff and the petitioner as noted below. The comments and resolutions reference the preliminary plan submittal from Farnsworth Group dated July 8, 2013.

1. Please verify that a minimum 4' wide ADA compliant sidewalk can fit and be installed between the back of curb and the property line in the northwest corner of the McDonalds lot without the need to acquire additional ROW from McDonalds.

The petitioner's engineer has verified that a minimum 4' wide ADA compliant sidewalk can be constructed in this location (see attached sketch).

2. The coring and testing of the existing section of Magory Dr. north of McDonalds lot should be completed with results satisfactory to the City prior to the City agreeing to take over maintenance. Any corrective work required to bring the street to existing standards shall be at the developer's expense.

Magory Dr. is now planned to become a City street. This conversion was requested by City staff. IDOT was contacted about the proposed change and does not object to having a public street in this location. The existing 60' Outlot will be converted to public right-of-way and widened to 70' by the petitioner.

The petitioner and staff have agreed upon an extended warranty for the existing section of Magory Dr. adjacent to the McDonalds lot. The acceptance and warranty periods will run concurrent with those for the next section of Magory Drive to the east, whenever this street extension might occur. In no case will the warranty period for the existing section of Magory Dr. be less than two years from July 24, 2013, and the petitioner will provide a bond per City requirements. Any corrective work required during the warranty period shall be at the petitioner's expense.

115 E. Washington Street
 Post Office Box 3157
 Bloomington, Illinois
 61702-3157
 309.434.2225 tel
 309.434.2201 fax
 For Hearing Impaired
 TTY 309.829.5115

an equal opportunity employer

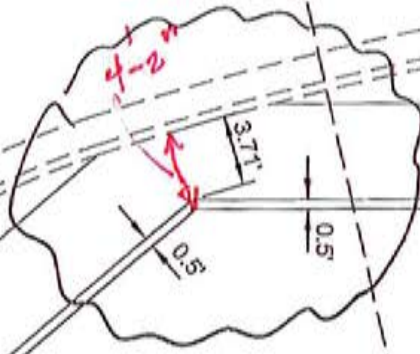
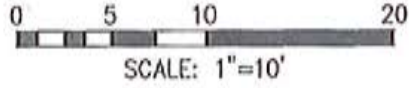


3. Please clarify that the developer will build and fund the sidewalk along the north and south sides of the existing section of Magory Dr. adjacent to the McDonald's lot.

The petitioner has agreed to build and fund the ADA compliant sidewalks along the north and south sides of the existing section of Magory Dr. adjacent to the McDonald's lot.

CHECK w/ KEVIN KOTHE REGARDING ACCEPTANCE

Magony Dr.



McDonnells

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Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax

Project No:
Book No:
Drawn by:
Reviewed:
Date:

XX



MEMORANDUM

TO: Jim Karch, Director of Public Works
 Kevin Kothe, City Engineer
 Mark Huber, Director of PACE
 Mark Woolard, City Planner

CC: Neil Finlen, Farnsworth Group
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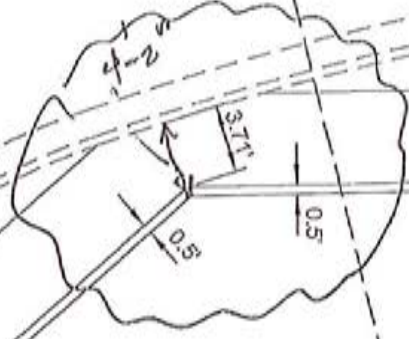
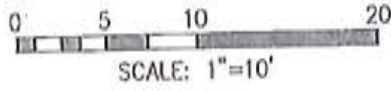


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CHECK w/ KEVIN KOTHS REGARDING ACCEPTANCE

Magony Dr.



McDonnell's

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Farnsworth
GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax

Project No:
Book No:
Drawn by:
Reviewed:
Date:

XX

Finlen, Neil

From: Bryan, Jeff
Sent: Wednesday, July 17, 2013 2:10 PM
To: Finlen, Neil
Subject: FW: Deneen Drive and Magory Drive improvement in the Empire Business Park

Importance: High

Neil,

As you can see below Jeff Allen has no issue with the change of Magory Drive from a private to public road.

Jeffrey G. Bryan, PE, PTOE | Project Engineer
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 362 | f 309.663.1571
jbryan@f-w.com
www.f-w.com | www.greennavigation.com

From: Allen, Jeffery L [<mailto:Jeffery.Allen@illinois.gov>]
Sent: Wednesday, July 17, 2013 2:04 PM
To: Bryan, Jeff
Subject: RE: Deneen Drive and Magory Drive improvement in the Empire Business Park

Good afternoon Jeff,

The state has no issue with the change of Magory Drive from a private to a public road. The proposed alignment can act as a frontage road and aid in the public's traffic patterns.

Thanks,
Jeffery L. Allen, P.E.
Acting Geometrics Engineer
IDOT R-3/D-5
Jeffery.Allen@illinois.gov
217-466-7219

From: Bryan, Jeff [<mailto:jbryan@F-W.com>]
Sent: Wednesday, July 17, 2013 1:53 PM
To: Allen, Jeffery L
Cc: Finlen, Neil
Subject: Deneen Drive and Magory Drive improvement in the Empire Business Park

Jeff,

As we discussed on the phone, I was wondering if we might be able to get an answer on one question that relates to the Deneen Drive development. The question is whether IDOT has any issues with converting Magory Drive from a private to a public road? As you are aware, I am working on the traffic study and IDS that will provide information for the connection of Deneen Drive to IL Rte 9, but I was wondering if we might be able to get an answer while this study is taking place regarding the conversion of Magory Drive from a private to public road.

Let me know if you have any questions.

To: Bloomington Planning Commission
From: Staff

Subject: **PS-03-13**. Public hearing and review on the petition submitted by FOB Development, Inc. requesting the approval of a Preliminary Plan for a Portion of Empire Business Park, Third Addition, for the property located north of Illinois Route 9 and east of Trinity Lane, consisting of approximately 14.2 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: B-1, Highway Business District
South: S-5, Airport District
East: B-1, Highway Business District
West: B-1, Highway Business District

Adjacent Land Uses

North: Vacant
South: Airport
East: Vacant, Hotel
West: Restaurant, Vacant

The Comprehensive Plan calls for Regional/Highway Commercial for the site.

The plan area is located east of Trinity Lane and north Illinois Route 9 and west of the Holiday Inn. Trinity Lane is a north-south improved Street which connects to Illinois Route 9. The larger business park is mostly vacant however there is a recently developed medical center and restaurant.

This plan was referred back to the Planning Commission by the City Council. This was in order to address concerns for sidewalks. The only outstanding issues to be addressed are listed on the attached memo from engineering dated July 17, 2013.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council approve the Preliminary Plan for a Portion of Empire Business Park, Third Addition, for the property located north of Illinois Route 9 and east of Trinity Lane, in Case PS-03-13, contingent upon items in the memo from engineering dated July 15, 2013, being addressed prior to being placed on the City Council agenda.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING,
WEDNESDAY, JULY 24, 2013, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Chairperson Stan Cain, Mr. Jim Pearson, Mr. Ryan Scritchlow, Mr. Bill Schulz, Mr. David Stanczak, Mr. Charles Stuckey

MEMBERS ABSENT: Mr. J Balmer, Mr. Rex Diamond, Mr. Robert Wills

OTHERS PRESENT: Mr. Kevin Kothe, City Engineer
Mr. Tony Meizelis Engineering Department
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairperson Cain called the meeting to order at 4:03 P.M.

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

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the July 10, 2013 minutes. On page two “Mrs.” is to change to “Mr.” before Stuckey and “still” is to be added after “should” in the fourth paragraph. Mr. Pearson moved to approve the July 10, 2013 minutes as corrected. Mr. Scritchlow seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--absent; Mr. Pearson--yes; Mr. Balmer--absent; Mr. Schulz--present; Mr. Scritchlow--yes; Mr. Stanczak--present; Mr. Diamond--absent.

REGULAR AGENDA:

PS-05-13 Public hearing and review on the petition submitted by Luther Oaks, Inc, requesting the approval of an Amended Preliminary Plan for the First Addition to Luther Oaks Subdivision, for the property located at north of Lutz Road and East of Greenwood Avenue, consisting of approximately 12.17 acres.

Chairperson Cain introduced the petition. Mr. Woolard explained the preliminary plan is for the whole property. The plan has been modified such that fire trucks can maneuver around all of the buildings. Staff is recommending approval contingent upon the items in the engineering memo being adequately addressed.

Chairperson Cain opened the public hearing. Mr. William C. Wetzel of 115 W. Jefferson Street Suite 400, explained his client is under a 99 year lease with the church and they are seeking a one lot subdivision. He stated they have agreed to the installing of a screen as referenced in the engineering memo. He said they can support item number three in the memo but would like it modified with the words north and south removed such that they are not locked into only those directions.

Mike Sewell of Shive Hattery at 2103 Eastland Drive, stated the preliminary plan is representative of the existing ten acres as well as the new two acres. It also reflects meetings with the city staff whose concerns have been addressed on the plan.

Chairperson Cain asked if there were any members of the audience who wished to speak in opposition, in support or if they had questions pertaining to the petition and no one spoke.

Chairperson Cain closed the public hearing.

Mr. Scritchlow moved in case PS-05-13 to recommend approval of the Amended Preliminary Plan for the First Addition of the Luther Oaks Subdivision contingent upon the items in the memo dated July 15, 2013 and revised July 22, 2013 being addressed prior to being placed on the City Council agenda. Mr. Stanczak seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call:

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

PS-03-13. Public hearing and review on the petition submitted by FOB Development, Inc. requesting the approval of a Preliminary Plan for a Portion of Empire Business Park, Third Revision, for the property located north of Illinois Route 9 and east of Trinity Lane, consisting of approximately 14.2 acres

Chairperson Cain introduced the petition. Mr. Woolard explained the preliminary plan is being referred back to the Planning Commission because of the additional concerns regarding sidewalks and public versus private streets. Staff is supporting the case contingent upon the items in the engineering memo being addressed.

Chairperson Cain opened the public hearing. Mr. William C. Wetzel of 115 W. Jefferson Street Suite 400, stated the city staff agreed to support a public street if IDOT would support it. The city reviewed the plan to determine if it complied with city standards. He said they also worked on the sidewalks for Magory. This resulted in a plan for Magory being a public street, built to city specifications with sidewalks on both sides as well as a sidewalk on the north side of Empire.

Neil Finlen, with Farnsworth Group at 2709 McGraw Drive stated that IDOT is fine with the location and the configuration of the street. He said we will guarantee it for two years instead of just one year to assure that any problems will be resolved before the street is fully accepted. He explained even though it took longer the review process has resulted in a better product.

Mr. Kothe said the petitioner has accurately described the changes in designing the street as a public street and they have provided the required 70 feet of public right-of-way with the sidewalks. He said everything is in order.

Chairperson Cain asked if there were any members of the audience who wished to speak in opposition, in support or if they had questions pertaining to the petition and no one spoke.

Chairperson Cain closed the public hearing.

Mr. Pearson moved to recommend the Planning Commission pass a motion recommending the City Council approve of the Preliminary Plan for a portion Empire Business Park Third Addition for the property located north of Illinois Route 9 and east of Trinity Lane in case PS-03-13

contingent upon the items in the memo from engineering dated July 15 and July 23, 2013 being addressed prior to being placed on the City Council agenda. Mr. Schulz seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call:

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

Mr. Wetzel stated this product is a result from a lot of time and input from the staff and members of the Planning Commission and it shows the system can work.

OLD BUSINESS: None

NEW BUSINESS:

Mr. Woolard highlighted a workshop that will be held on November 8.

Chairperson Cain stated Julie Morton has resigned from the Planning Commission primarily due to her work schedule

ADJOURNMENT

There being no further business to come to the Bloomington Planning Commission's attention, Mr. Pearson moved to adjourn and Mr. Schulz seconded the motion which was approved unanimously. The meeting was adjourned at 4:47 p.m.

Respectfully submitted,

Mark Woolard
City Planner

For further information contact:

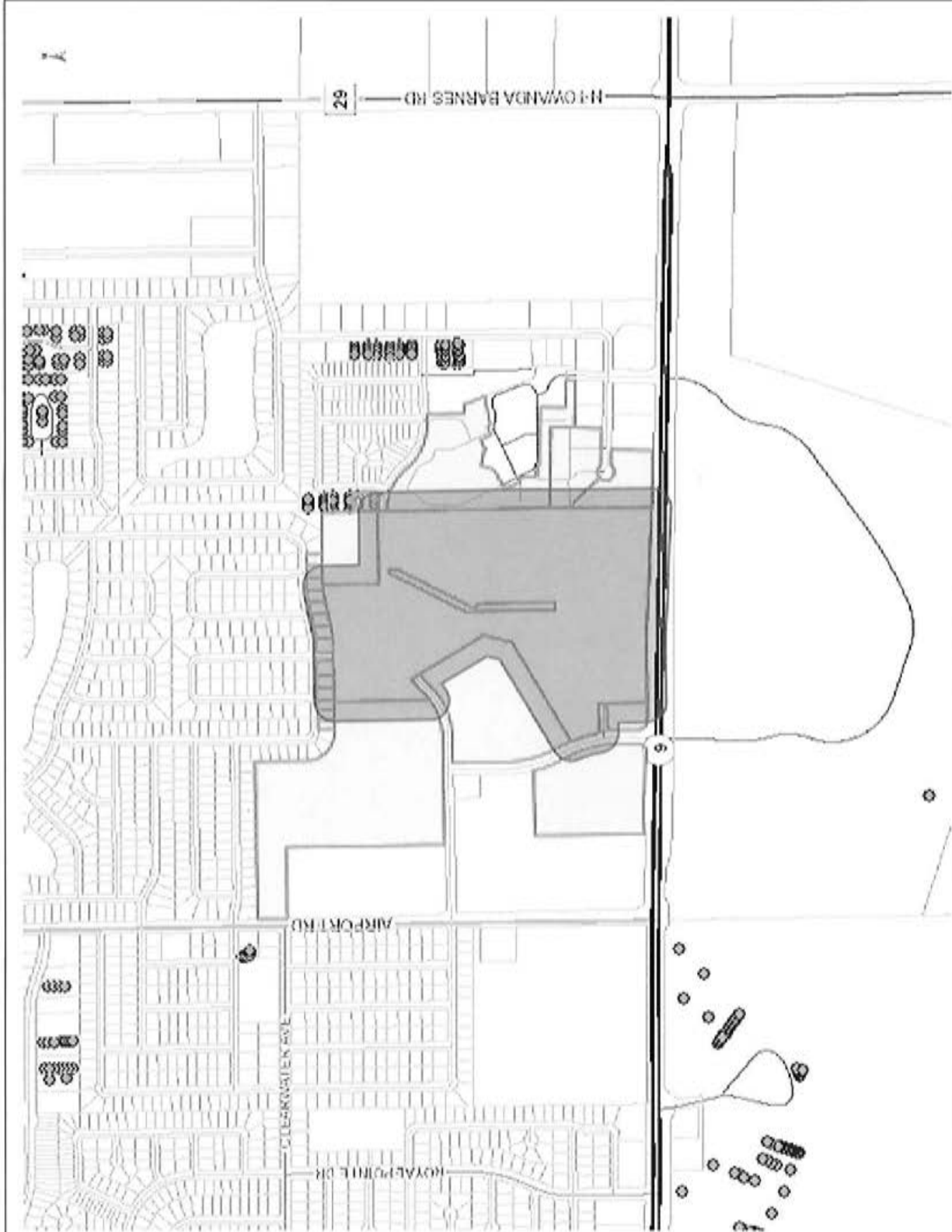
Mr. Mark Woolard, City Planner
Government Center, 2nd Floor
115 East Washington Street
Bloomington, IL 61701
Phone: (309) 434-2341 FAX (309) 434-2857

Empire Business Park, Amended Preliminary Plan



Legend

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



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Printed: 4/25/2013 4:45:21 PM

Notes

Mailing Map and List

SOY AG SERVICES ATTN DAVID KLEIN DENEEN
BROTHERS FARMS
HEARTLAND DR STE A
BLOOMINGTON IL 61704

JOHN LAMBERT
3309 Kirkwood Rd
Bloomington IL 617048284

CHRIS MILLMORE
3307 KIRKWOOD RD
BLOOMINGTON IL 617048284

Sam D. & Pravesh Singh
303 Kirkwood Rd
Bloomington IL 617048284

STEVEN A & CAROL L JUODAWLIKIS
3306 KIRKWOOD RD
BLOOMINGTON IL 617048284

MARK & CYNTHIA SEGOBIANO
3213 KIRKWOOD RD
BLOOMINGTON IL 617048287

MICHAEL RUSTEBERG
215 KIRKWOOD RD
BLOOMINGTON IL 617048287

BING J LIN
3209 KIRKWOOD RD
BLOOMINGTON IL 617048287

DELMAR ADN MONICA GILLESPIE
347 KIRKWOOD
BLOOMINGTON IL 61704

THOMAS NOLIN
1301 KIRKWOOD RD
BLOOMINGTON IL 617048284

JOHN M & LISA H HARRIGAN
3211 KIRKWOOD
BLOOMINGTON IL 61704

KEH-JEN & LING KUO CHANG
3207 KIRKWOOD
BLOOMINGTON IL 61704

ROBERT & DIANA BRANDT
1311 KIRKWOOD RD
BLOOMINGTON IL 617048284

MCGRAW PARK CITY OF BLOOMINGTON
109 E OLIVE
BLOOMINGTON IL 61701

%SOY CAPITAL AG FOB DEVELOPMENT
PO BOX 1607
BLOOMINGTON IL 617021607

ROBERT W KNIGHT
1004 IRONWOOD CC DR
NORMAL IL 617615235

ATTN ACCOUNTING DEPARTMENT BROMENN
HEALTHCARE HOSPITAL
1304 FRANKLIN AVE
NORMAL IL 617613558

SOY AG SERVICES ATTN DAVID KLEIN DENEEN
BROTHERS FARMS
HEARTLAND DR STE A
BLOOMINGTON IL 61704

% APT MART INC WINGOVER APTS
312 LINDEN
BLOOMINGTON IL 61701

CHANDRA S AMARAUADI
3313 KIRKWOOD AVE
BLOOMINGTON IL 61704

ALTON ANGUS
3315 KIRKWOOD
BLOOMINGTON IL 61704

%SOY CAPITAL AG FOB DEVELOPMENT INC
PO BOX 1607
BLOOMINGTON IL 617021607



FOR COUNCIL: August 12, 2013

SUBJECT: Petition submitted by Jeff Fuller requesting Approval of a Final Plat for Fuller Subdivision, located in McLean County within one and half (1½) miles of the corporate City limit, south of I-74, east of 1530 E. Rd

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN SIGNIFICANCE: Goal 4.a. – Well-planned City with necessary services and infrastructure.

BACKGROUND: This final plat consists of one lot located south of I-74, east of 1530 E. Road. This final plat qualifies for submission under the Expedited Final Plat submission process.

The subject site is not within the corporate limits of the City, however, it is within one and half (1 ½) miles of the corporate limits. Chapter 24 : Section 2.1 of City Code allows the City to exercise extraterritorial jurisdiction in the unincorporated area outside the City to allow planning input to areas which may soon be annexed to the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Jeff Fuller, McLean County Building and Zoning Department.

FINANCIAL IMPACT: All survey and platting costs are being paid by the owner.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition
 Attachment 2. Ordinance
 Attachment 3. Legal description

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes Jeff Fuller hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Fuller Subdivision;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Fuller Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Jeff Fuller

ORDINANCE NO. 2013 - _____
AN ORDINANCE APPROVING THE FINAL PLAT OF THE FULLER SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Fuller Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Fuller Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this ____ day of August, 2013.

APPROVED this ____ day of August, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, bounded and described as follows: beginning at the intersection of the southerly right of way line of FAI Route 74 and the west line of said East $\frac{1}{2}$ of said Southwest $\frac{1}{4}$, and running thence North $85^{\circ} - 00' - 30''$ East, along said right of way line of said FAI Route 74, 25.21 feet; thence South $81^{\circ} - 01' - 00''$ East, along said right of way line, 380.79 feet; thence South $01^{\circ} - 09' - 27''$ East, parallel with said west line, 509.43 feet; thence South $88^{\circ} - 50' - 33''$ West, perpendicular to said West line, 360.30 feet, to a point on the easterly right of way line of a public road; thence North $01^{\circ} - 24' - 03''$ West, along said easterly right of way line, 441.68 feet; thence North and West along said easterly right of way here being a curve to the left having a radius of 65.00 feet with a chord of 127.82 feet, bearing North $18^{\circ} - 22' - 16''$ West, an arc distance of 180.34 feet, to a point on said west line of the East $\frac{1}{2}$ of said Southwest $\frac{1}{4}$; and thence North $01^{\circ} - 09' - 27''$ West, along said west line, 11.00 feet to the Point of Beginning. Containing 5.00 acres, more or less.

PETITION FOR APPROVAL OF FINAL PLAT

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) Cleff Fuller

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 attached hereto and made a part hereof by this reference, of is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as Exhibit A Fuller Subdivision
3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the Fuller Subdivision subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By Cleff Fuller

EXHIBIT A

LEGAL DESCRIPTION

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, bounded and described as follows: beginning at the intersection of the southerly right of way line of FAI Route 74 and the west line of said East $\frac{1}{2}$ of said Southwest $\frac{1}{4}$, and running thence North $85^{\circ} - 00' - 30''$ East, along said right of way line of said FAI Route 74, 25.21 feet; thence South $81^{\circ} - 01' - 00''$ East, along said right of way line, 380.79 feet; thence South $01^{\circ} - 09' - 27''$ East, parallel with said west line, 509.43 feet; thence South $88^{\circ} - 50' - 33''$ West, perpendicular to said West line, 360.30 feet, to a point on the easterly right of way line of a public road; thence North $01^{\circ} - 24' - 03''$ West, along said easterly right of way line, 441.68 feet; thence North and West along said easterly right of way here being a curve to the left having a radius of 65.00 feet with a chord of 127.82 feet, bearing North $18^{\circ} - 22' - 16''$ West, an arc distance of 180.34 feet, to a point on said west line of the East $\frac{1}{2}$ of said Southwest $\frac{1}{4}$; and thence North $01^{\circ} - 09' - 27''$ West, along said west line, 11.00 feet to the Point of Beginning. Containing 5.00 acres, more or less.

ORDINANCE NO. 2013 - _____
AN ORDINANCE APPROVING THE FINAL PLAT OF THE FULLER SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Fuller Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Fuller Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this _____ day of August, 2013.

APPROVED this ____ day of August, 2013.

Mayor

ATTEST:

City Clerk

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Fuller Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Fuller" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Carol Krause Registered Illinois Land Surveyor Number 1750; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 20th day of July, 2013.

(Seal)

Handwritten signature of Jeff Fuller

*where dedication is required under Section 3.5.

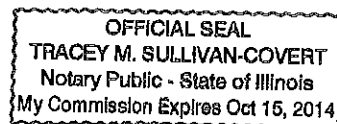
State of Illinois)
)ss.
County of McLean)

I, Tracey M Sullivan-Covert, a Notary Public in and for the county and State aforesaid, do hereby certify that Jeff Fuller personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 20th day of July, 2013.

Handwritten signature of Tracey M Sullivan-Covert
Notary Public

My commission expires Oct 15, 2014.



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 22nd day of July, 2013, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

21-22-376-011

FILED
McLEAN COUNTY, ILLINOIS
JUL 22 2013

Kathy Michael
COUNTY CLERK

SCHOOL DISTRICT CERTIFICATE

This is to certify that I Cliff Fuller as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Fuller Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

Dated this ninth day of July, 2013.

Cliff Fuller
Owner/Developer

State of Illinois)
)ss.
County of McLean)

Tracey M Sullivan-Covert, a Notary Public in and for the county and State aforesaid, do hereby certify that Cliff Fuller personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this ninth day of July, 2013.

Tracey M Sullivan-Covert
Notary Public

My commission expires Oct. 15, 2014.

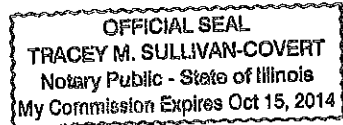
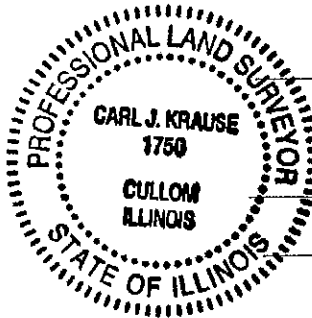


EXHIBIT C
DRAINAGE STATEMENT

_____, Registered Professional Engineer, and JEFF FULLER
_____ being the owner(s) of the premises heretofore platted by CARL J. KRAUSE
_____, Illinois Professional Land Surveyor No. 1750 to be and become FULLERS SUB'DN. to the City of

Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or Planned Unit Development, or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision or Planned Unit Development.

I further certify that all or portions of Lot 4 ^{NOT} are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



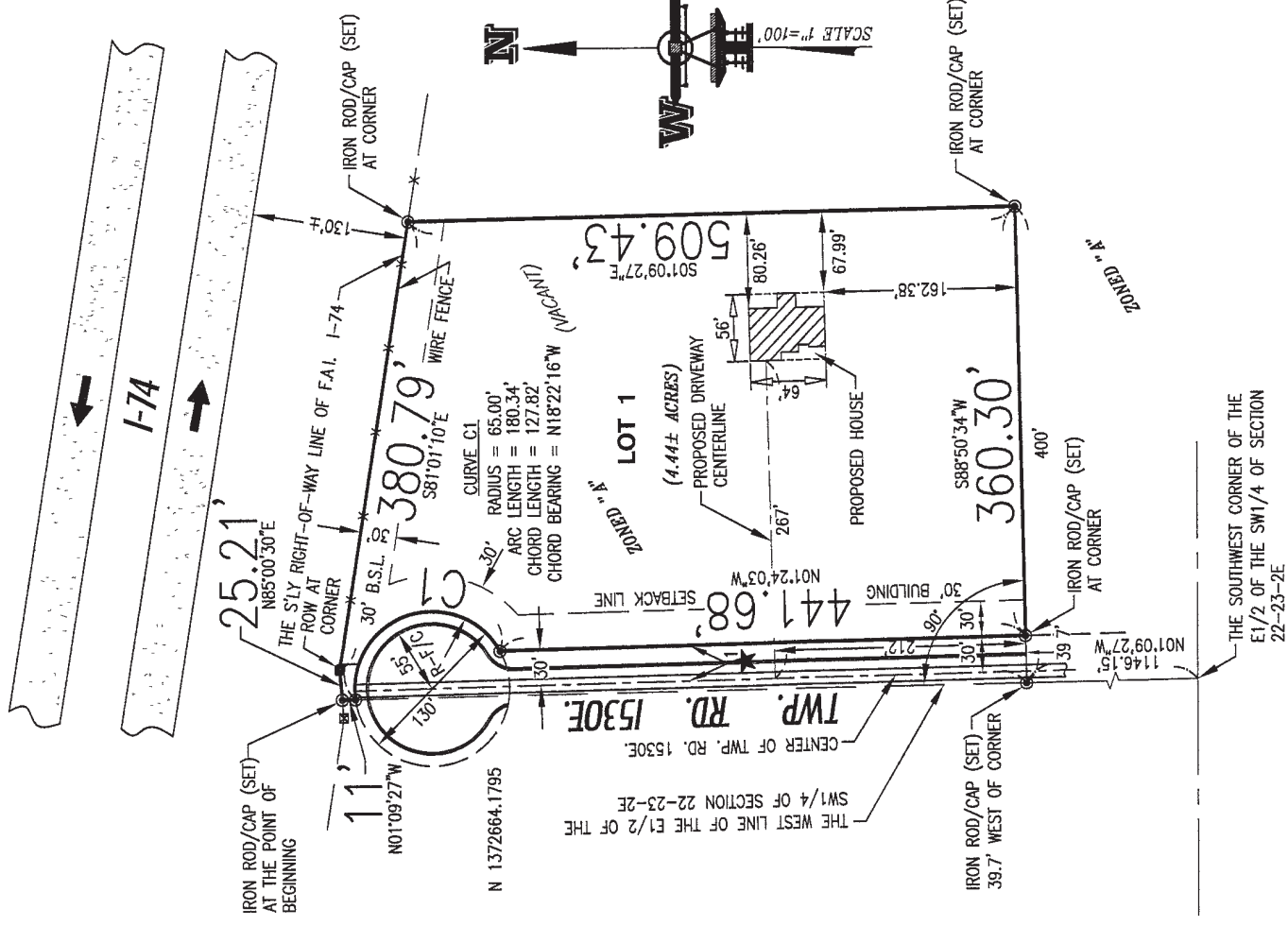
Carl J. Krause
Registered Professional Engineer
OWNER(S): 507084

Jeff Fuller

FINAL PLAT

FULLER SUBDIVISION

PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.



SURVEYORS CERTIFICATE—per McLEAN COUNTY

I, CARL J. KRAUSE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1750, HEREBY CERTIFY THAT I HAVE SURVEYED IN ACCORDANCE WITH THE LAWS AND USAGE OF THE STATE OF ILLINOIS, THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF F.A.I. ROUTE 74 AND THE WEST LINE OF SAID EAST 1/2 OF SAID SOUTHWEST 1/4, AND RUNNING THENCE NORTH 85°-00'-30" EAST, ALONG SAID RIGHT-OF-WAY LINE OF SAID F.A.I. ROUTE 74, 25.21 FEET; THENCE SOUTH 81°-01'-10" EAST, ALONG SAID RIGHT-OF-WAY LINE, 380.79 FEET; THENCE SOUTH 01°-09'-27" EAST, PARALLEL WITH SAID WEST LINE, 509.43 FEET; THENCE SOUTH 88°-50'-33" WEST, PERPENDICULAR TO SAID WEST LINE, 360.30 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD; THENCE NORTH 01°-24'-03" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 441.68 FEET; THENCE NORTH AND WEST ALONG SAID EASTERLY RIGHT OF WAY LINE HERE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET WITH A CHORD OF 127.82 FEET, BEARING NORTH 18°-22'-16" WEST, AN ARC DISTANCE OF 180.34 FEET, TO A POINT ON SAID WEST LINE OF THE EAST 1/2 OF SAID SOUTHWEST 1/4; AND THENCE NORTH 01°-09'-27" WEST, ALONG SAID WEST LINE, 11.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.44 ACRES, MORE OR LESS.

I, FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNER SAID TRACT IS TO BE KNOWN AS THE "FULLER SUBDIVISION", CONSISTING OF 1 LOT.

I, FURTHER CERTIFY THAT THIS TRACT IS WITHIN 1 1/2 MILES OF A CITY OR TOWN WITH A COMPREHENSIVE PLAN THAT EXERCISES SUBDIVISION REVIEW.

I, FURTHER CERTIFY THAT THIS TRACT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY PER FIRM NO. 17113C0515E DATED JULY 16, 2008.

IRON PINS IDENTIFY ALL LOT CORNER AS SHOWN ON SAID PLAT AND ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS THEREOF. ALL STREETS AND EASEMENTS DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE.

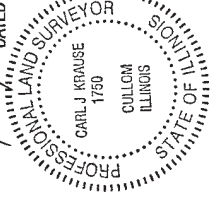
I, FURTHER CERTIFY THAT THE FOREGOING PLAT ACCOMPANYING THIS CERTIFICATE REPRESENTS THE ABOVE DESCRIBED PROPERTY AS SUBDIVIDED.

I, FURTHER CERTIFY THAT NO PORTION OF SAID SUBDIVISION LIES WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

KRAUSE SURVEYING INC.
115 WEST HACK ST.
CULLOM, ILLINOIS 60929
815-689-2223

Carl J. Krause
ILLINOIS PROFESSIONAL LAND SURVEYOR #1750
LICENSE EXPIRES NOVEMBER 30, 2014

DATED 7/25/2013



OWNERS:
JEFF & AMY FULLER;
15907 N. 975 EAST RD.
BLOOMINGTON, IL 61705



Know what's below.
Call before you dig.



(IN FEET)
1 inch = 100 ft.

★ AREA HEREBY DEDICATED FOR HIGHWAY PURPOSES

pt of P.I.N. 21-22-376-011

LEGEND	
⊙	IRON ROD/CAP (SET) AT CORNER
●	POST
⊠	ROW MONUMENT
-x-	WIRE FENCE
—	PROPERTY LINE
---	30' BUILDING SETBACK LINE
- - -	GOVERNMENT SECTION LINE
---	RIGHT-OF-WAY LINE

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, CITY CLERK OF SAID CITY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL _____ PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS SELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, A.D. 20____.

CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.

DATED AT BLOOMINGTON, ILLINOIS, THIS _____ DAY OF _____

PLAT CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

APPROVED BY THE MCLEAN COUNTY, ILLINOIS, THIS _____ DAY OF _____

COUNTY PLAT OFFICER

- NOTES:
- 1 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NONE WAS PROVIDED. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD OR NOT OF RECORD, AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN
 - 2 NO TITLE OR EASEMENT DOCUMENTATION WAS PROVIDED BY THE AGENT
 - 3 PLEASE CHECK LAND DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY
 - 4 COMPARE ALL POINTS BEFORE BUILDING BY SAME AND REPORT ANY DISCREPANCY AT ONCE.
 - 5 BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACT AND LOCAL BUILDING LINE REGULATION.



ILLINOIS PROFESSIONAL DESIGN FIRM #184-004647
"SERVING ILLINOIS LANDOWNERS FOR OVER 50 YEARS"
115 WEST HACK ST. - P.O. BOX 336 - CULLOM, IL 60929
PHONE (815) 689-2223 ~ FAX (815) 689-2238
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DISTANCES ARE MARKED IN FEET AND DECIMALS
ORDER NO.: 130619_SUBD
ORDERED BY: JEFF FULLER

Fuller Subdivision



2-David Sage

2907

2905

2903

2906

601

603

Hendrix Dr

Interstate 74

Interstate 74

1530 East Rd

Fuller Subdivision

Old Colonial Rd

1540 East Rd



FOR COUNCIL: August 12, 2013

SUBJECT: Petition submitted by Luther Oaks, Inc. requesting Approval of a Special Use Permit for a nursing home for property located at 601 Lutz Rd

RECOMMENDATION/MOTION: That the Special Use be approved with the condition that the Petitioner meet point number two in the July 15, 2013 memorandum from the City or any substitute that the City approves in its place and the Ordinance passed.

STRATEGIC PLAN LINK: The project presented here meets Goal 4, Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Once this plan is approved and along with final platting and approval of the special use permit for the nursing home the expansion of the nursing home can begin. This will enable the expansion of this business as well as encourage the growth of other businesses by providing local jobs at the nursing home and related local health care occupations.

BACKGROUND: The petitioner is requesting the approval of a special use for a nursing home in order to expand the existing senior housing and assisted living facility with a new nursing home. The new building will be attached to their existing building. The site is located on Lutz Road and consists of approximately 12 acres.

This case was before the Zoning Board of Appeals for a public hearing and review on July 17, 2013. The petitioner, their attorney and engineer spoke in favor of the petition. They explained how they have worked to satisfy staff's concerns, particularly by expanding the width of the service driveway to accommodate fire trucks. They also supported a condition of approval that a screen or equivalent device be installed in the sewer system to deal with material from their existing facility that has been clogging up the system. No one else from the public spoke in favor or against the petition.

Staff has evaluated the project and finds it to be an appropriate use for the site. The adjacent land uses should be compatible with the proposed use in that there are other senior or institution uses and a school with a large open space between it and the proposed use. The capacity of the street is adequate and there should be only a minimal change in traffic.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 5-0 condition upon the petitioner meeting point number two in the July 15, 2013 memo from the city or any substitute that the city approves in its place.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 59 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues should increase with an increase in sales tax through many health care purchases with the approval of the special use.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark R. Huber, Director, PACE

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Deneen & Deneen Letter – April 10, 2013
Attachment 3. Resident Letter – April 15, 2013
Attachment 4. ZBA Staff Report – July 11, 2013
Attachment 5. Engineering Memo – July 15, 2013
Attachment 6. ZBA Unapproved Minutes – July 17, 2013
Attachment 7. Map
Attachment 8. Notification List and Map

Motion: _____ Seconded by: _____

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

10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the S - 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,

LUTHER OAKS, INC.

By: William C. Wetzel
Its Attorney

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR
CONSTRUCTION OF A SKILLED NURSING FACILITY
FOR PROPERTY LOCATED AT: 601 LUTZ ROAD, BLOOMINGTON, IL 61704**

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 the construction of a skilled nursing facility for certain premises hereinafter described in Exhibit "A"; and

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

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

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

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

1. That the Special Use Permit for the construction of a skilled nursing facility on the premises hereinafter described in Exhibit "A" shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12th day of August, 2013.

APPROVED this ___th day of August, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"
BOUNDARY DESCRIPTION

A part of the southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows: commencing as a point of reference at a stone marking the southeast corner of the Southwest Quarter of said Section 17; thence north 01 degree 34 minutes 05 seconds west along the east line of the Southwest Quarter of said Section 17 a distance of 40.02 feet; thence north 90 degrees 00 minutes 00 seconds west and parallel with the south line of the east half of the Southwest Quarter of said Section 17 a distance of 381.51 feet; thence north 01 degree 51 minutes 29 seconds west a distance of 241.98 feet; thence north 90 degree 00 minutes 00 seconds west a distance of 285.95 feet to the point of beginning; thence north 90 degree 00 minutes 00 seconds west a distance of 184.05 feet to a point on the west line of Lot 3 in Townley's Highland Acres Subdivision; thence north 00 degrees 48 minutes 10 seconds west along the west line of said Lot 3 a distance of 134.07 feet; thence north 20 degrees 56 minutes 51 seconds west a distance of 192.92 feet; thence north 39 degrees 14 minutes 11 seconds east a distance of 242.01 feet; thence north 88 degrees 25 minutes 55 seconds east a distance of 88.07 feet; thence south 01 degree 34 minutes 05 seconds east a distance of 504.27 feet to the point of beginning.

Said described parcel contains 94608.619 (2.171 acres) square feet more or less.

MEMORANDUM

TO: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Mark Huber, Director of PACE
Mark Woolard, City Planner

CC: Michael B. Sewell, Shive-Hattery.

FROM: Anthony J. Meizelis, Civil Engineer I

DATE: July 15, 2013
Revised July 22, 2012

SUBJECT: Amended Preliminary Plan for First Addition to Luther Oaks Subdivision
Review Comments

I have reviewed the proposed preliminary plan and provide the following comments. The following comments reference the preliminary plan submittal from Shive-Hattery dated June 24, 2013.

1. Note 9 states that all sanitary mains within the property shall be reverted from public to private ownership. Currently, utility easements exist over the sanitary sewers and water main on site. The portion of the easements for the sanitary sewer shall be vacated in a future final plat. The portions of the easements for the publicly owned and maintained water main shall remain.
2. Luther Oaks shall install a screen or filter at a location north of the public manhole on Lutz Road to prevent prohibited or problematic material from entering the public sewer system. All sewage originating from Luther Oaks shall pass through this screen or filter, which shall be cleaned and maintained by Luther Oaks on a routine basis.
3. The current layout has only one entrance on Lutz Road with a driveway circling the building. The City has recommended that the developer include a second entrance to the north or west to address concerns about emergency vehicle access. This access would also help alleviate traffic congestion on Lutz road. The developer has worked with the Fire Department to modify the driveway around the facility to increase accessibility by fire trucks. They have opted not to provide a second access as they do not have any street frontage to the west or to the north for the entrance. The city will not require a second access for the currently proposed addition, but shall require a second access to the north or west for any future additions to this facility.

Memo to: City of Bloomington Planning Commission

From: Todd Greenburg, Corporation Counsel

Re: Easements for Public Water Main and Private Sanitary Sewer-
Amended Preliminary Plan - First Addition to Luther Oaks Subdivision

Date: July 23, 2013

The easements for the revised plats for First Addition to Luther Oaks Subdivision should be relatively simple to clarify by legal documents.

(1) The existing easement for the public water main is no longer needed and will be vacated. Because the cost of excavating the existing water main is cost-prohibitive, the water main will be abandoned in place. Since the easement is vacated, there is no reason why a proposed building extension cannot be built on top of the former easement.

(2) A public easement for a water main will be dedicated to the City. The City will permit a private sanitary sewer to be owned and maintained by Luther Oaks to be located in the public easement, and a document to be executed by the City will show that Luther Oaks may perform work in the public easement for the purpose of maintaining the private sanitary sewer.

To: Bloomington Planning Commission
From: Staff

Subject: **PS-05-13** Public hearing and review on the petition submitted by Luther Oaks, Inc, requesting the approval of an Amended Preliminary Plan for the First Addition to Luther Oaks Subdivision, for the property located at north of Lutz Road and East of Greenwood Ave.

BACKGROUND INFORMATION:

Adjacent Zoning

North: S-2, Public Lands and Institutions District
South: County Zoning
East: S-2, Public Lands and Institutions District
West: S-2, Public Lands and Institutions District

Adjacent Land Uses

North: School
South: SF Homes, Vacant
East: Vacant
West: Vacant

The Comprehensive Plan calls for low/medium density residential for the site.

This plan area is just for the Luther Oaks property. No new roads are being built and access will continue of Lutz Road as with the existing development. The detention will be expanded to accommodate the increase in impervious services. The plan has been changed from what was originally proposed to accommodate emergency vehicles being able to adequately circulate around the property. The only outstanding issues to be addressed are listed on the attached memo from engineering dated July 15, 2013.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council approve the Preliminary Plan for the First Addition to Luther Oaks Subdivision, for the property located north of Lutz Road and East of Greenwood Ave, in Case PS-05-13 contingent upon items in the memo from engineering dated July 15, 2013, being addressed prior to being placed on the City Council agenda.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING,
WEDNESDAY, JULY 24, 2013, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Chairperson Stan Cain, Mr. Jim Pearson, Mr. Ryan Scritchlow, Mr. Bill Schulz, Mr. David Stanczak, Mr. Charles Stuckey

MEMBERS ABSENT: Mr. J Balmer, Mr. Rex Diamond, Mr. Robert Wills

OTHERS PRESENT: Mr. Kevin Kothe, City Engineer
Mr. Tony Meizelis Engineering Department
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairperson Cain called the meeting to order at 4:03 P.M.

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

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the July 10, 2013 minutes. On page two “Mrs.” is to change to “Mr.” before Stuckey and “still” is to be added after “should” in the fourth paragraph. Mr. Pearson moved to approve the July 10, 2013 minutes as corrected. Mr. Scritchlow seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--absent; Mr. Pearson--yes; Mr. Balmer--absent; Mr. Schulz--present; Mr. Scritchlow--yes; Mr. Stanczak--present; Mr. Diamond--absent.

REGULAR AGENDA:

PS-05-13 Public hearing and review on the petition submitted by Luther Oaks, Inc, requesting the approval of an Amended Preliminary Plan for the First Addition to Luther Oaks Subdivision, for the property located at north of Lutz Road and East of Greenwood Avenue, consisting of approximately 12.17 acres.

Chairperson Cain introduced the petition. Mr. Woolard explained the preliminary plan is for the whole property. The plan has been modified such that fire trucks can maneuver around all of the buildings. Staff is recommending approval contingent upon the items in the engineering memo being adequately addressed.

Chairperson Cain opened the public hearing. Mr. William C. Wetzel of 115 W. Jefferson Street Suite 400, explained his client is under a 99 year lease with the church and they are seeking a one lot subdivision. He stated they have agreed to the installing of a screen as referenced in the engineering memo. He said they can support item number three in the memo but would like it modified with the words north and south removed such that they are not locked into only those directions.

Mike Sewell of Shive Hattery at 2103 Eastland Drive, stated the preliminary plan is representative of the existing ten acres as well as the new two acres. It also reflects meetings with the city staff whose concerns have been addressed on the plan.

Chairperson Cain asked if there were any members of the audience who wished to speak in opposition, in support or if they had questions pertaining to the petition and no one spoke.

Chairperson Cain closed the public hearing.

Mr. Scritchlow moved in case PS-05-13 to recommend approval of the Amended Preliminary Plan for the First Addition of the Luther Oaks Subdivision contingent upon the items in the memo dated July 15, 2013 and revised July 22, 2013 being addressed prior to being placed on the City Council agenda. Mr. Stanczak seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call:

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

PS-03-13. Public hearing and review on the petition submitted by FOB Development, Inc. requesting the approval of a Preliminary Plan for a Portion of Empire Business Park, Third Revision, for the property located north of Illinois Route 9 and east of Trinity Lane, consisting of approximately 14.2 acres

Chairperson Cain introduced the petition. Mr. Woolard explained the preliminary plan is being referred back to the Planning Commission because of the additional concerns regarding sidewalks and public versus private streets. Staff is supporting the case contingent upon the items in the engineering memo being addressed.

Chairperson Cain opened the public hearing. Mr. William C. Wetzel of 115 W. Jefferson Street Suite 400, stated the city staff agreed to support a public street if IDOT would support it. The city reviewed the plan to determine if it complied with city standards. He said they also worked on the sidewalks for Magory. This resulted in a plan for Magory being a public street, built to city specifications with sidewalks on both sides as well as a sidewalk on the north side of Empire.

Neil Finlen, with Farnsworth Group at 2709 McGraw Drive stated that IDOT is fine with the location and the configuration of the street. He said we will guarantee it for two years instead of just one year to assure that any problems will be resolved before the street is fully accepted. He explained even though it took longer the review process has resulted in a better product.

Mr. Kothe said the petitioner has accurately described the changes in designing the street as a public street and they have provided the required 70 feet of public right-of-way with the sidewalks. He said everything is in order.

Chairperson Cain asked if there were any members of the audience who wished to speak in opposition, in support or if they had questions pertaining to the petition and no one spoke.

Chairperson Cain closed the public hearing.

Mr. Pearson moved to recommend the Planning Commission pass a motion recommending the City Council approve of the Preliminary Plan for a portion Empire Business Park Third Addition for the property located north of Illinois Route 9 and east of Trinity Lane in case PS-03-13

contingent upon the items in the memo from engineering dated July 15 and July 23, 2013 being addressed prior to being placed on the City Council agenda. Mr. Schulz seconded the motion which passed by a vote of 6 to 0 with the following votes being cast on roll call:

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

Mr. Wetzel stated this product is a result from a lot of time and input from the staff and members of the Planning Commission and it shows the system can work.

OLD BUSINESS: None

NEW BUSINESS:

Mr. Woolard highlighted a workshop that will be held on November 8.

Chairperson Cain stated Julie Morton has resigned from the Planning Commission primarily due to her work schedule

ADJOURNMENT

There being no further business to come to the Bloomington Planning Commission's attention, Mr. Pearson moved to adjourn and Mr. Schulz seconded the motion which was approved unanimously. The meeting was adjourned at 4:47 p.m.

Respectfully submitted,

Mark Woolard
City Planner

For further information contact:

Mr. Mark Woolard, City Planner
Government Center, 2nd Floor
115 East Washington Street
Bloomington, IL 61701
Phone: (309) 434-2341 FAX (309) 434-2857



Area of Expansion

S-2

S-2

S-2

S-2

Notification Mailing List

UNITED CENTRAL BANK
1112 S WASHINGTON
IL 60540

JACK SNYDER
PO Box 1546
IL 617021546

JACK SNYDER
PO Box 1546
IL 617021546

YVONNE M IMBROGNO
311 CLOVER CT
IL 61704

JACQUELINE S BRISTOW
309 CLOVER ST
IL 61704

ROBERT E & RITA A WILLIAMS
314 CLOVER CT
IL 61704

CYNTHIA MOORE
2217 KNOLLBROOK WAY
IL 61704

ERIC & MOLLY NICHOLS
312 CLOVER CT
IL 61704

LANNY & LINDA MORREAU
315 CLOVER CT
IL 617047218

JOSHUA WALTERS
313 GOLDENROD RD
IL 61704

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701

WENDELL LEE NIEPAGEN
2010 FOX CREEK RD
IL 617019530

KIMBERLY HARMS
615 W OAKLAND
IL 61701

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

LISA A KUSTER
1002 WITTEN WOODS
IL 61704

WILLIAM J DURAKO
1015 WARTBURG
IL 61704

DARIN G ALIG
1005 WARTBURG DR
IL 61704

JANET S EVANS TRUSTEE
2303 WIRSING WAY
IL 617049207

MIKE TEMPLE
807 WITTEN WOODS DR
IL 617049037

MICHAEL & BRANDI REECE
2411 WIRSING WAY
IL 617049208

YAW & ANGELA OPOKU-AGYEMANG
1004 Witten Woods Dr
IL 617048765

TIMOTHY R VERNON
1010 GERIKE WAY
IL 617048700

MICHAEL E & MICHELLE L FRYER
1007 Witten Woods Dr
IL 617048601

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

MARIAN EPPING
1007 WARTBURG DR
IL 61704

TIMOTHY & BETH ANN GUMP
914 Gerike Way
IL 617048748

CHAD & LISA MOBERLY
2307 WIRSING WAY
IL 617049207

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

Notification Mailing List

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

STEPHEN & KIRA PLUHAR
1003 WITTEN WOODS DR
IL 617048601

GARY G & LINDA BASSANI BRUCKER
1001 WITTEN WOODS DR
IL 617048601

RANDALL CARNEY
202 BITTERSWEET CIR
IL 617047200

CRISTIN & DAVID WEBER
1012 GERIKE WAY
IL 617048700

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

JOHN & DONNA DETERTS
1004 GERIKE WAY
IL 617048700

CHASE M & KARI L FILLINGHAM
1002 GERIKE WAY
IL 617048700

JIM OTT
2505 WIRSING WAY
IL 617049209

MYRNA LATHAM
1003 WARTBURG
IL 61704

JACOB & JENNIFER JOHNSON
210 BITTERSWEET CIR
IL 617047200

BRYAN & BETTY ENOS
206 BITTERSWEET CIRCLE
IL 61704

STEPHEN R CROWLEY
2503 WIRSING WAY
IL 617049209

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

DANIEL W CALDWELL
2301 WIRSING
IL 61704

JOHN E CRIPE
109 N GADWALL LN
IL 617369347

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

MICHAEL W TEMPLE
807 WITTEN WOODS DR
IL 617049037

AUGUST & BETTE J BERNING
1006 WHITTENWOODS
IL 61704

MICHAEL A PIETSCH
1005 WITTEN WOODS DR
IL 617048601

MICHAEL TEMPLE
807 WITTEN WOODS DR
IL 617049037

MIKE TEMPLE
807 WITTEN WOODS DR
IL 617049037

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

JOSHUA D BRADBURY
909 WITTENWOODS DR
IL 61704

STACY GUETSCHOW
1013 Wartburg Dr
IL 617048703

ROSALINDE MARTIN TRUSTEE
1011 WARTBURG DR
IL 61704

CYNTHIA LAKE
1009 WARTBURG DR
IL 617048703

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
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BENJAMIN & ANDREA MARQUARDT
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FRANKE CONSTRUCTION
303 N WILLIAMSBURG DR
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Notification Mailing List

VELTIN & JUDY BOUDREAUX
1008 WITTEN WOODS DRIVE
IL 61704

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
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WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

LUTHER OAKS
601 LUTZ RD
IL 61704

MARC & DIANN GRIM
208 BITTERSWEET CIR
IL 617047200

FRANCIS C. & JOAN C. QUINN
1919 COUNTY ROAD 400 N
IL 617299531

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

NANCY MILLER
910 WITTEN WOODS DRIVE
IL 61704

PHILLIP E FAYHEE
1023 WARTBURG
IL 61704

KENNETH A HANCOCK
411 COBBLESTONE DR
IL 617458803

MARK P LIPIC
21166 HAWTHORNE RIDGE RD
IL 617369533

MARK P LIPIC
21166 HAWTHORNE RIDGE RD
IL 617369533

CUMULUS BROADCASTING, LLC
3280 PEACHTREE RD NE STE 2300
GA 303052455

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701

BRENT D & ELIZABETH M HELLEWELL
1013 GERIKE WAY
IL 617048700

ELDON BREWER
1011 Gerike Way
IL 617048700

KYLE N & REBECCA L BOUNDS
1009 GERIKE WAY
IL 61704

MARY L & ERICA NICOLE HUNTER HUNTER
1007 GERIKE WAY
IL 617048700

BENJAMIN J SCEGCEL
1005 Gerike Way
IL 617048700

JACK D & ROSEMARY T DANAHER
1003 GERIKE WAY
IL 61704

GREGORY & ANDREA WYNN
1001 GERIKE WAY
IL 617048700

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

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% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

% HEARTLAND BANK & TRUST HHMC 5-18-10
MCLT
405 N HERSHEY RD
IL 617043558

DANIEL P. & SARAH L. DUNCAN
1006 WARTBURG DR
IL 617048703

DENNIS TROY DINGLEDINE
1004 WARTBURG DR
IL 617048703

Notification Mailing List

JOSHUA A. & ALLISON KUSHNER
1002 Wartburg Dr
IL 617048703

M. ELOISE WEEKS
611 LUTZ RD
IL 617048635

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701

MILDRED L BEASLEY
502 RADLIFF ROAD
IL 61701

GERALD LUTZ REVOCABLE TRUST
600 COMMERCE DR
MI 49677

JOHN C THEOBALD M/M
6762 ALEXANDER RD
IL 617458813

CUMULUS BROADCASTING, LLC
3280 PEACHTREE RD NE STE 2300
GA 303052455

RAVE MARTI
13 THOMAS DR
IL 617613958

AMERICAN TOWER CORP
PO BOX 723597
GA 311390597

JOSEPH & RUTH M MAREK
607 LUTZ RD
IL 617048635

KELLY J DUNLAP
RR 16 BOX 87
IL 61704

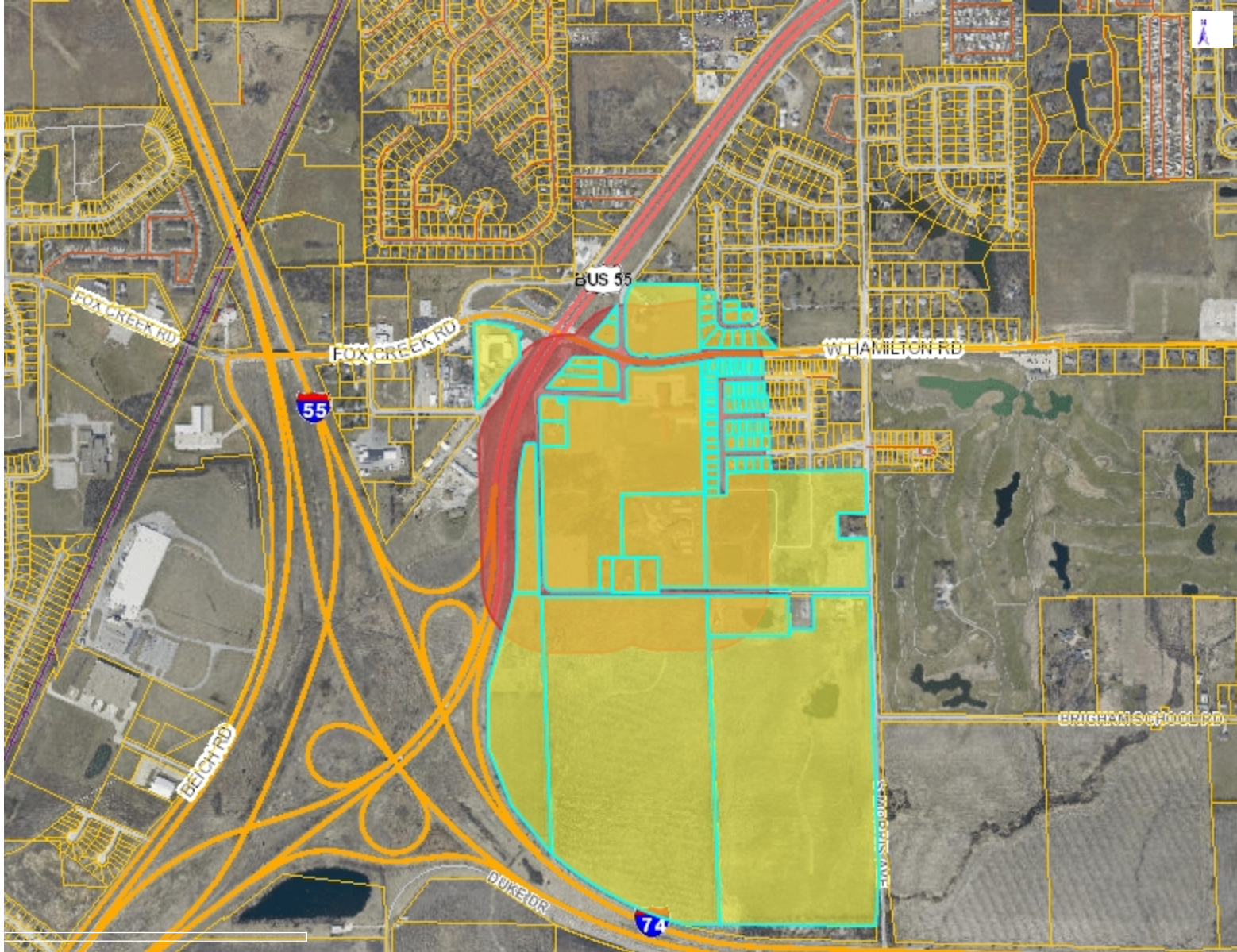
EVELYN FARM LUTZ
% SOY CAPITAL AG SERVICES PO BOX 1607
IL 617021607

CUMULUS BROADCASTING, LLC
3280 PEACHTREE RD NE STE 2300
GA 303052455

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701



Properties Notified for Luther Oaks Special Use



Legend

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



1: 19,395

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Printed: 6/26/2013 11:07:47 AM

Notes



FOR COUNCIL: August 12, 2013

SUBJECT: Petition submitted by Luther Oaks, Inc. requesting Approval of an Amended Preliminary Plan for the First Addition to Luther Oaks Subdivision

RECOMMENDATION/MOTION: That the Amended Preliminary Plan be approved and the Ordinance passed.

STRATEGIC PLAN LINK: The preliminary plan will facilitate the objective of expanding businesses.

STRATEGIC PLAN SIGNIFICANCE: Once this plan is approved and along with final platting and approval of the special use permit for the nursing home the expansion of the nursing home can begin. This will enable the expansion of this business as well as encourage the growth of other businesses by providing local jobs at the nursing home and related local health care occupations.

BACKGROUND: The petitioner is requesting the approval of the preliminary plan in order to expand their senior housing and assisted living facility with a new nursing home. The new building will be attached to their existing building. The site is located on Lutz Road and consists of approximately 12 acres. No new roads are planned for this one lot subdivision and access will continue off Lutz Road. Estimates are that the amount of traffic will only increase slightly with the nursing home.

The Planning Commission reviewed the petition on July 24, 2013. The petitioner's attorney and engineer both spoke at the meeting explaining the amended preliminary plan and how they have worked to satisfy staff's concerns, particularly by expanding the width of the service driveway to accommodate fire trucks. They also agreed that a second entrance will also be provided for any future expansion of the site. The Commission held a public hearing and no one else spoke in favor or against the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 74 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: The financial impact on the city revenues should increase with an increase in sales tax through many health care purchases with the approval of the amended preliminary plan.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark R. Huber, Director, PACE

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Engineering Letter – July 15, 2013
Attachment 3. PC Staff Report – July 17, 2013
Attachment 4. PC Minutes – July 24, 2013
Attachment 5. Map
Attachment 6. Notification Mailing List and Map

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF AMENDED PRELIMINARY PLAN FOR A
SUBDIVISION

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

NOW COMES Luther Oaks, Inc., an Illinois not-for-profit corporation, hereinafter referred to as Petitioner, respectfully representing and requesting as follows:

1. That your petitioner is interested as lessee in the premises hereinafter described in Exhibit "A" attached hereto and made a part hereof to be known by this reference;
2. Petitioner seeks approval of the Amended Preliminary Plan for a subdivision of said premises to be known and described as "First Addition to Luther Oaks Subdivision" which Amended Preliminary Plan is attached hereto and made a part hereof;
3. That your Petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24, of the Bloomington City Code: None.

WHEREFORE, your Petitioner prays that the Amended Preliminary Plan for the First Addition to Luther Oaks Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Luther Oaks, Inc.,

An Illinois not-for-profit corporation

By: William C. Wetzel
Its Attorney

ORDINANCE NO. 2013 -

**AN ORDINANCE APPROVING THE AMENDED PRELIMINARY PLAN OF THE
FIRST ADDITION TO LUTHER OAKS SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Approval of the Amended Preliminary Plan of the “First Addition to Luther Oaks Subdivision”, legally described in Exhibit “A” attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: None; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Amended Preliminary Plan attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code, 1960, as amended.

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

1. That the Amended Preliminary Plan of the “First Addition to Luther Oaks Subdivision” and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

ADOPTED this 12th day of August, 2013.

APPROVED this ___th day of August, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the southeast corner of the Southwest Quarter of said Section 17;

Thence North 01 degree 34 minutes 05 seconds west along the east line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 degrees 00 minutes 00 seconds west and parallel with the south line of the east half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 degree 51 minutes 29 seconds west a distance of 241.98 feet;

Thence North 90 degree 00 minutes 00 seconds west a distance of 470.00 feet to a point on the west line of Lot 3 in Townley's Highland Acres Subdivision;

Thence North 00 degrees 48 minutes 10 seconds west along the west line of said Lot 3 a distance of 134.07 feet;

Thence North 20 degrees 56 minutes 51 seconds west a distance of 192.92 feet;

Thence North 39 degrees 14 minutes 11 seconds east a distance of 242.01 feet;

Thence North 88 degrees 25 minutes 55 seconds east a distance of 756.50 feet to a point on the east line of the Southwest Quarter of said Section 17;

Thence South 01 degree 34 minutes 05 seconds east along the east line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 acres) square feet more or less.

DENEEN AND DENEEN
DANIEL G. DENEEN
Attorney and Counselor at Law
202 S. ELDORADO ROAD
BLOOMINGTON, ILLINOIS 61704-4471

ROBERT G. DENEEN (1926—1999)

Telephone 309-663-0555
Facsimile 309-663-0556
e-mail: denden@s@ilaw202.com

April 10, 2013

Illinois Health Facilities & Services Review Board
Attn.: Chair
525 W. Jefferson St., 2nd Floor
Springfield, IL 62761

APR 18 2013

Members of City Council & Zoning Board of Appeals
115 E. Washington St.
P.O. Box 3157
Bloomington, IL 61702-3157

Re: Luther Oaks – Planned Skilled Nursing Facility

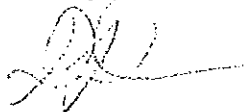
Dear Sir or Madam:

I am in full support of the planned skilled nursing facility at Luther Oaks in Bloomington. The new nursing facility would be especially appropriate since it would complete the continuum of care available at the Luther Oaks complex. The location would also be great since there are only two small facilities in Bloomington South of "Route 9" as it winds its way through town. The location would be especially convenient for families in Southwest McLean County.

Ideally, in coming years there will be several options in Bloomington-Normal that would offer the full continuum of care from independent or semi-independent apartments to full nursing home facilities. When I look towards placement of wards that I assist (or that my clients assist) my first option is a facility that offers a continuum of care, if financially available.

The need for "planned nursing facilities", in Bloomington and around the state, will continue to increase over the next several decades. At the present time it is occasionally difficult to find a room for elderly persons. It is also my impression that adding another high-quality facility in Bloomington will continue to raise the bar for care standards in the community.

Sincerely yours,



Daniel G. Deneen
Public Guardian of McLean County

DGD/jkd

*Public Administrator and Public Guardian
of McLean County, Illinois*

April 15, 2013

APR 18 2013

Members of City Council and Zoning Board of Appeals
115 E. Washington St.
P.O. Box 3157
Bloomington, IL 61702

To Whom It May Concern:

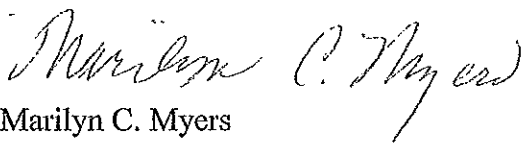
I am writing to support the skilled nursing facility at Luther Oaks. This facility has a history of providing quality and compassionate care in its assisted living facility and residents are excited about the expansion!

The employees of Luther Oaks are a vital part of the business community. The addition of a skilled nursing facility will bring even more jobs to the Bloomington/Normal area and will assure the continued economic viability of Luther Oaks.

A skilled nursing facility with predominately private rooms and private bathrooms is an asset to the community! Think about your own parent or grandparent who finds it necessary to have extended service but is reluctant to leave what has become familiar! Change is difficult for each of us as we age, so being able to stay within the comfort of what we have come to know as "home" is important!

Completion of the skilled nursing facility allows existing Luther Oaks residents and the Bloomington/Normal community a full continuum of care!

Sincerely,



Marilyn C. Myers
601 Lutz Road #2211
Bloomington, IL 61704

REPORT

To: Zoning Board of Appeals

From: Staff

Subject: **SP-04-13 Public Hearing and Review on the petition submitted by Luther Oaks, Inc. requesting approval of a special use permit for a nursing home for the property located at 601 Lutz Road. Zoned S-2, Public Lands and Institutions District**

BACKGROUND INFORMATION:

Adjacent Zoning

North: S-2, Public Lands and Institutions District
South: County Zoning
East: S-2, Public Lands and Institutions District
West: S-2, Public Lands and Institutions District

Adjacent Land Uses

North: School
South: SF Homes, Vacant
East: Vacant
West: Vacant

The Comprehensive Plan calls for the property to be low/medium density residential.

This petitioner is seeking a special use for a nursing home on vacant land adjacent to their existing senior and assisted living facilities. The adjacent land uses should be compatible with the proposed use in that there are other senior or institution uses and a school with a large open space between it and the proposed use. The single family homes will also ample have yard space to buffer the uses.

Traffic and parking

The developer is complying with the required amount of parking. Lutz Road has a very low volume of traffic now and should be able to handle the increase in traffic from the nursing home which will be minimal. No new curb cut to Lutz Road is proposed and thus eliminating possible conflicts in traffic movements.

Action by the Board of Zoning Appeals.

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

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** the special use will not be detrimental to the public health in that it will be compatible with adjacent land uses.

2. **that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; the use will not be injurious to others in that potential traffic volumes will be accommodated and adequate distances to neighboring uses will be provided.**
3. **that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district; the use will not be impede development and improvements and will in part complement the petitioner's existing facilities.**
4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided; utilities and drainage will be provided and be in compliance with city code.**
5. **that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and traffic concerns should not be realized with no new curb cut to Lutz Road.**
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137) compliance with city codes will be adhered to.**

STAFF RECOMMENDATION:

Staff recommends that the Zoning Board of Appeals pass a motion recommending City Council approval of this petition in Case SP-04-13 to allow a special use for a nursing home for the property located at 601 Lutz Road.

Respectfully submitted,

Mark Woolard
City Planner

MEMORANDUM

TO: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Mark Huber, Director of PACE
Mark Woolard, City Planner

CC: Michael B. Sewell, Shive-Hattery.

FROM: Anthony J. Meizelis, Civil Engineer I

DATE: July 15, 2013

SUBJECT: Amended Preliminary Plan for First Addition to Luther Oaks Subdivision
Review Comments

I have reviewed the proposed preliminary plan and provide the following comments. The following comments reference the preliminary plan submittal from Shive-Hattery dated June 24, 2013.

1. Note 9 states that all sanitary mains within the property shall be reverted from public to private ownership. Currently, utility easements exist over the sanitary sewers and water main on site. The portion of the easements for the sanitary sewer shall be vacated in a future final plat. The portions of the easements for the publicly owned and maintained water main shall remain.
2. Luther Oaks shall install a screen or filter at a location north of the public manhole on Lutz Road to prevent prohibited or problematic material from entering the public sewer system. All sewage originating from Luther Oaks shall pass through this screen or filter, which shall be cleaned and maintained by Luther Oaks on a routine basis.
3. The City prefers a second entrance from the west or north to facilitate emergency vehicles but will not require it.

**UNAPPROVED MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, JULY 17, 2013, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, IL**

Members present: Mrs. Barbara Meek, Mr. Dick Briggs, Mr. Mike Ireland, Mr. Robert Kearney, Mr. Jim Simeone,
Members absent: Ms. Amelia Buragas, Mr. Bill Zimmerman
Also Present: Mr. Mark Huber, Director of PACE
Mr. Tony Meizelis Engineering Department
Mr. Bill Givens, Engineering Department
Mr. Mark Woolard, City Planner

Mr. Woolard called the meeting to order at 3:08 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from May 15, 2013. The Board had no corrections and the minutes were accepted as printed.

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

SP-04-13 Public Hearing and Review on the petition submitted by Luther Oaks, Inc. requesting approval of a special use permit for a nursing home for the property located at 601 Lutz Road. Zoned S-2, Public Lands and Institutions District.

Chairman Ireland introduced the petition. Chairman Ireland asked for anyone who would like to speak in favor of the petition to come forward. Mr. William C. Wetzel of 115 W. Jefferson Street Suite 400, was sworn in and stated his client is seeking to add on to their facility. They are also asking for a one lot subdivision which will be reviewed by the Planning Commission. He said they have a favorable recommendation from the staff which is a product of their hard work and the administration's support which results in a plan that fits the intent of the code for special uses and they are asking for no waivers. He asked for the Board to recommend approval to the City Council.

Gretchen Brown of 1505 Manchester in Champaign, was sworn in and stated they are a not for profit and have been continuing their plan of adding a skilled care facility and it will have 36 beds with an additional 27,000 square feet.

Mike Sewell of Shive Hattery at 2103 Eastland Drive, was sworn in and stated the site plan are reflective of meetings with the city staff whose concerns have been addressed on the site plan. The detention will be designed to handle more water than what is required. They considered seeking a variance but then made a decision to satisfy the code for parking. The legal

description for the special use is for the entire twelve acres. He said they do not have a problem with making a condition of approval regarding the sewer screening.

Mr. Simeone questioned if it is standard to have a facility this large with only one entrance and exit. Mr. Sewell stated they wanted to satisfy the Fire Chief for the layout of the site and addressed his concern for the circulation of vehicles by widening the road. Mr. Wetzel said they do not have a way to provide the second access and the petitioner is satisfied that emergency vehicles will have enough access to the property to do what they need to in an emergency.

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

Mr. Woolard stated that there is not a lot of traffic generated by the existing use and do not anticipate a significant increase. The use will also be compatible with the adjacent land uses. Emergency vehicles will be able to circulate around the entire property with the proposed site plan. Staff supports the petition.

Mr. Kearney moved that the special use be made condition upon the petitioner meeting point number two in the July 15, 2013 memo from the city or any substitute that the city approves in its place. Mr. Briggs seconded the motion. The vote on the motion was approved with five (5) voting in favor and zero (0) against.

The vote on the special use was approved with five (5) voting in favor and zero (0) against.



Cabintown Rd
Veterans Pkwy

Veterans Pkwy

Hamilton Rd

Greenwood Ave

Greenwood Ave

Heidloff Rd

Wartburg Dr

Gerike Way

Wirsing Way

Witten Woods Dr

Bach Dr

Handel Dr

Area of Expansion

S-2

S-2

S-2

S-2

Lutz Rd

Notification Mailing List

UNITED CENTRAL BANK
1112 S WASHINGTON
IL 60540

JACK SNYDER
PO Box 1546
IL 617021546

JACK SNYDER
PO Box 1546
IL 617021546

YVONNE M IMBROGNO
311 CLOVER CT
IL 61704

JACQUELINE S BRISTOW
309 CLOVER ST
IL 61704

ROBERT E & RITA A WILLIAMS
314 CLOVER CT
IL 61704

CYNTHIA MOORE
2217 KNOLLBROOK WAY
IL 61704

ERIC & MOLLY NICHOLS
312 CLOVER CT
IL 61704

LANNY & LINDA MORREAU
315 CLOVER CT
IL 617047218

JOSHUA WALTERS
313 GOLDENROD RD
IL 61704

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701

WENDELL LEE NIEPAGEN
2010 FOX CREEK RD
IL 617019530

KIMBERLY HARMS
615 W OAKLAND
IL 61701

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

LISA A KUSTER
1002 WITTEN WOODS
IL 61704

WILLIAM J DURAKO
1015 WARTBURG
IL 61704

DARIN G ALIG
1005 WARTBURG DR
IL 61704

JANET S EVANS TRUSTEE
2303 WIRSING WAY
IL 617049207

MIKE TEMPLE
807 WITTEN WOODS DR
IL 617049037

MICHAEL & BRANDI REECE
2411 WIRSING WAY
IL 617049208

YAW & ANGELA OPOKU-AGYEMANG
1004 Witten Woods Dr
IL 617048765

TIMOTHY R VERNON
1010 GERIKE WAY
IL 617048700

MICHAEL E & MICHELLE L FRYER
1007 Witten Woods Dr
IL 617048601

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

MARIAN EPPING
1007 WARTBURG DR
IL 61704

TIMOTHY & BETH ANN GUMP
914 Gerike Way
IL 617048748

CHAD & LISA MOBERLY
2307 WIRSING WAY
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RANDALL CARNEY
202 BITTERSWEET CIR
IL 617047200

CRISTIN & DAVID WEBER
1012 GERIKE WAY
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IL 617048700

JIM OTT
2505 WIRSING WAY
IL 617049209

MYRNA LATHAM
1003 WARTBURG
IL 61704

JACOB & JENNIFER JOHNSON
210 BITTERSWEET CIR
IL 617047200

BRYAN & BETTY ENOS
206 BITTERSWEET CIRCLE
IL 61704

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IL 617043577

DANIEL W CALDWELL
2301 WIRSING
IL 61704

JOHN E CRIPE
109 N GADWALL LN
IL 617369347

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IL 617043577

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807 WITTEN WOODS DR
IL 617049037

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IL 61704

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IL 617048601

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Notification Mailing List

VELTIN & JUDY BOUDREAUX
1008 WITTEN WOODS DRIVE
IL 61704

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

LUTHER OAKS
601 LUTZ RD
IL 61704

MARC & DIANN GRIM
208 BITTERSWEET CIR
IL 617047200

FRANCIS C. & JOAN C. QUINN
1919 COUNTY ROAD 400 N
IL 617299531

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

NANCY MILLER
910 WITTEN WOODS DRIVE
IL 61704

PHILLIP E FAYHEE
1023 WARTBURG
IL 61704

KENNETH A HANCOCK
411 COBBLESTONE DR
IL 617458803

MARK P LIPIC
21166 HAWTHORNE RIDGE RD
IL 617369533

MARK P LIPIC
21166 HAWTHORNE RIDGE RD
IL 617369533

CUMULUS BROADCASTING, LLC
3280 PEACHTREE RD NE STE 2300
GA 303052455

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701

BRENT D & ELIZABETH M HELLEWELL
1013 GERIKE WAY
IL 617048700

ELDON BREWER
1011 Gerike Way
IL 617048700

KYLE N & REBECCA L BOUNDS
1009 GERIKE WAY
IL 61704

MARY L & ERICA NICOLE HUNTER HUNTER
1007 GERIKE WAY
IL 617048700

BENJAMIN J SCEGCEL
1005 Gerike Way
IL 617048700

JACK D & ROSEMARY T DANAHER
1003 GERIKE WAY
IL 61704

GREGORY & ANDREA WYNN
1001 GERIKE WAY
IL 617048700

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

WITTENBERG II LLC
% LARRY HUNDMAN 405 N HERSHEY RD
IL 617043577

% HEARTLAND BANK & TRUST HHMC 5-18-10
MCLT
405 N HERSHEY RD
IL 617043558

DANIEL P. & SARAH L. DUNCAN
1006 WARTBURG DR
IL 617048703

DENNIS TROY DINGLEDINE
1004 WARTBURG DR
IL 617048703

Notification Mailing List

JOSHUA A. & ALLISON KUSHNER
1002 Wartburg Dr
IL 617048703

M. ELOISE WEEKS
611 LUTZ RD
IL 617048635

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701

MILDRED L BEASLEY
502 RADLIFF ROAD
IL 61701

GERALD LUTZ REVOCABLE TRUST
600 COMMERCE DR
MI 49677

JOHN C THEOBALD M/M
6762 ALEXANDER RD
IL 617458813

CUMULUS BROADCASTING, LLC
3280 PEACHTREE RD NE STE 2300
GA 303052455

RAVE MARTI
13 THOMAS DR
IL 617613958

AMERICAN TOWER CORP
PO BOX 723597
GA 311390597

JOSEPH & RUTH M MAREK
607 LUTZ RD
IL 617048635

KELLY J DUNLAP
RR 16 BOX 87
IL 61704

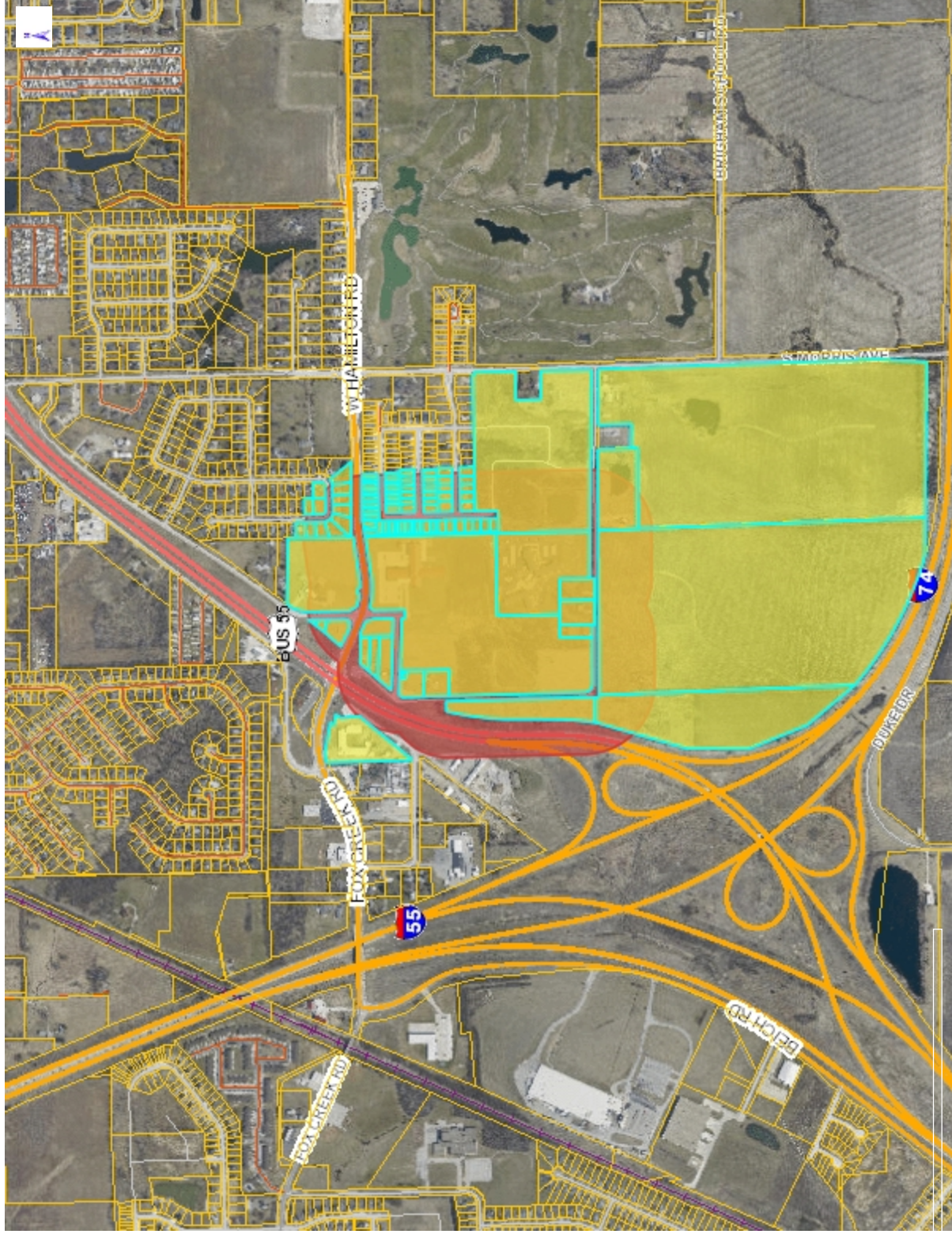
EVELYN FARM LUTZ
% SOY CAPITAL AG SERVICES PO BOX 1607
IL 617021607

CUMULUS BROADCASTING, LLC
3280 PEACHTREE RD NE STE 2300
GA 303052455

TRINITY LUTHERAN CHURCH
801 S MADISON
IL 61701



Properties Notified for Luther Oaks Special Use



Legend

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

Notes

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

0.6 Miles

0.31

0

1: 19,395

Printed: 6/26/2013 11:07:47 AM



FOR COUNCIL: August 12, 2013

SUBJECT: Petition submitted by Luther Oaks, Inc. requesting Approval of a Final Plat for First Addition to Luther Oaks Subdivision, located north of Lutz Rd. and west of Wittenberg Woods Subdivision

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed, subject to the Petitioner paying the required fees prior to recording of the plat.

STRATEGIC PLAN SIGNIFICANCE: Goal 3: Grow the Local Economy -- Approval of this plat allows Luther Oaks to expand the facility and grow the local economy.

BACKGROUND: This final plat consists of one lot located north of Lutz Road and east of Greenwood Avenue. The zoning in this area is S-2 Public Lands and institutions District. The subject property is being re-platted to allow for expansion on the west side of the Luther Oaks facility. The subject final plat contains a single lot because the additional area would not have been buildable if it had been platted as a separate lot as it would not have had frontage on a public street. Since this expansion does not appear on the existing preliminary plan, a revised preliminary plan has been separately submitted to appear before council. This subject final plat is in conformance with the proposed preliminary plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Luther Oaks, Inc. The preliminary plan has been at the Zoning Board of Appeals and the Planning commission.

FINANCIAL IMPACT: All survey, plat and recording costs are paid by Luther Oaks, Inc.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Exhibit A
 Attachment 2. Maps
 Attachment 3. COB Engineering Memo – July 31, 2013

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes LUTHER OAKS, INC., hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A" which is attached hereto and made a part hereof by this reference;
2. That the Plat depicts a total of not more than three lots and outlots; that the Plat includes all contiguous property in common ownership or unified control;
3. That the proposed Subdivision shall not necessitate the construction or installation of public street improvements;
4. That no waivers of the Land Subdivision Code are requested other than waivers of bonds and fees;
5. That no public improvements are needed in connection with the approval of the Plat of Subdivision;
6. That all prerequisites for proceeding under the Final Plat Approval process are in place.
7. That Petitioner requests a waiver of the requirement to submit a preliminary plan and to pursue the submission, review and approval procedure and proceed under the Final Plat submission process.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the First Addition to Luther Oaks Subdivision submitted herewith be approved under the Final Plat submission procedure.

Respectfully submitted,

LUTHER OAKS, INC.

By _____

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE FIRST ADDITION TO
LUTHER OAKS SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the First Addition to Luther Oaks Subdivision, legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests approval pursuant to the Expedited Final Plat process; and

WHEREAS, the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: None; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations.

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

1. That the Final Plat of the First Addition to Luther Oaks Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12th day of August, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT "A"
BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows:

Commencing as a point of reference at a stone marking the corner of the Southeast Corner of the Southwest Quarter of said Section 17;

Thence North 01 Degree 34 Minutes 05 Seconds West along the East line of the Southwest Quarter of said Section 17 a distance of 40.02 feet to the Point of Beginning;

Thence North 90 Degrees 00 Minutes 00 Seconds West and Parallel with the South line of the of the East half of the Southwest Quarter of said Section 17 a distance of 381.51 feet;

Thence North 01 Degree 51 Minutes 29 Seconds West a distance of 241.98 feet;

Thence North 90 Degree 00 Minutes 00 Seconds West a distance of 470.00 feet to a Point on the West line of Lot 3 in Townley's Highland Acres Subdivision;

Thence North 00 Degrees 48 Minutes 10 Seconds West along the West line of said Lot 3 a distance of 134.07 feet;

Thence North 20 Degrees 56 Minutes 51 Seconds West a distance of 192.92 feet;

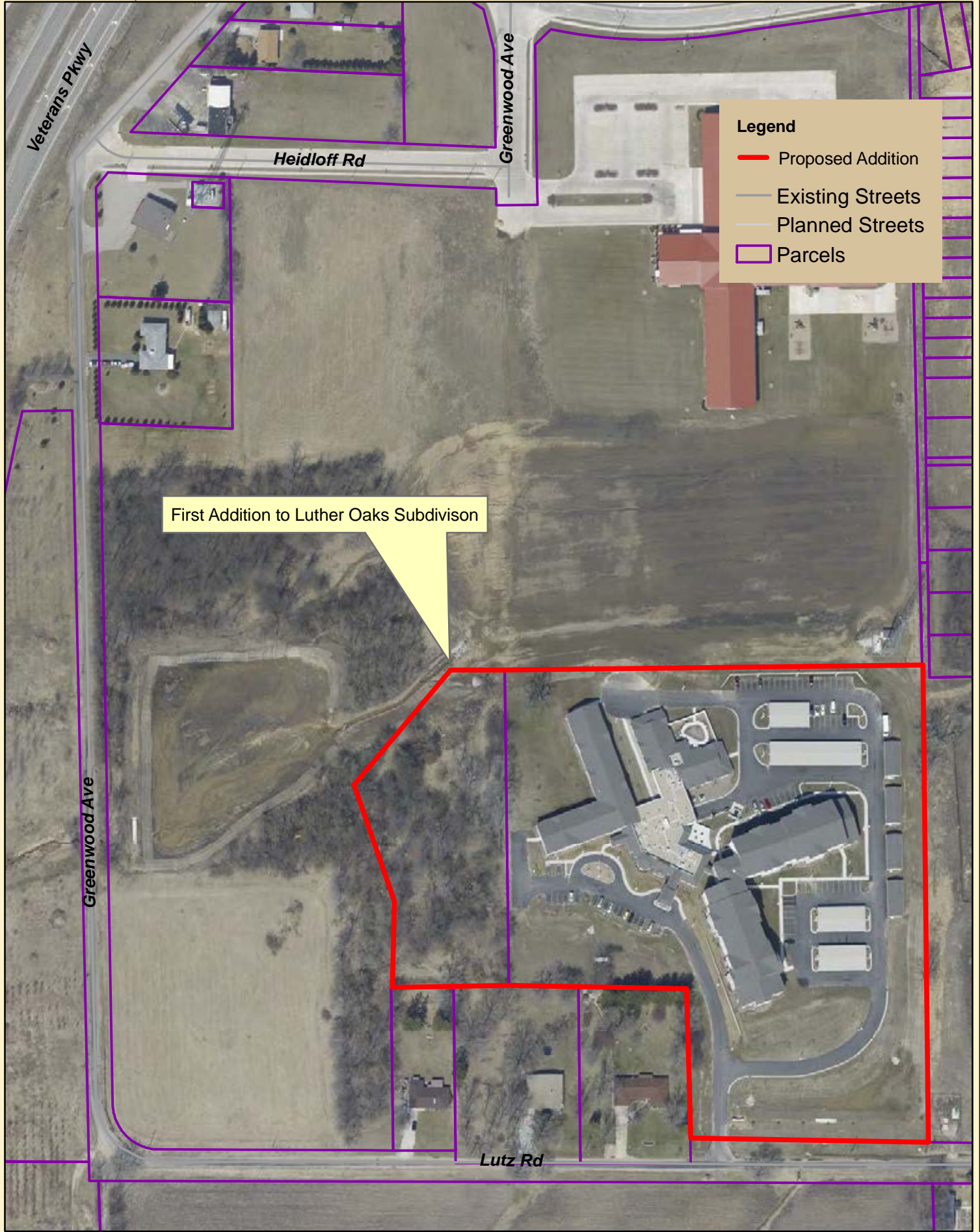
Thence North 39 Degrees 14 Minutes 11 Seconds East a distance of 242.01 feet;

Thence North 88 Degrees 25 Minutes 55 Seconds East a distance of 756.50 feet to a Point on the East line of the Southwest Quarter of said Section 17;

Thence South 01 Degree 34 Minutes 05 Seconds East along the East line of the Southwest Quarter of said Section 17 a distance of 764.50 feet to the Point of Beginning.

Said described parcel contains 530208.619 (12.171 acres) square feet more or less.

First Addition To Luther Oaks Subdivision



Legend

- Proposed Addition
- Existing Streets
- Planned Streets
- Parcels

First Addition to Luther Oaks Subdivison

Greenwood Ave

Greenwood Ave

Heidloff Rd

Lutz Rd

Veterans Pkwy

MEMORANDUM

July 31, 2013

TO: Tracey Covert, City Clerk
FROM: Tony Meizelis, Engineering Division Public Works
RE: Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer for that part of the Trinity Lutheran School site to be **First Addition to Luther Oaks Subdivision**.

A: Tap-On Fees:

The following tap-on fees are due for that part of the Trinity Lutheran School site to be **First Addition to Luther Oaks Subdivision**, per the annexation agreement approved September 26, 2000. Tap on fees for 10 acres (original subdivision) were paid previously on March 27, 2006.

		<u>Fund</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Southwest Sanitary Sewer	52200-57320	\$759.85	\$1,523.50	\$2,283.35
2	Pump Station and Force Main	52200-57320	\$0.00	\$0.00	\$0.00
3	Watermain in Hamilton Rd.	50200-57320	\$0.00	\$0.00	\$0.00
4	Hamilton Rd. pavement (MFT)	20300-57320	\$0.00	\$0.00	\$0.00
5	Heidloff Rd./Greenwood pav't (MFT)	20300-57320	\$0.00	\$0.00	\$0.00
6	Lutz Road pavement	40100-57320	\$0.00	\$0.00	\$0.00
7	Fee in lieu of Park Land Ded.	70300-57320	\$18,144	\$0.00	\$18,144
	TOTAL :		\$18,903.85	\$1,523.50	<u>\$20,427.35</u>

Area of Sub. = 12.171 acs. (10 acres platted in 2006, 2.171 remaining)

Watermain Frontage on Hamilton = 0

Pavement Frontage on Heidloff (formerly Greenwood) = 0

Pavement Frontage on Lutz Road = 381.21 ft.

Parkland: 0.72 ac req'd @ \$25,200 per ac.

- 1) Southwest Sanitary Sewer @ \$350/ac +6% SI from Feb. 1980.
- 2) Pump Station and Force Main, Trinity Lutheran to pay Prenzler directly when they connect.
- 3) Watermain @ \$20/ft.
- 4) Hamilton Road pavement: no fee per agreement.
- 5) Greenwood Ave. pavement @ \$75/ft of frontage (less credit of \$15,681.00 per agreement).
- 6) Lutz Rd. pavement @ \$75/ ft of frontage.
- 7) Park Land Ded. fee = \$18,144 for retirement development per agreement.

B: Performance Guarantee:

110% of incomplete public improvement construction costs as of 3/1/06: \$ 69,355.00

10% of all completed public improvement construction costs: \$ 0.00

Total (Amount of the bond): \$ **69,355.00**



Public Works Department

ENGINEERING DIVISION

115 E. Washington St., PO BOX 3157

Bloomington, IL 61702-3157

Phone: 309-434-2225

Fax : 309-434-2201

C: Bond for adjacent substandard street improvement:

Lutz Rd.: No new bond required; no additional frontage on Lutz road. Bond for frontage on Lutz Road shown on this plat was part of original subdivision plat.

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-Lynn Silva, Finance
Engineer: Michael Sewell Shive Hattery
Attorney: William Wetzel



FOR COUNCIL: August 12, 2013

SUBJECT: Petition submitted by Robert Novotny, Joan Novotny, Craig Bowars and Katie Bowars requesting Approval of a Special Use Permit for a medical, health services facility for the property located at 1415 Croxton Ave

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

STRATEGIC PLAN LINK: The project presented here meets Goal 4, Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: The significance of the project, related to Goal 4 is that in growing or developing local businesses the local economy will grow as well. This goal would directly relate to growing local businesses for this chiropractic businesses in that the two floors at their present location hinders their business stability and growth whereas their new location on Croxton is a one story building enabling them to better serve their clients.

BACKGROUND: The petitioners desire to move their business to the Croxton property where the building is a one story former dentist building. The property is zoned R-3B, Multiple-Family Residence District. This district allows primarily residential uses but this particular use is allowed only upon a special use approval. The adjacent land uses should be compatible with the proposed use in that it will be a relatively quiet business with all activity inside except for vehicular traffic.

This case was before the Zoning Board of Appeals for a public hearing and review on July 17, 2013. The petitioner and his attorney spoke in favor of the petition. They explained that there will be no change in the building or parking lot except for possible cosmetic changes and the use of the property will be very consistent with the former dentist office. No one else from the public spoke in favor or against the petition.

Staff has evaluated the project and finds it to be an appropriate use for the site. The capacity of the street is adequate and there should be virtually no change in traffic.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 5-0.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to 59 property owners within 500 feet. In addition, public notice/identification signs were posted on the property.

FINANCIAL IMPACT: This development should not increase or decrease property taxes or sales taxes.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark R. Huber, Director, PACE

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. ZBA Staff Report – July 11, 2013
Attachment 3. ZBA Unapproved Minutes – July 17, 2013
Attachment 4. Map
Attachment 5. Notification Mailing List and Map

Motion: _____ Seconded by: _____

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

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

Respectfully submitted,

Robert Novotny

Joan Novotny

Craig Bowars

Katie Bowars

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
MEDICAL, HEALTH SERVICES FACILITY FOR PROPERTY LOCATED AT: 1415
CROXTON AVENUE**

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 Medical, Health Services Facility for certain premises hereinafter described in Exhibit A; and

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

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

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

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

1. That the Special Use Permit for a medical, health services facility on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 12th day of August, 2013.

APPROVED this ____th day of August, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A

The North 200 feet of even width off the entire North side of Lots 1 and 2 in the Subdivision of the East 10 acres of the West 20 acres of Lot 46 in C. Weed's Subdivision of part of the North ½ of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, EXCEPT therefrom Holiday Condominium to the City of Bloomington, according to the Plat recorded May 5, 1980 as Document No. 80-4595

REPORT

To: Zoning Board of Appeals

From: Staff

Subject: **SP-05-13 Public Hearing and Review on the petition submitted by Robert Novtony, Joan Novotny, Craig Bowars and Katie Bowars requesting approval of a special use permit for a medical, health services facility for the property located at 1415 Croxton Ave. Zoned R-3B, Multiple-Family Residence District.**

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-3A, MF Residence & R-1C SF Residence
South: R-1B, SF Residence District
East: S-2, Public Lands and Institutions District
West: S-2, Public Lands and Institutions District

Adjacent Land Uses

North: Apartments, SF Residence
South: Church
East: Attached SF Residences
West: Park

The Comprehensive Plan calls for the property to be low/medium density residential.

This petitioner is seeking a special use for a medical, health services facility on a property that has been used for a different but similar use, such as a dental office. The petitioner desires to establish a chiropractic office. The use should have no impact on adjacent uses. To the west and south are institutional uses on large lots. The adjacent land uses should be compatible with the proposed use in that it will be a relatively quiet business with all activity inside except for vehicle traffic.

Traffic and parking

The proposed land use will generate very little traffic and no greater volumes than what has been already occurring. The developer is complying with the required amount of parking. Croxton Avenue has a very low volume of traffic now and should be able to handle the traffic generated by the proposed use. No new curb cut to Croxton Avenue is proposed.

Action by the Board of Zoning Appeals.

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

- 1. that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare; the special**

use will not be detrimental to the public health in that it will be compatible with adjacent land uses.

- 2. that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; the use will not be injurious to others in that potential traffic volumes will be accommodated.**
- 3. that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district; the use will not be impede development and improvements.**
- 4. that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided; utilities and drainage will be provided and be in compliance with city code.**
- 5. that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and traffic concerns should not be realized with no new curb cut to Croxton Avenue.**
- 6. that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137) compliance with city codes will be adhered to.**

STAFF RECOMMENDATION:

Staff recommends that the Zoning Board of Appeals pass a motion recommending City Council approval of this petition in Case SP-05-13 to allow a special use for a medical, health services facility for the property located at 601 Lutz Road.

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, JULY 17, 2013, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, IL**

Members present: Mrs. Barbara Meek, Mr. Dick Briggs, Mr. Mike Ireland, Mr. Robert Kearney, Mr. Jim Simeone,
Members absent: Ms. Amelia Buragas, Mr. Bill Zimmerman
Also Present: Mr. Mark Huber, Director of PACE
Mr. Tony Meizelis Engineering Department
Mr. Bill Givens, Engineering Department
Mr. Mark Woolard, City Planner

Mr. Woolard called the meeting to order at 3:08 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from May 15, 2013. The Board had no corrections and the minutes were accepted as printed.

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

SP-05-13 Public Hearing and Review on the petition submitted by Robert Novotny, Joan Novotny, Craig Bowars and Katie Bowars requesting approval of a special use permit for a medical, health services facility for the property located at 1415 Croxton Ave. Zoned R-3B, Multiple-Family Residence District.

Chairman Ireland introduced the petition. Chairman Ireland asked for anyone who would like to speak in favor of the petition to come forward. Todd Bugg, with Dunn Law Firm at 1001 N Main Street, was sworn in and stated the request is to allow a special use because although the change is similar it is not a dentist office. There will be no change in the facility and the new use they are asking for will be a chiropractor office. It will be very consistent with what has been there to begin with and any changes will be cosmetic.

Dr. Craig Bowars of 21 Cygnet was sworn in stated and said they also do chiropractic care, massage therapy and acupuncture. They are on East Grove but it is up and down and is not good for elderly patient and they have been looking for a place with one floor.

Mr. Woolard stated the change was enough to require the special use but they are not adding to the building or parking and staff does see any negative impacts with the request. The use should be compatible with what is around the site.

Mr. Huber explained there were many reviews with a text amendment and a rezoning when the existing use was established many years ago.

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

The vote on the special use was approved with five (5) voting in favor and zero (0) against.



R3A

19

R1C

20

Ryan Dr

Crofton Ave

R3B

S-2

1415

1417

1417

1417

1417

1417

R2

R1B

Notification Mailing List

4 BRECKENRIDGE DR
IL 617012025

1805 E CLOUD
IL 61701

4 WACH DR
IL 61701

3703 BAYWOOD RD
IL 617042805

9 RYAN DR
IL 61701

805 VALE ST
IL 617015769

IL 617041521

906 S VALE
IL 61701

7 RYAN DR
IL 617017008

17 RYAN DR
IL 61701

15 RYAN DR
IL 61701

9 WACH DR
IL 61701

19379 Lakewood Dr
IL 617055343

10 Ryan Dr
IL 617017062

102 S PRAIRIE STREET
IL 61701

1803 CLOUD ST
IL 617017042

14 RYAN DR
IL 617017062

811 S VALE
IL 61701

1003 BRIGHTON AVE
IL 617557526

20 RYAN DR
IL 617017062

903 S VALE
IL 61701

1902 OWENS DR
IL 617017135

11 RYAN
IL 61701

1902 CROXTON AVE
IL 617015702

908 VALE ST
IL 617017047

915 S VALE
IL 61701

109 E OLIVE
IL 61701

18 RYAN DR
IL 617017062

16 RYAN DR
IL 617017062

3865 RAMIREZ RDG
CA 902656318

Notification Mailing List

811 S VALE
IL 61701

901 S VALE ST
IL 61701

6 Wach Dr
IL 617017009

5 RYAN DR
IL 617017008

5 WACH DR
IL 61701

6 RYAN DR
IL 617017062

913 S VALE ST
IL 61701

3 WACH DR
IL 61704

1415 MAIN ST #73
FL 346986200

710 MCGREGOR ST
IL 617017006

IL 617015808

1808 Croxton Ave
IL 617017013

8 RYAN DRIVE
IL 61701

1415 CROXTON AVE
IL 617017057

12 Ryan Dr
IL 617017062

811 S VALE
IL 61704

1901 CROXTON AVE
IL 617015701

905 VALE ST
IL 617017039

1628 W COLONIAL PKWY
IL 600671226

909 Vale St
IL 617017039

520 S MCGREGOR
IL 61701

917 VALE ST
IL 617017039

4 Breckenridge Dr
IL 617012025

811 S VALE
IL 61701

911 VALE ST
IL 617017039

907 VALE ST
IL 617017039

1901 GOLDEN DR
IL 617015735

1806 CROXTON AVE
IL 617017013

612 E FRONT
IL 61701

Notification Mailing List

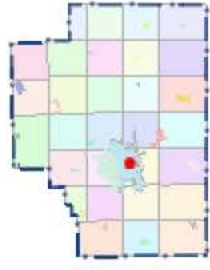
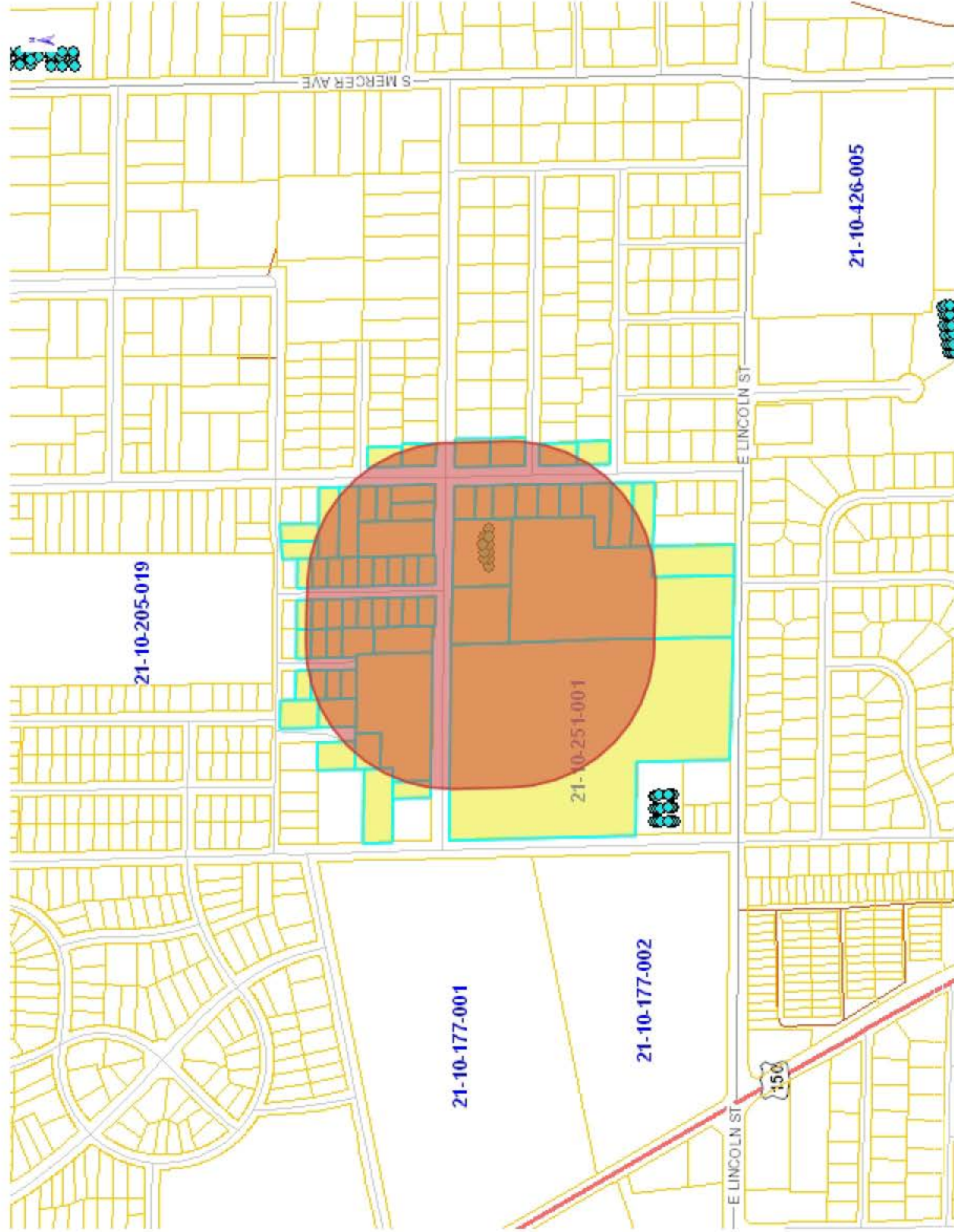
612 E FRONT ST
IL 617015314

1601 CLOUD ST
IL 617017041

1822 E LINCOLN
IL 61701



Property Owners Notified for Special Use for 1415 Croxton



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

Notes

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Printed: 6/26/2013 8:54:00 PM



FOR COUNCIL: August 12, 2013

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

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

STRATEGIC PLAN LINK: The project presented here meets Goal 4, Grow the Local Economy.

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

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

This case was before the Zoning Board of Appeals for a public hearing and review on May 15, and then on July 17, 2013 after being remanded back to them for consideration of the revised site plan which reflected a small playground and four less dwelling units. The petitioner, his attorney and engineer spoke in favor of the petition. They believed there is still ample acreage for commercial development within a mile of the site and this is an appropriate use given the surrounding uses. One other person from the public spoke generally in favor of the request stating the residential demarcation line will be farther south. Five people spoke at each meeting in opposition to the petition. Several emails and a petition were also submitted opposing the petition. The objections pertained to poor public notification, traffic, safety for many children, high density, insufficient parking, denial of the Pamela apartments, decreasing property values, businesses preferred, changing school enrollments, business security, and a lack of green space and parks.

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

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 3-2.

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

FINANCIAL IMPACT: This development will not only generate additional property taxes but will also produce sales taxes. The demand on public services will also increase through public safety calls.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark R. Huber, Director, PACE

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

- Attachments:**
- Attachment 1. Petition, Ordinance, Legal Description
 - Attachment 2. ZBA Staff Report – May 9, 2013
 - Attachment 2. ZBA Minutes – May 15, 2013
 - Attachment 3. G&D Investments – July 8, 2013
 - Attachment 4. ZBA Staff Report – July 11, 2013
 - Attachment 5. Maps
 - Attachment 6. Notification Mailing List and Map
 - Attachment 7. Email from Mark Huber – June 17, 2013
 - Attachment 8. Citizen Complaints and Concerns

Motion: _____ Seconded by: _____

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

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

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

Respectfully submitted,

Mike Hundman
HL Bloomington, LLC

Kenneth Verkler
Hundman Management, LLC

ORDINANCE NO. 2013 - _____

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

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

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

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

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

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

1. That the Special Use Permit for Multiple Family Dwellings on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 10th day of June, 2013.

APPROVED this _____th day of June, 2013.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Legal Description:

Parcel 15-31-454-011

A part of the W ½ of the SE ¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 154 in Airport Park Subdivision 2nd Addition; thence N.89 °-39'-34"E. 200.00 feet to the southeast corner of said Lot 154; thence S.00°-20'-26"E. 150.00 feet on the southerly extension of the east line of Airport Park Subdivision 2nd Addition; thence S.89°-36'-34"W. 200.00 feet to the east right of way line of Ekstam Drive in McGraw Park Subdivision; thence N.00°-20'-26"W. 150.00 feet to the Point of Beginning, containing 30,000.00 square feet/0.69 acres, more or less, with assumed bearings given for description purposes only.

Parcel 15-31-454-012

A part of the W ½ of the SE ¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Commencing on the South line of the Southeast ¼ of said Section 31, 1483.93 feet West of the Southeast corner of the Southeast ¼ of said Section 31; thence North 00°-20'-26" West 46.66 feet to the North right of way line of F.A.P. Route 693 (Illinois Route 9); thence North 00°-20'-26" West 921.09 feet to the Point of Beginning at the Northeast corner of Lot 147 in Airport Park Subdivision 3rd Addition; thence South 89°-39'-34" West 200.00 feet to the Northwest corner of said Lot 147 on the East right of way line of Ekstam Drive as dedicated in McGraw Park Subdivision; thence North 00°-20'-26" West 750.00 feet on said right of way line of Ekstam Drive to the Southwest corner of Lot 154 in Airport Park Subdivision 2nd Addition; thence North 89°-39'-34" East 200.00 feet to the Southeast corner of said Lot 154; thence South 00°-20'-26" East 750.00 feet to the Point of Beginning, situated in the County of McLean, in the State of Illinois.

REPORT

To: Zoning Board of Appeals

From: Staff

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

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-3B, Multi Family District

South: B-1, Highway Business District

East: County Zoning

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

Adjacent Land Uses

North: Multi Family, Townhomes

South: Victory Academy

East: Vacant

West: Multi Family, Townhomes

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

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

Traffic and parking

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

Action by the Board of Zoning Appeals.

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

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

STAFF RECOMMENDATION:

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

Respectfully submitted,

Mark Woolard
City Planner

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

Members present: Mrs. Barbara Meek, Mr. Dick Briggs, Amelia Buragas (arrived at 3:41)
Mr. Mike Ireland, Mr. Robert Kearney, Mr. Jim Simeone, Mr. Bill
Zimmerman

Members absent: None

Also Present: Mr. Mark Huber, Director of PACE
Mr. Kevin Kothe, City Engineer
Mr. Mark Woolard, City Planner

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

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

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

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

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

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

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

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

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

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

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

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

constant traffic and you cannot get away from it. There will be 92 apartments on top of the 132 apartments that they just got. She asked why they can't wait to see what the traffic from the 132 apartments will do before they build. They want it approved and will worry about it later. Cornelius is nowhere close to going through. No one will walk on a hay path and they will want to ride bikes so it needs to be a real path.

Mr. Kearney left at 5.28.

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

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

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

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

Mr. Huber stated staff has recommended approval. The area has developed differently from what the original developer had planned and moves from commercial to residential to the north. The business portion came to a halt but there has been a resurgence in the multi-family. The B-

1 zone here may be a little misleading and does not have a major highway. The B-1 zone may not be the best for this location and apartments are reasonable for this location. This development will pay into a fund to be used for park development. Cornelius will not be extended to Towanda Barnes but will be extended to Empire Road once the developer has the funds for the extension. Ekstam should not be blocked but at times they may need to get trucks or cranes in for construction. The mailboxes are dictated by the US Postal Service. He understands the concerns about traffic and kids playing but is not sure that he can agree with them. Removing parking on Ekstam may help. He made a distinction with construction traffic from the normal apartment traffic.

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

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

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

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

The vote on the special use was approved with five (5) voting in favor and one (1) against with the following votes being cast on roll call: Mr. Simeone--no; Mr. Kearney--absent; Ms. Amelia Buragas--yes; Mr. Zimmerman--yes; Mr. Briggs--yes; Mrs. Meek--yes; Mr. Ireland--yes.

The vote on the variance was approved with five (5) voting in favor and one (1) against with the following votes being cast on roll call: Mr. Simeone--no; Mr. Kearney--absent; Ms. Amelia Buragas--yes; Mr. Zimmerman--yes; Mr. Briggs--yes; Mrs. Meek--yes; Mr. Ireland--yes.

G & D INVESTMENTS

A CALIFORNIA GENERAL PARTNERSHIP
1400 WEST LAMBERT ROAD
SUITE E
BREA, CALIFORNIA 92821

Tel: (562) 691-2243

(526) 690-2051 Fax

July 8, 2013

City of Bloomington
Zoning Board of Appeals
PO Box 3157
Bloomington, Illinois 61702

Attn: Mark Woolard, Secretary
Subject: Zoning Board of Appeals hearing on 7/17/13
Property: 1021, 1025, 1031, 1037, 1041 Ekstam Drive


Dear Mr. Woolard:

We are in receipt of your Zoning Board of Appeals notice concerning the referenced property. We own the apartments at 1101 and 1103 Ekstam Drive. We are unable to attend the meeting on July 17, 2013 but wanted to voice our concerns about the project.

Over the past 12 months we have been working with your city forester Steve Connor and Troy Olson in your engineering department to develop a street beautification program. Our program will be funded only with property owner support. It involves the planting of over 24 street trees within the city street easements. And it involves all property owners on both the east and west sides of Ekstam Drive between Cornelius Drive to Pamela Drive.

We do not have any issues with the petitioner's proposed special zoning use application. But as a condition of approval, we do request that the petition be required to plant trees along the full street frontage in a pattern and spacing that closely resembles the work in our program. To assist you in understanding that program, we have attached a copy of our ***Proposed Tree Planting Plan***.

Thank you for your interest in our beautification program. If you have any question please let me know.

Very truly yours,
G&D INVESTMENTS

Gregory S. Reimer
General Partner
gsreimer@adelphia.net



PROJECT:	EKSTAM TREE PLANTING
JOB NO.:	L-1
DRG. NO.:	GSR
DRG. BY:	GSR
CHK'D BY:	GSR

Rosa/Reint & Associates
 Architecture, Engineering and Project Management
 1400 West Lombert Road, Suite C, Broa, Co 92021
 (952) 691-2243

ALL TREE, SHRUB AND PLANT SPECIFICATIONS TO BE SHOWN ON THIS PLAN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS PLANTING SPECIFICATIONS AND THE ILLINOIS PLANTING SPECIFICATIONS FOR THE PLANTING OF TREES AND SHRUBS IN THE STATE OF ILLINOIS.

NO. DATE BY
 REVISIONS
 0 ORIGINAL GSR
 1 COMMENTS FROM CITY GSR
 2 UPDATED FROM PAMELA GSR

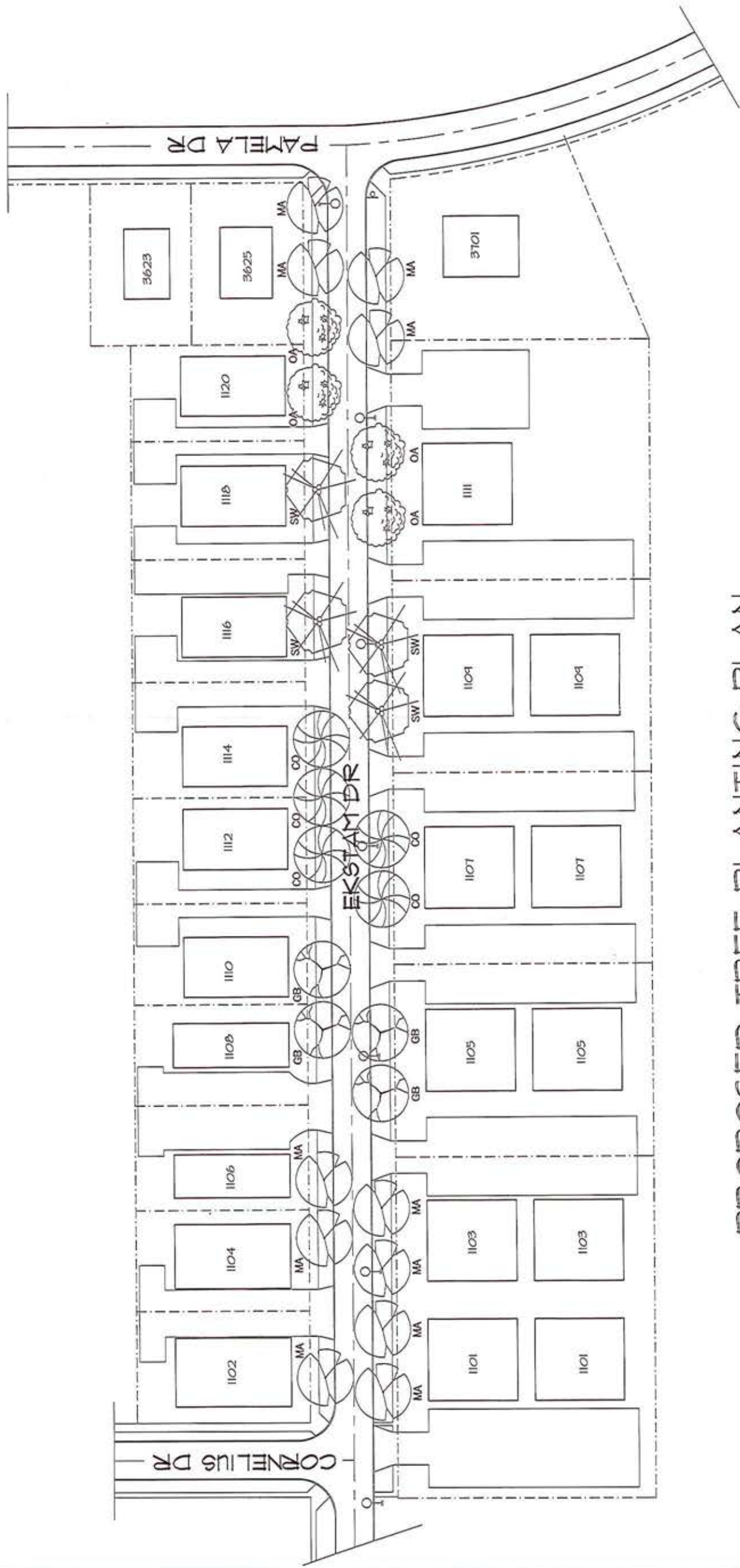
101-122 EKSTAM DRIVE
 BLOOMINGTON, ILLINOIS
 SITE PLAN

NO.	DATE	BY	REVISIONS
0		GSR	ORIGINAL
1		GSR	COMMENTS FROM CITY
2		GSR	UPDATED FROM PAMELA

DRG. NO.
 LI

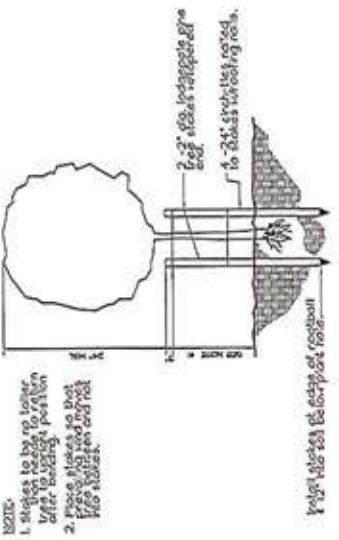
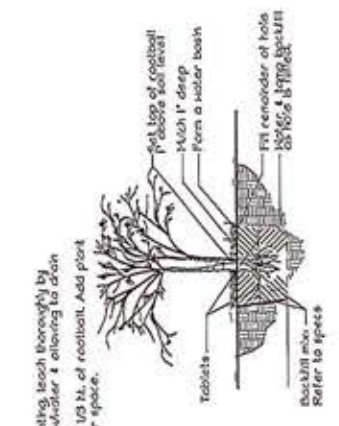
PROPOSED TREE PLANTING PLAN

SCALE: 1"=40'



TREE LIST					
NAME	BOTANICAL NAME	COMMON NAME	QUANT	SIZE	REMARKS
CO	TREES				
CO	Gymnocladia dioica	Kentucky Coffeetree	5	1-1/2' cal	B45
SW	Liquidambar styraciflua 'Zaboukii'	Chinese Sweetgum	5	1-1/2' cal	B45
OA	Quercus nigra	Northern Red Oak	4	1-1/2' cal	B45
MA	Acer rubrum 'Frank J. Fry 16769'	Redpoint Maple	12	1-1/2' cal	B45
GB	G-ego 1000 'Rubrum Gold'	Admiral Gold Ginkgo	4	1-1/2' cal	B45

- LEGEND
- STREET LIGHT
 - ⊥ STOP SIGN
 - ⊕ FIRE HYDRANT



○ PLANTING HOLE DETAIL

○ TREE STAKING DETAIL

REPORT

To: Zoning Board of Appeals

From: Staff

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

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-3B, Multi Family District

South: B-1, Highway Business District

East: County Zoning

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

Adjacent Land Uses

North: Multi Family, Townhomes

South: Victory Academy

East: Vacant

West: Multi Family, Townhomes

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

This petition was before you in May and was remanded back to you from the City Council for additional public input and/or review.

The applicant is seeking a special use for apartments on vacant land adjacent to Ekstam Drive. The apartments will be across the street from new apartments that were approved last year by means of a special use. Thus there are apartments near the site already and some businesses as well. Thus the proposed land use should be compatible with what is adjacent. Development to the east is unlikely because of the airport runway approach. A request for a variance for the floor area ratio was approved in May. A playground has been added to the site plan.

Traffic and parking

The developer is complying with the required amount of parking. No parking has been posted on Ekstam to reduce congestion. Access will be off Ekstam Drive. There will be 92 new apartments and this will generate about 730 to 920 average daily traffic trips. Ekstam Drive is designed to handle 6,000 trips per lane per day or 12,000 trips total. The projected amount of trips per day along Ekstam will be in the 3,000 to 4,000 range which is well below what the road is designed to handle. There has been discussion about whether Ekstam can handle the increase in traffic and staff believes it will. Sidewalks will also be provided along Ekstam to protect the pedestrians from the vehicle traffic.

Action by the Board of Zoning Appeals.

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

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

STAFF RECOMMENDATION:

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

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, JULY 17, 2013, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 E. OLIVE ST., BLOOMINGTON, IL**

Members present: Mrs. Barbara Meek, Mr. Dick Briggs, Mr. Mike Ireland, Mr. Robert Kearney, Mr. Jim Simeone,
Members absent: Ms. Amelia Buragas, Mr. Bill Zimmerman
Also Present: Mr. Mark Huber, Director of PACE
Mr. Tony Meizelis Engineering Department
Mr. Bill Givens, Engineering Department
Mr. Mark Woolard, City Planner

Mr. Woolard called the meeting to order at 3:08 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from May 15, 2013. The Board had no corrections and the minutes were accepted as printed.

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

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

Chairman Ireland introduced the special use petition and explained the petition was remanded back to the Board by the City Council. Mr. Huber stated the Board heard the case two months ago along with a variance that was granted. On June 10, the City Council reviewed the case with changes of four less units from 92 to 88 units and a small play area at the rear of one of the buildings. The Council thought that was enough to have it reheard by the Board. They also committed staff to review possible removal of parking on Ekstam Drive and that review determined the removal to not be warranted. A traffic stripe will be added but there will be no additional traffic controls to be added.

Chairman Ireland asked for anyone who would like to speak in favor of the petition to come forward. Todd Bugg, with Dunn Law Firm at 1001 N Main Street, was sworn in and stated the only change his clients made was to take out a portion of a building and to add the play area. They wanted a designated area for children to play and he believes it enhances the project and nothing else has changed from when it was recommended for approval. He asked for the Board to recommend approval again.

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

Chairman Ireland asked for anyone who would like to speak in opposition to the petition. Glen Hill of 1211 Norma Drive was sworn in and stated he was here last year regarding the petition for apartments on Pamela and that was denied and he is against the existing complex getting any bigger and the streets do not handle the traffic now. He said they should stop the size of these complexes and separate them apart and it is bad planning. He said smaller apartment developments would be better scattered around than just keep stacking them in one area. He asked how many units are there now and said maybe a thousand and all using the same parking lots, sidewalks and playgrounds. When you get these huge apartment complexes in 20 to 30 years they are not a very nice place and they age much faster but the small apartment buildings look very nice. It is not good for the face of Bloomington.

Ralph Driver of 11 Zavitz Ct. was sworn in and stated there are 564 existing apartments and this will add 88 more units. He said this project was shot down on Pamela Drive and traffic flow on Ekstam right now is 1,880 and he does not understand how there is even a thought to put apartments here when it was shot down there.

Peggy DeHaven of 7 Zavitz Ct. was sworn in and stated the traffic continues to be a problem in that they have only eliminated the parking on Ekstam's west side, the police are not ticketing and they continue to park there. She said the zoning sign was blocked by weeds and a big mound of dirt and then it was removed before the hearing. She said they have a petition by many who are opposing the special use protesting it because of the traffic, school concerns, not enough reasonable exits and there is only one there, they have no intentions of finishing Cornelius and if there is an accident blocking Ekstam we cannot get out. They are also creating more problems by adding six exits for people to exit or enter Ekstam on the busiest time of the day. She also had letters from local home owners who are requesting the denial as well. She said although they say the roads can handle the traffic it was not designed to handle that kind of apartment traffic and it should stay for business. She stated the apartment people are walking in our subdivision and interfering with our yards and very frequently playing on our equipment and in our driveways because there is not enough equipment for them to play on at the apartments. The small addition proposed to the back of the one building does not allow the 200 plus kids in the current complex a place to play.

Roxann Marling of 3409 Prescher Pt. was sworn in and stated they are a small subdivision of a 105 houses and she feels like we do not have a voice. She provided a document from Unit 5 Schools explaining the additional apartments are creating a hardship for the schools and how Dayna Brown had told her no one school can handle that type of development. She said the parking signs are snow route signs and the police will not issue tickets. Thus there still are concerns regarding the parking issue, additional cars being put on the streets, children's safety, school bus stops with kids playing in the streets. They have been asking for Cornelius for ten plus years. She said there will be 564 apartments times four for a family and how many people are you putting on top of us. The vision the city had for the area in the beginning is not what this area has become and she does not understand why special use permits are given out so easy like candy. The difference between the business uses and apartments is that the apartments

have people who dwell there unlike businesses where the people leave and it does not have constant use.

Bruce Meeks of 1402 Wright Street was sworn in and showed video of a pile of dirt and weeds screening the public hearing sign. It also showed the no parking snow route sign, the existing apartments and parking lot, Cornelius, the nearby residences, and Ekstam. He said you can only see the sign if you are directly in front of it and the legal notice was not effective. This means you are not getting a true picture of the neighborhood outrage. The sign issue should be looked at and the development should be preserving the quality of life and make it better. He does not recommend approval. The traffic also is a problem as it will increase and the streets do not have to accommodate the ever increasing traffic. This decreases the air quality and property values. He asked that as a condition of approval Ekstam be reduced to 25 mph. There is a change recommended in the packet regarding trees. There was a last minute ditch effort to rescue this from the City Council. He said without an east west road here he is asking what is the police and fire response time, what is the crime rate and student population, how long do bus stops take, how many special use permits have been issued of this type, what happened to the north-south road, why is Cornelius not completed, and what are the traffic counts.

Mr. Huber stated the snow route signs will be changed out such that the police can enforce the no parking. The average family size is 2.34 per household. He said uses can be compatible in a particular district and explained how apartments were permitted by right but then the apartments were being built in areas within business districts and then the code was changed to allow them with special uses. Special uses are distinct petitions and very different from rezonings. The business zone is not the best zone for that area. There was discussion on the zoning, the B-1 standards such as floor area ratio and the need for comprehensive planning for the area. Mr. Kearney emphasized how the area is a mess and this is such a contentious issue with a variety of uses next to each other, traffic concerns, half-built roads, and a lack of playgrounds. The burden should be on the city to develop a plan. Mr. Huber said the schools do not get involved except in long range planning.

Neil Finlen, with Farnsworth Group at 2709 McGraw Drive was sworn in and stated that what governs the density is not the code or units per acre but the parking because two spaces are required per dwelling unit. They are at about 25 dwelling units per acre. He said this is proper planning because it goes from high volume commercial along Route 9 stepped down to multi-family and then to single-family. He thinks there is too much B-1 zoning but the special use allows for more control than what could occur with a rezoning. He said Unit 5 did see this plan. The traffic will be at 25-33 percent for the capacity of Ekstam. They are taking measures to alleviate problems from construction parking. He said they have listened to the concerns and have removed four units for the playground.

Mr. Kearney prefaced his vote by stating now you know why we start our meetings at 3:00 because if we started at 7:00 we would often go to 10:00 or 11:00 at night and we are a citizen volunteer, uncompensated board. Each gives about one week a year worth of work time to the city on a pro-bono basis. Regarding the traffic side streets should not be 30 mph but 20-25 mph. and with the traffic flow it depends on how you see your streets. The city does not see

them as side streets even though if you live in a single-family home, you may not see it that way. The presentation by Farnsworth was excellent but it was the first time he heard the articulation of the step down approach and wishes he heard it earlier because it makes a little sense but the whole place seems a mess and a no vote puts pressure on the appropriate parties to make it less of a mess. He has voted against recent proposals that are similar and because of the findings of fact where he does not see sufficient support for many of the findings of fact as they relate to general welfare, use and enjoyment of other properties and does not see support for several of those so his vote is no.

Mr. Briggs prefaced his vote by stating he thinks the petitioner did listen to the neighbors and they could have gone and got the R-3A zoning and could have had up to 29 with no input from the neighborhood and no concern at all. He said he is a firm believer in the special use permit because it does give the public a hearing. Based on the information that they feel it is about 25 units per acre where the R-3B is, it is pretty consistent, they minimized the impact, and with the R-3A there would be no hearing at all, and they have added in the park. The whole design was bad but it could have been R-3A and we would not be here. Weighing all those facts it is the minimal impact without the rezoning and we cannot handle the Cornelius situation and his vote is yes.

The vote on the special use was approved with three (3) voting in favor and two (2) against with the following votes being cast on roll call:

Mr. Simeone--no; Mr. Kearney--no; Mr. Zimmerman--absent; Ms. Amelia Buragas--absent; Mr. Briggs--yes; Mrs. Meek--yes; Mr. Ireland--yes.

Zoning Map. Special Use Petition SP-03-13





Site of Special Land USE

Brennan Ln

Longwood Ln

Raspberry Rd

Smokey Ct

Crimson Ln

Hackberry Rd

Viney Ln

Inglewood Ln

Strawberry Rd

General Electric Rd

Shoal Creek Ct

Golden Eagle Rd

Tearose Ln

Windham Hill Rd

Wine Way

Creek Side Rd

Monterey Rd

R-1C Single-Family Residence

Long Cove Ct

Broad Creek Rd

Norma Dr

Woodbine Rd

Leslie Dr

Airport Rd

Auburn Rd

Gina Dr

Helen Dr

Old Jamestown Rd

Moss Creek Rd

Conway Cir

Paige Pl

Janet Dr

R-2 Mixed Residence

B-1

Pamela Dr

Kirkwood Rd

S-2 Public Lands and Institutions Zoning

C-2 Neighborhood Shopping

Zavitz Ct

R-2

Wanda Way

Rader Run

Ekstam Dr

C-1

Site of Special Land USE

Cornelius Dr

B-2 Genreal Business Servcie

Text

R-2B Multi-Family

Oriole Way

Harrier Way

Gerig Dr

B-1

B-1

B-1 Highway Business Zoning

Cira Dr Trinity Ln

Empire St

Cira Dr

PETITION FOR SPECIAL USE FOR MULTI-FAMILY DWELLINGS



SUBJECT SITE

Notification Mailing List

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

% APT MART INC WINGOVER APTS
912 LINDEN
IL 61701

LF & PA HUNDMAN GRANDCHILDREN TRUST
802 S ELDORADO RD
IL 617046090

% CORE 3 PROPERTY MGMT EKSTAM DRIVE
LLC
1716 R T DUNN DR STE 4
IL 617018730

PRAIRIE NATIONAL LLC
3220 GERIG DR
IL 61704

DOUGLAS GERIG
209 S PROSPECT RD STE 3B
IL 617044697

% STARK MANAGEMENT CIP, LLC
1805 W WASHINGTON ST
IL 617013703

VICTORY ACADEMY INC
1015 EKSTAM DR
IL 617046368

AMMARF LLC
407 S MAIN
IL 61761

% STARK MANAGEMENT CIP, LLC
1805 W WASHINGTON ST
IL 617013703

MIKE MAVEC
3810 BALDOCCHI
IL 61704

% RFH PARTNERSHIP WINGOVER SIX LLC
303 WILLIAMSBURG
IL 61704

BLARNEY STONE V LLC
PO BOX 1900
IL 617021900

WINGOVER EAST LLC
912 N LINDEN
IL 61701

% APT MART INC WINGOVER APTS
912 LINDEN
IL 61701

JANE LOPICCALO
PO BOX 6372
IL 617026372

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

MICHAEL P OLSON
1101 RADER RUN
IL 617046355

SHAWN OKELLEY
1101 WANDA WAY
IL 61704

HL BLOOMINGTON LLC
1716 R T DUNN DR STE 4
IL 617018730

BENJAMIN REDMOND
1119 RADER RUN
IL 617046355

SRIM LLC
104 WEXFORD CT
IL 617612289

SAMUEL WILLIAM BRIDGER
1103 RADER RUN
IL 61704

KYLE & TELISA SIMPSEN
1104 Rader Run
IL 617046338

SATISH GURRALA
1117 RADER RUN
IL 61704

SRIM LLC
104 WEXFORD CT
IL 617612289

ANH NGUYEN
1127 RADER RUN
IL 617046355

SATISH S IYER
1123 RADER RUN
IL 617046355

Notification Mailing List

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

WILLIAM C & DAWN E SHELTON
1125 RADER RUN
IL 617046355

KATHRYN RHODES
1111 RADER RUN
IL 61704

CHRISTINE FRANKLIN
1109 RADER RUN
IL 61704

STEPHEN THOMAS
1105 RADER RUN
IL 617046355

LOUISE JOHNSON
1113 RADER RUN
IL 617046355

SRIM LLC
104 WEXFORD CT
IL 617612289

JERMAINE & SUSAN ALLENSWORTH
1111 WANDA WAY
IL 617046364

KRISTI BINGHAM
1117 WANDA WAY
IL 61704

ANBALAGAN & KALAISELVI RANGASAMY MANI
1105 WANDA WAY
IL 617046364

MICHELLE JULIAN
1103 WANDA WAY
IL 617046364

JAIME KIRBY
1120 RADER RUN
IL 617046338

TAFTON & AMY RICH
1106 WANDA WAY
IL 61704

MICHAEL G THORTSEN
1114 RADER RUN
IL 61704

GEORGE & THERESA DONATE
1106 RADER RUN
IL 617046338

STEPHEN W & MELISSA LAURITSON
1116 RADER RUN
IL 61704

KELLY TALTY
1118 RADER RUN
IL 617046338

RAMA TRIPATHY
1110 Rader Run
IL 617046338

JODI BLOOMINGTON MF, LLC
1707 E Hamilton Rd
IL 617049607

VENKATA S KOPPULA
1109 WANDA WAY
IL 617046364

MATTHEW CORBIN
1104 WANDA WAY
IL 61704

OSCAR WITHERSPOON
1112 RADER RUN
IL 617046338

ROBERT G & KELLEY D MURPHY
1115 RADER RUN
IL 61704

LELA V STENGER
1121 RADER RUN
IL 617046355

DOUG & SARAH WEST
1107 RADER RUN
IL 617046355

EMILY M SHOOPMAN
1113 WANDA WAY
IL 617046364

JOSEPH & BEVERLY ADAIR
1115 Wanda Way
IL 617046364

GREGORY BLAND
1108 RADER RUN
IL 61704

JOHN WILLIAMS
1122 RADER RUN
IL 617046338

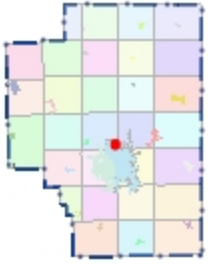
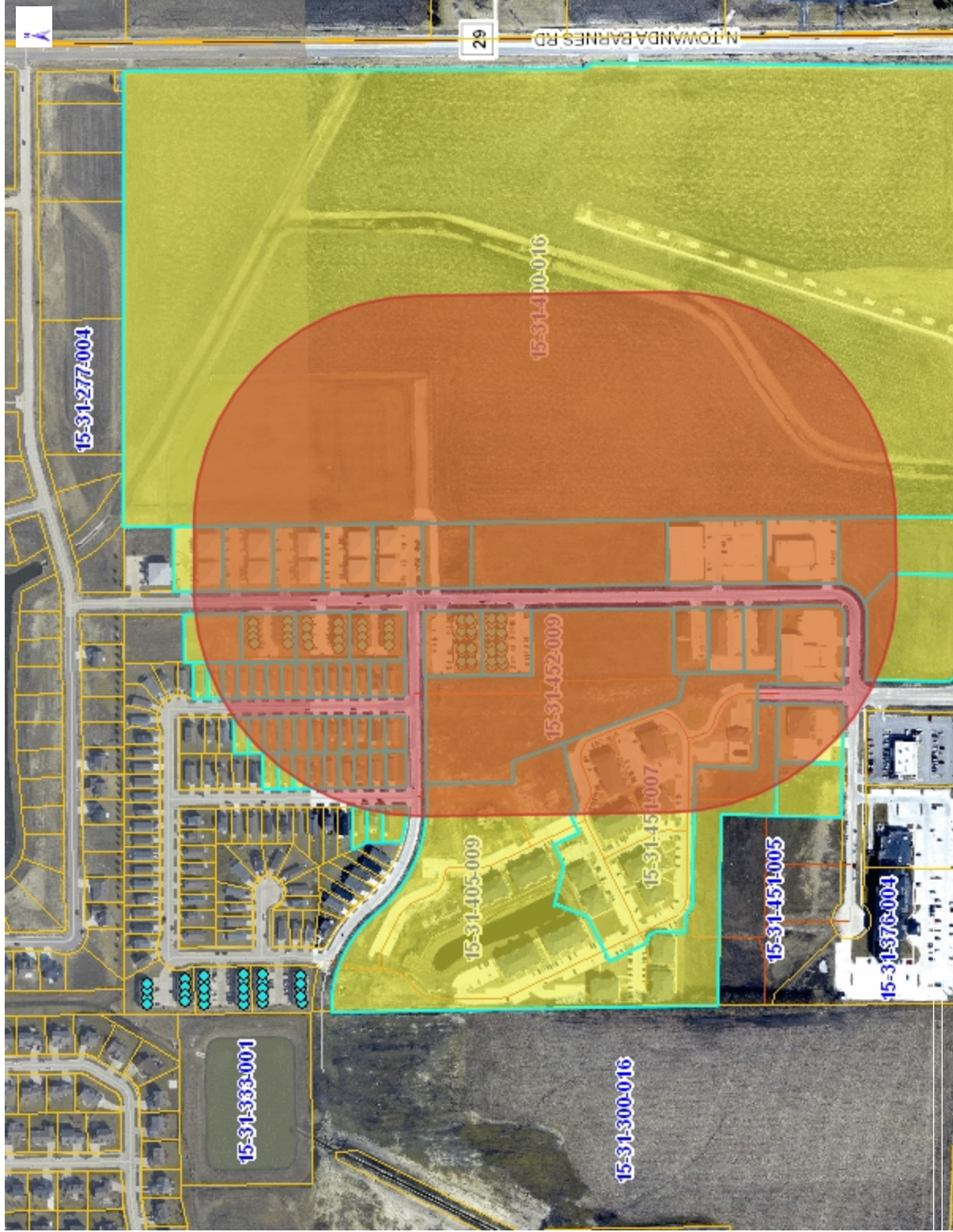
Notification Mailing List

ADAM & JAMIE MULLINS
1107 WANDA WAY
IL 617046364

APARNA RUSTAGI
1102 Wanda Way
IL 617046364



Properties Notified of Special Use Petition



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

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Printed: 6/26/2013 10:48:20 AM

Notes

From: Mark Huber/Cityblm
To: Mark Woolard/Cityblm@Cityblm

Date: Monday, June 17, 2013 10:25AM
Subject: Ekstam Drive

Mark,

STAC met on the Ekstam drive concerns as promised by David in the last council memo. They have determined:

- They can not recommend removal of any further parking from Ekstam. The road is more than wide enough for two lanes of traffic and a parking lane.
- They will consider marking a center stripe to help define the drive lanes.
- There is no justification (warrants) for an all-way stop at Ekstam and Cornelius.

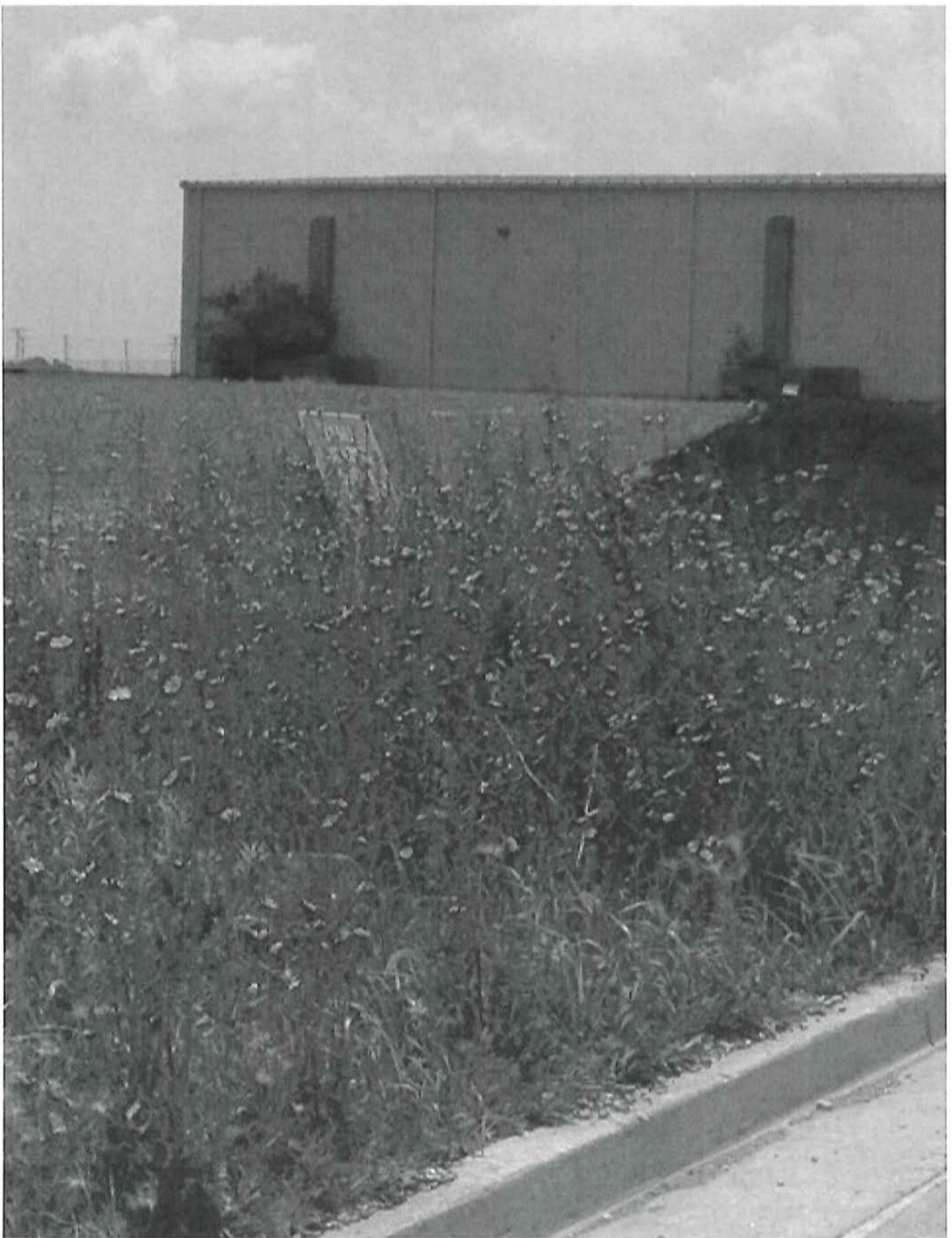
Mark R. Huber, Director
Planning and Code Enforcement

P. O. Box 3157, 115 E. Washington Street, Bloomington, IL 61702-3157
(309) 434-2226 mhuber@cityblm.org



A woman with dark hair, wearing a bright green t-shirt, dark blue capri pants, and light blue sneakers, stands on a concrete sidewalk. She is holding a red rectangular sign with white text that reads "NO!! MORE APARTMENTS". The sign has three horizontal white lines under the first exclamation mark. The background consists of a large field of tall grass and weeds, with a clear blue sky and some distant buildings and utility poles visible on the horizon.

NO!! MORE
APARTMENTS





From: Roxann <friskyfriday@yahoo.com>
To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>
Date: Wednesday, May 15, 2013 01:24PM
Subject: Apts on Ekstam

Mr. Woolard

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

Have a great day!
Roxie

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

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

Roxie,

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

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

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

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

If I missed anything, please let me know.

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

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

Mr Mwilambwe

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

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

Have a great day!
Roxie

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

Thanks for letting us know.

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

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

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

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

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

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

<[Image.1368592076240.jpg](#)>
Have a great day!
Roxie

5-15-2013

To the zoning Board of Appeals:

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

Thank

Oscar Witherspoon

To Whom It May Concern:

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

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

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

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

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

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

To simply put it we have had enough! There are just too many people in this small area and our subdivision has been lost and forgotten in the mix of all the condos, apartments and townhomes. This is not what our subdivision was suppose to be and although you cannot change this nor can we, we can eliminate more people being crammed into an area that is not zoned nor large enough for the units that are being proposed. Before you make a request that this zoning be changed to accommodate these apartments we ask that you consider how you would feel if you were living in our homes with all the current people surrounding you. Our neighborhood is a walking track for the apartments; we used to know the people walking through our neighborhood but not anymore. Many of us bought these homes planning to retire and if you look at the records there are many of us that have lived here since 2001-2002 when the subdivision broke ground. We watched our home values decrease (ours went from 165,000 - 155,000) as more and more apartments went up when we were told our subdivision would continue out to Empire with Businesses on the front of Empire. We were told that we would have a walking trail and access through Cornelius to McGraw Park. My children were 2 and 8 when we purchased our first home and now they are 12 and 19 and still we have no road through Cornelius or walking trail. It's obvious that the vision when we purchased our homes changed drastically along the way. It's time we say ENOUGH!!! WE DON'T WANT ANYMORE APARTMENTS!!! Please help us stop the zoning change!

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

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

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

Tuesday, May 14, 2013 10:03 PM

Letter

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

To: travelwithpeg@yahoo.com

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

Linda Utley

3420 Prescher Pt

Bloomington, IL 61704

llyutley@gmail.com

63 signatures
47 homes

PETITION

Date: 5/5/13

Address of Rezoning Request: East side of Ekstam

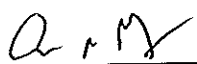
To: Bloomington City Council

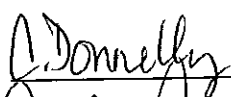
We, the undersigned owners of property affected by the requested zoning change, do hereby protest against any change of the Land Development Code, which would zone the property to any classification other than **B1 BUSINESS**.

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

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature	Printed	Address	Contact #
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	Aaron M. Donnelly	1110 Lockenwitz Ln #2	309-530-2041
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	Cindy Donnelly	1110 Lockenwitz Ln #2	309-530-2040
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	Emily Lou Miller	1112 Lockenwitz #2	217-413-1887
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PETITION

Date: 5/5/13

Address of Rezoning Request: East side of Ekstam

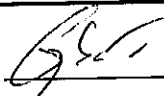
To: Bloomington City Council

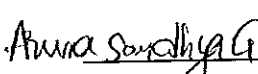
We, the undersigned owners of property affected by the requested zoning change, do hereby protest against any change of the Land Development Code, which would zone the property to any classification other than **B1 BUSINESS**.


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

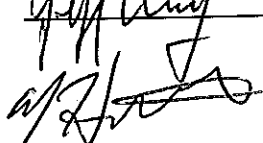
(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature	Printed	Address	Contact #
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	SRI NIVAS GARAPATI	1110 LOCKENUTZ LN 4,	309-533-3475
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	ARUNA SANDHYA G	"	"
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	Janet Curry	3408 Prescher Pt.	304-6623752
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	A.J. Hinthorn	9 Lavitz Ct	309-319-0445
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	Richard Wechsler		
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~~John E. Bishop Jr~~ ^{John E. Bishop Jr} 3404 Prescher Pt 309-663-0677

Rebecca Bishop 3404 Prescher Pt 309-663-0677

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

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

~~Peggy DeHaven~~ ^{Peggy DeHaven} 7 Zavitz Ct. 309-663-1601

Shawn DeHaven 7 Zavitz Ct 309-663-1601

~~Ralph Driver~~ ^{Ralph Driver} 11 Zavitz Ct 309-433-4698

~~Marla Driver~~ ^{Marla Driver} 11 Zavitz Ct 309-262-6341

Roxann Maulig 3409 Prescher Pt 309-275-5929

Fred Maulig 3409 Prescher Pt 309-275-5929

~~Kyle Daugherty~~ ^{Kyle Daugherty} 8 Zavitz Ct 309-226-4621

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

Laura A. Hoback 3411 Prescher 309-663-7344

Nisa Thompson 3413 Prescher Pt 309-310-2780

Leigh Hunt 1040 Ekstam Dr #201

Geoff Hunt Bloomington, IL 217-840-9412

Barbara L. Larmon 3414 Prescher Pt 309-664-7888

Brian Rohr 3405 Prescher Pt 309-433-5774

John Michael Dwyer 3406 Prescher, Blm. 309-663-4621
Gokben Wuderya 3410 Presche Pt. Blm. 773-526-1164
Nicole West 3419 Prescher Pt Bloom. 309-824-7910
Brian Hunka 21114 Watake Way 838 3201
Kay & Anne 3415 Prescher Pt. 309-472-9071
Jeffrey Robinson 6 Zavitz Ct 309-256-6851
Paula Huser 12 Zavitz Ct 309-~~256~~⁵³³-2445
Carol W. Dizon 12 Zavitz Ct 309-533-2445
Glenn Smiley 3418 Prescher Pt 309-846-0232
John Burt 3417 Prescher Pt. 309-846-0140
Lynn Utley 3420 Prescher Pt. 309-661-1248
Michael Horton 1114 Radu Run 630-674-8091
Debra Letherman 1112 Radu Run 309-661-8919
Lily Pichyanont 3504 Prescher Pt. 663-4842
Paul Sui 3504 Prescher Pt. 309-663-4842
[Signature] 3407 Prescher Pt 244-807-2250
[Signature] 1105 Hochewitz Ln - 309-663-1596

_____ 1103 Lockenitz Lane 309-663-8349

_____ 1103 Lockenitz Lane 309-663-8349

Jamie McAuley 1120 Rader Run 309-310-5139

Rita Ferguson 1122 Wanda Way (309) 645-4955

Daniel Ellers 1107 LOCKENITZ 309-830-5608

Rebekah Anderson 10 Zaritz (309) 663-9828

_____ 1103 Wanda Way 309-706-1951

Michelle Julian 1103 Wanda Way 309-888-9167

Josh Lutz 3414 Cornelius, 309-706-5541

Jamie Morgan 3414 Cornelius Dr 309-212-5642

Susan Ellsworth 1111 Wanda Way 309-1809

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

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

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

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

Anthony w. Jd 1113 Rodes 309-212-1932

Phil Jace 1108 Lockvitz Ave 217 306-0403

Nick Jace 1108 Lockvitz Ln 847-791-3969

From: WA9GCK@aol.com
To: mwoolard@cityblm.org

Date: Wednesday, July 17, 2013 10:55AM
Subject: DO NOT REZONE FOR APARTMENTS ON EKSTAM DRIVE

From: WA9GCK@aol.com
To: citycouncil@cityblm.org, jafruin@comcast.net, ward3@cityblm.org, dhales@cityblm.org, trenner@cityblm.org
Sent: 7/15/2013 8:19:54 P.M. Central Daylight Time
Subj: DO NOT REZONE FOR APARTMENTS ON EKSTAM DRIVE

MY NAME IS GLENN HILL AND I RESIDE AT 1211 NORMA DRIVE
I AND MY NEIGHBORS ALREADY HAVE A HEAVY TRAFFIC PROBLEM ON OUR RESIDENTIAL
STREET BECAUSE OF SO MANY RESIDENTS IN THE LARGE APARTMENT COMPLEX AROUND
EKSTAM DRIVE AREA THAT USE NORMA DRIVE AS A COMMUTER CONNECTION TO G. E.
ROAD AND BEYOND. IT IS DANGEROUS FOR US TO BACK OUT OF OUR DRIVEWAYS IN THE
CONSTANT HEAVY TRAFFIC.

THE APARTMENT COMPLEX IS ALREADY TOO LARGE TO BE ACCOMMODATED BY EXISTING
STREETS IN ALL DIRECTIONS. PLEASE PUT A STOP TO ANY MORE ADJOINING
APARTMENTS. ALSO PLEASE PUT A LIMIT ON HOW MANY APARTMENTS CAN BE BUILT IN A
SPECIFIED AREA SUCH AS A SQUARE MILE. THE CITY WILL BE MUCH BETTER OFF IF
APARTMENTS ARE NOT ALLOWED TO BE BUILT IN SUCH A LARGE CONCENTRATION. TAKE A
LOOK AT WHAT LARGE APARTMENT AREAS TURN INTO AFTER THE FIRST TWENTY OR
THIRTY YEARS OF AGING. SMALL APARTMENT AREAS DO LOOK MUCH BETTER. I THINK
THE BLOOMINGTON ZONING COULD BE VASTLY IMPROVED AND RESIDENTIAL HOMES
SHOULD NOT HAVE A DRIVEWAY THAT GOES TO A BUSY COMMUTER STREET.

From: Melanie Ward <melliemaeward@yahoo.com>
To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>

Date: Wednesday, July 17, 2013 10:10AM
Subject: Fwd: Ekstam apartments

Begin forwarded message:

From: Mboka Mwilambwe <ward3@cityblm.org>
Date: July 17, 2013, 9:34:25 AM CDT
To: Melanie Ward <melliemaeward@yahoo.com>
Subject: Re: Ekstam apartments

Hi Melanie,

Thanks for the email. At this time, the Zoning Board of Appeals is the body considering this item (This Wednesday). If you would like them to consider what you have submitted, you may want to send it to Mark Woolard (City Planner). His email is mwoolard@cityblm.org.

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

-----Melanie Ward <melliemaeward@yahoo.com> wrote: -----

To: "trenner@cityblm.org" <trenner@cityblm.org>, "Citycouncil@cityblm.org" <Citycouncil@cityblm.org>, "Ward3@cityblm.org" <Ward3@cityblm.org>, "Pace@cityblm.org" <Pace@cityblm.org>
 From: Melanie Ward <melliemaeward@yahoo.com>
 Date: 07/17/2013 09:19AM
 Subject: Ekstam apartments

Hello,

My name is Melanie Ward and I am a resident of the McGraw park subdivision. I would like to voice my opposition to building, yet again, apartments in this area. I am not able to attend the meeting on Wednesday at 3:00 since I work.

This area is already congested with traffic and people. These additional apartments would add further congestion to the area. In addition, they current infrastructure of roads is not able to handle the current traffic, let alone the additional traffic these apartments would bring. In an emergency, the people in this neighborhood would be in jeopardy.

Overall, these additional apartments are just not good for the neighborhood, the congestion, additional people additional traffic would cause increased crime and then a decrease in the value of the neighborhood as a whole.

Please vote against the building of these additional apartments for the good of our neighborhood.

Thanks

From: Linda Webner/Cityblm
To: Mark Huber/Cityblm@Cityblm
Cc: Mark Woolard/Cityblm@Cityblm

Date: Tuesday, July 16, 2013 03:25PM
Subject: Fw: Fw: Ekstam Apartments

Linda Webner
Support Staff III
Planning and Code Enforcement
lwebner@cityblm.org
Phone: 309-434-2595

-----Forwarded by Linda Webner/Cityblm on 07/16/2013 03:25PM -----

To: "pace@cityblm.org" <pace@cityblm.org>
From: Peggy DeHaven <travelwithpeg@yahoo.com>
Date: 07/16/2013 02:48PM
Subject: Fw: Ekstam Apartments

Peggy DeHaven

*Looking for that hard to buy for gift? Everyone has to eat, don't they?
Visit my website, www.tastefullysimple.com/web/pdehaven, for exciting recipes and delicious foods
shipped direct to you.*

----- Forwarded Message -----

From: Peggy DeHaven <travelwithpeg@yahoo.com>
To: "mayor@cityblm.org" <mayor@cityblm.org>; "citycouncil@cityblm.org" <citycouncil@cityblm.org>; "pac@cityblm.org" <pac@cityblm.org>; "ward3@cityblm.org" <ward3@cityblm.org>
Sent: Tuesday, July 16, 2013 2:37 PM
Subject: Ekstam Apartments

To Whom it May Concern:

I am writing regarding the Ekstam Apartments that are set to go again in front of the zoning board on Wednesday at 3 pm. I want to express that the 3 pm meeting really needs to be changed to a later time to allow working families to be able to voice their concerns, not everyone is able to take time off work to attend. After speaking with many neighbors this weekend many want to attend but do to the time of the meeting they are unable to. This meeting time is not convenient.

In regards to the apartments, this area has had so much development in the way of apartments that I feel we really need to slow the growth and leave the properties on Ekstam as B1 zoning. I have lived in my home for 11 years and moved to the area because it was quiet and safe. 95% of us purchased our homes with the understanding that the vacant land immediately south of us would be come homes and mirror our subdivision and continue over to McGraw Park which is located closer to Central Catholic, than the subdivision it was designed for. Since that time we have seen the

increase of apartments to the area and no talk of a second exit out for McGraw subdivision. Although we cannot change what has been approved we do ask that the new special use permit be denied and land remain B1. The city engineers claim the streets can handle 6000 cars a day each direction with no parking; the area was not developed to handle the type of traffic it is receiving. There currently is no way to control the speeding and parking issues we continue to have on Ekstam (no parking signs are not obeyed and tickets continue to not be issued). Increasing this population will only add to the increase problems we are having with traffic and parking. Also related to the issue of congestion is the intersection of Haeffele and Rt 9. This intersection definitely was not designed to handle the traffic it continues to receive from the two businesses, Rt 9 traffic turning in, the speeding apartment renters leaving, and normal traffic from our subdivision and others. At certain times of the day this intersection is a MAJOR accident waiting to happen. what can be done to stop this? Stop increasing the population in an over populated area. Not to forget that apartments typically decrease home values over time. We invested money in this neighborhood, who is going to protect our investments?

Another thing is school districts simply cannot handle additional students at this time under the current situation they are in. The schools are so over populated and at this time there is no indication they will be building another school and if they do it will take couple of years before it will be operational. Where do you suppose these children go that will be occupying the current apartments they are building the the additional 88 they are requesting? Enough is enough.

I also have concerns on the apartment exits proposed. They are requested to put up 5 buildings and additional 6 exits onto Ekstam none of which line up with the other apartment complexes across the street. This now increases the exits, if approved, to 10 onto Ekstam within a 1/4 of a mile. That is just too many and will increase to probability of additional accidents of cars entering onto Ekstam during the busy times of the day, which is another concern that needs to be addressed.

The best use for this land is to allow it to remain B1 and give it time to develop into small business or offices. Additional apartments is not the answer to the area. Please stop these before it's too late.

If you personally have not taken a few minutes to do so please drive out to our neighborhood and see what we are talking about when we say congestion, traffic, and also how the children already in the apartments have very limited green space to play, and brings them over to our properties uninvited or they play in parking lots. We continue to be pushed out of our neighborhood by these apartment renters who over take our area after 7pm. We cannot take a causal walk or run with out having to go around the apartment renters who take over the side walks and ride their bikes (including adults) on the sidewalks. Help us by denying these apartments and allow us to try work with what we have been delt by previous special permit uses granted. Keep Ekstam zoned B1.

Thank you for your time,

Peggy DeHaven

From: John Bishop <jebishop2@frontier.com>
To: Mark Woolard <mwoolard@cityblm.org>

Date: Tuesday, July 16, 2013 11:47AM
Subject: Re: Re: Fw: Ekstam Apartments Rezoning

Mr. Woolard,

Thank you for your follow-up and apologies for our delayed reply - family vacations have a way of interfering in things sometimes.

Unfortunately, we will not be able to attend the meeting on Wednesday, but have signed the petition circulated through the subdivision. I did want to let you know that as of yesterday, the signage on Ekstam is still snow route specific and cars continue to park on the southbound side of the street..

I'm including below a summary of the correspondence that we've had with our Alderman with regard to the issue associated with allowing still more apartments on Ekstam. To summarize our concerns:

- 1 - Property values - we've already seen a hit in efforts to refinance and have discussed the issue with others that have been and continue to be in the neighborhood. The forced uncertainty associated with our children's schools makes it far harder to sell a house in this subdivision.
- 2 - Safety - we already have a huge number of residents specifically in the apartments that don't have or use sidewalks - or have any kind of healthy respect/fear of moving vehicles. Increasing that concentration (and providing a playground as a destination) on a much busier street is likely going to result in a tragedy. It doesn't matter if the new apartments are an extension of Wingover or not, there will be a cross flow of residents, especially from the eastern half of Wingover simply because this playground will be closer.

Thanks,

John and Rebecca Bishop

Mr. Mwilambwe,

I have to offer one more observation. While driving home from work last night, I actually took notice of the "no parking signs" that have been placed on Ekstam as were indicated in the June 10th Pantagraph article:

Director of Planning and Code Enforcement Mark Huber said the city already has placed no-parking signs on one side of Ekstam and will have a staff traffic advisory committee look at the merits of banning parking on the other side.

The signs that were installed, or at least those installed between Pamela and Cornelius, and those installed immediately in front of the condos located on the southwest corner of Ekstam and Cornelius all read "No Parking This Side. Snow Route". I did a very brief review of the City Code last night and it appears that these signs are really only declaring no parking in instances where 2" of snow or 1/2" of ice is expected, or has arrived rapidly and as declared by city personnel. They do not appear to be year-round no parking signs like the ones that are regularly ignored by the Wingover builders - those signs simply say "No parking this block" or "No parking this side".

Once again, thanks for your time and consideration,

John and Rebecca Bishop

From: John Bishop <jebishop2@frontier.com>
To: "ward3@cityblm.org" <ward3@cityblm.org>
Sent: Thursday, June 13, 2013 12:02 PM
Subject: Re: McGraw Park - Ekstam Apartments

Mr. Mwilambwe,

Thank you so much for your response to our concerns at this week's Council meeting. It's greatly appreciated and a welcome change from the responses that we had previously recieved from our previous Alderman..

I did want to follow up by saying that, based on my experiences with traffic on Ekstam, I can foresee issues with any attempt to place mult-family housing on the site in question:

1 - Regardless of whether or not the proposed east side units are part of Wingover or not, there will be kids crossing from the newest Wingover apartmnets expansion to use the new playground simply because of the proximity.

2 - Our exprience with the Wingover children is that, I assume largely due to the lack of substnatial green space, they have become acclimated to playing in the street and have little to no fear of cars. I have had numerous instances of kids as young as 6 that are fully aware of my car, still skate or bike out into the middle of the road, staring me in the eye. My wife and I are careful, but the traffic on Ekstam, particularly given the Central Catholic practice field and Victory Academy, isn't necessarily local to the neighborhood and this pattern of behavior. If this goes through, I think that it's highly likely that a child will be seriously injured on Ekstam.

3 - This proposal continues to place a crosshair on our subdivision with regard to Unit 5 redistricting policies. The instability that this causes can only have a negative impact on home values.

Once again, thank you for your time and service,
 John and Rebecca Bishop

From: John Bishop <jebishop2@frontier.com>
To: "ward3@cityblm.org" <ward3@cityblm.org>
Sent: Monday, June 10, 2013 8:27 AM
Subject: McGraw Park - Ekstam Apartments

Mr. Mwilambwe,

I wanted to follow up with you on a couple of issues:

First, you stopped by my home to introduce yourself during your election campaign. During your visit, we discussed a variety of issues and it seems that one in particular, you acted on immediately. At the time, I had a complaint about the construction company building the current wave of Wingover had an illegally parked construction vehicle located on Cornelius. It was within days of your visit that that truck was removed and not seen again. I appreciate your attention with regard to that issue.

Second, and related to that issue, the volume of construction traffic associated with Wingover has had a significant effect on the quality of Cornelius adjacent to the construction. While the craftsmanship of any of the roads installed under the development of the subdivision by Rory O'Connor and Larry Hundman was less than perfect, there has been a significant amount of damage during the construction process and I can only hope that the City does not allow the property owner / contractor to get away with the amount of damage that they've inflicted on the roadway at this location.

Finally, I wanted to offer some commentary about the proposed rezoning of the east side lots on Ekstam from Commercial to Multi-Family Residential. The following is an except from this morning's Pantagraph:

"But the city says Ekstam Drive, even with the additional apartments, would not see more traffic than it was designed to handle."

"According to city staff memos, the road is designed to handle 12,000 trips per day. If the new apartments are built, the road is expected to see 3,000 to 4,000 trips per day — "well below what the road is designed to handle.""

That may have been the design load for the roads, but that does not take into consideration that, with multi-family, there are far more vehicles on at the property for longer periods of time. Just take a look at the same street between Cornelius and Pamela to see just how congested it becomes to have multi-family on both sides of the street and streetside parking - a combination of cars on both sides and the general quality of drivers today reduces Ekstam to a 1-1/2 lane road during many peak times. Adding to this is that Connect Transit now utilizes Ekstam as a part of the Teal J bus route only makes it worse and the number of buses now going through the area due to Unit 5 being forced to once again redistrict the subdivision into an open attendance area increases the peak use loads (and size of the vehicles) still further. I understand the desire of the developer to flip their property and start turning a profit and I further understand that this piece of property is a welcome increase to the City tax base, but more multi-family apartments is going to be a strain on other parts of the community, including the schools, neighborhood property values and an infrastructure that was not designed to accommodate the volumes that are now being contemplated.

"Director of Planning and Code Enforcement Mark Huber said the city already has placed no-parking signs on one side of Ekstam and will have a staff traffic advisory committee look at the merits of banning parking on the other side."

This is a welcome step, but, in my opinion not enough. At the minimum, the parking ban needs to extend the full length of Ekstam on at least one side of the road.

"He noted the proposed apartments are surrounded by other apartments and act as a buffer between commercial properties and single-family homes."

This may be true in a general sense, but is an absolutely irrelevant statement for this particular case. The site in question does not abut on any single family residential properties. South is Victory Academy. West, across Ekstam, are an assortment of businesses and the latest wave of Wingover and four condo buildings on the southwest corner of Ekstam and Cornelius. North is the temporary building (though it's been on site, without foundations for years now) and entrance to Central Catholic's practice field and beyond that is McGraw Park Gardens apartments.

"Though the city believes the high-density housing is preferable to businesses next to single-family homes, some homeowners in public hearings about the development said they would prefer businesses."

Again, this may be true in general but is irrelevant or misleading in this case as I indicated above. It's my hope that this is a matter of poor reporting on the part of the Pantagraph and not staff offering intentionally fallacious statements or speaking without actually being aware of the circumstances surrounding a particular request.

Respectfully,
John and Rebecca Bishop

From: Mark Woolard <mwoolard@cityblm.org>
To: John Bishop <jebishop2@frontier.com>
Sent: Tuesday, July 9, 2013 2:53 PM
Subject: Re: Re: Fw: Ekstam Apartments Rezoning

Mr. and Mrs. Bishop:

I just wanted to let you know that the special use for the apartments will be reviewed again by the Zoning Board of Appeals (ZBA) on July 17, at 3:00. This discussion below appeared to be

more for engineering as they have worked on that specific issue however please let me know if you want me to forward this to the ZBA or any other comments you may have.

Mark Woolard
City Planner
City of Bloomington
309-434-2341
mwoolard@cityblm.org

-----John Bishop <jebishop2@frontier.com> wrote: -----

To: Mark Woolard <mwoolard@cityblm.org>
From: John Bishop <jebishop2@frontier.com>
Date: 06/20/2013 11:04AM
Subject: Re: Re: Fw: Ekstam Apartments Rezoning

Mr. Woolard,

The attached photo was taken this morning looking south on Ekstam near the intersection of Ekstam and Pamela.

I could be reading the sign incorrectly, but this reads, and in the evenings seems to be interpreted, as though it's only no parking during a snow emergency. My read is that the sign is saying no parking when snow routes are in effect - but now I'm second guessing myself - perhaps it's just indicating that the no parking fine is increased to \$50 (I have no idea what the fine is for parking in a no parking zone) when the snow route is in effect?

While there are now less cars parked on Ekstam's west side, there are still generally a couple there every night.

Regardless of the outcome, I do want to thank you for your prompt follow-up.

Now if we could just get the McGraw Park Gardens Apartments owner to finish the sidewalk to Pamela - they stopped at the north side of their north driveway rather than extending to their property line.

Thanks again,

John and Rebecca Bishop

From: Mark Woolard <mwoolard@cityblm.org>
To: jebishop2@frontier.com
Sent: Wednesday, June 19, 2013 10:54 AM
Subject: Fw: Re: Fw: Ekstam Apartments Rezoning

Mr. and Mrs. Bishop:

Please see the response from Bill Givens regarding the signage.

Mark Woolard
 City Planner
 City of Bloomington
 309-434-2341
 mwoolard@cityblm.org

-----Forwarded by Mark Woolard/Cityblm on 06/19/2013 10:52AM -----

To: Mark Woolard/Cityblm@Cityblm
 From: Bill Givens/Cityblm
 Date: 06/19/2013 08:39AM
 Cc: Jim Karch/Cityblm@Cityblm, Kevin Kothe/Cityblm@Cityblm, Barb Adkins/Cityblm@Cityblm, Bill Givens/Cityblm@Cityblm
 Subject: Re: Fw: Ekstam Apartments Rezoning

Mark,

The entire west side of Ekstam Dr. from Pamela Dr. south to and including both sides of Gerig Dr. are posted "No Parking". Parking is still allowed on the east side of Ekstam Dr. from Gerig Dr. north to Pamela Dr. Ekstam Dr. is a 30 ft. wide street. This is intended to function with 2 11 ft. traffic lanes and 1 8 ft. parking lane. The City Engineer has proposed painting a centerline deviding the 2 11 ft. traffic lanes to make it clear to the motorist where they should drive and where there is room to park. The No Parking signs were still in place late last week when I drove thru there.

Bill

-----Mark Woolard/Cityblm wrote: -----

To: Bill Givens/Cityblm@Cityblm
 From: Mark Woolard/Cityblm
 Date: 06/19/2013 08:17AM
 Subject: Fw: Ekstam Apartments Rezoning

Bill,

Do you know for a fact or possibly be able to confirm that there are no parking signs on Ekstam apart from the "No Parking - Snow Route" signs as referred to below by Mr. and Mrs. Bishop?

Mark Woolard
 City Planner
 City of Bloomington
 309-434-2341
 mwoolard@cityblm.org

-----Forwarded by Mark Woolard/Cityblm on 06/19/2013 08:14AM -----

To: "mwoolard@cityblm.org" <mwoolard@cityblm.org>
 From: John Bishop <jebishop2@frontier.com>
 Date: 06/17/2013 08:32AM
 Subject: Ekstam Apartments Rezoning

Mr. Woolard,

We've been corresponding with our alderman, Mboka Mwilambwe, with regard to the proposed rezoning of property on Ekstam from commercial to multi-family residential. Mr. Mwilambwe recommended that we also contact you. Unfortunately, our schedules limit our availability for attending evening meetings, but we did want to express our concerns about the proposed rezoning, even with the revisions that were mentioned as the project was being returned to staff for further review.

First, please allow me to say that wenderstand that the news doesn't always get things right, but there were several troubling pieces that were reported in the two stories that talked about this piece of property.

1 - The first article made mention of one side of the street having been recently posted as No Parking. The signs on the west side of Ekstam, located in front of the existing multi-family residential units, indicate No Parking - Snow Route. It may be that we're misreading the signs, but this suggests that in the event of a declared snow event, there is no parking on the snow route, but does not seem to limit parking at other times. Certainly, we regularly see vehicles parked in this area, regardless of signage.

2 - Staff indicated in the article that the road was designed for 12,000 vehicle trips per day. We've little doubt that this is true, but we're also quite confident that it didn't take into consideration the volume of bus traffic. Teal J wasn't added until well after the subdivision was developed and was only recently rerouted to use Ekstam as a north-south route instead of Towanda-Barnes. Add this to all of the additional bus traffic required due to Unit 5 being forced to add multiple bus routes to the subdivision in order to ease overcrowding. These two items combine to create a congested situation.

Second, there is a general safety issue associated with additional apartments on Ekstam and the addition of a playground on the east side of the street is only going to make it worse. Currently, we experience a great deal of trouble with kids from the Wingover apartments playing in the street. We can only assume that, since they have little green space, they've effectively grown up with far less respect/fear of moving cars than is healthy - we've had numerous experiences with kids from the apartments, riding, skating and walking down the middle of the street, just staring drivers in the eye.. As residents of the subdivision, we're aware of this and try to take extra precautions. That is not true of those attempting to use Ekstam as a shortcut or heading for Victory Academy or the Central Catholic practice field. The additional playground makes this worse simply because it will be closer to so many of the Wingover apartments that it will draw kids from the more distant and already overcrowded and undersized playground in existence in Wingover.

Finally, the continued development of apartments in this area has already had an effect on our subdivision by driving Unit 5 to redistrict the subdivision yet again. Adding still more population will very likely drive us back out of a specific school and into an open attendance area and drive our property values down. We get that the city has no control over the extension of Cornelius and that the park access that was promised to us when we purchased our home a decade ago was overpromising on the part of the developer and his realty office (it may be worth noting that this is the same developer), but that has also had an effect on quality of life, as has the limited access into and out of the subdivision.

With all of that said, we respectfully request that the zoning board of appeals reject any further requests that the property on the east side of Ekstam be rezoned to multi-family residential.

Thank you for your time,

John and Rebecca Bishop
3404 Prescher Point
Bloomington, IL 61704

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

[attachment "IMG_0020[1].JPG" removed by Mark Woolard/Cityblm]

From: Rick Anderson <bigred97@gmail.com>
To: mwoolard@cityblm.org
Cc: Rebekah Anderson <andersonrebekah@hotmail.com>, travelwithpeg@yahoo.com

Date: Tuesday, July 16, 2013 05:54AM
Subject: Fwd: McGraw Park concerned with Estam apartments

History: ⇒ This message has been forwarded.

Hello Mark,

Mboka suggested I share my concerns about the Ekstam apartments with you as part of your work with the Zoning Board of Appeals.

Thank you for taking the time to read through my concerns. I appreciate it.

Rick Anderson

----- Forwarded message -----

From: Mboka Mwilambwe <ward3@cityblm.org>
Date: Mon, Jul 15, 2013 at 9:50 PM
Subject: Re: McGraw Park concerned with Estam apartments
To: Rick Anderson <bigred97@gmail.com>

Rick,

Thanks for the email. At this time, the Zoning Board of Appeals is the body considering this item (This coming Wednesday). If you would like them to consider what you have submitted, you may want to send it to Mark Woolard (City Planner). His email is mwoolard@cityblm.org.

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

-----Rick Anderson <bigred97@gmail.com> wrote: -----

To: citycouncil@cityblm.org, jafruin@comcast.net, ward3@cityblm.org, dhales@cityblm.org, trenner@cityblm.org

From: Rick Anderson <bigred97@gmail.com>

Date: 07/15/2013 09:25PM

Cc: Rebekah Anderson <andersonrebekah@hotmail.com>, travelwithpeg@yahoo.com

Subject: McGraw Park concerned with Estam apartments

First of all, I want to thank you all for your service to the community with public office. I realize this is not always an easy job.

I also want to take a few moments of your time to express my (and my family's) concern with the proposal to add additional apartments near our subdivision.

We feel additional apartments are not in the best interest of the single family home owners in the area. From our perspective as residents of the McGraw park subdivision for ten years now, we have witnessed the traffic patterns degrade as additional apartments have been built in place of single family homes.

Even though no parking on this side of the street signs have been posted on Ekstam, there have been cars parked on both sides of the street for many days over the past several months. We feel that once the nearly finished apartments are completed on the west side of Ekstam near Victory Academy, parking and traffic congestion will already be an issue for our subdivision. This is without adding additional apartments on the east side of Ekstam in the same general location.

If it is still possible, I would respectfully request that no additional apartments be constructed in this general area.

Thank you for considering my (and my family's) opinion in this matter.

Sincerely

Rick Anderson

Date: July 14, 2013

Address of rezoning request: east side of Ekstam

To: Bloomington City Council

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

Our concerns:

1. Schools cannot handle additional children under the current school system. Additional schools are needed to accommodate and at this time no plans for additional schools.
2. Traffic and parking are still an issue and will become worse with the additional apartments. The roads in this subdivision were not built to handle the traffic they are receiving currently.
3. Not enough reasonable exits for McGraw park residents to exit. Our subdivision has only one exit currently and no immediate plans to expand Cornelius to allow additional exit. This road has been promised for over 10 years and we still see no development on it.
4. We feel the land would be best used as B1 than to have additional apartments in an already congested area.
5. The property values of our homes are not protected with the addition of these apartments.
6. These apartments would allow more buildings and people in a space than current zone code allows.
7. 6 additional exits onto Ekstam from these apartments will increase traffic problems. We would have 10 exits to watch in a ¼ mile section of the road, especially at 7:30am Monday - Friday when majority of people are leaving for work. This is a BIG safety concern.
8. Slower response time for fire and rescue.

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature	Printed	Address	Contact #
<u>Amanda Scott</u>	<u>Amanda Scott</u>	<u>3402 Prescher Pt. Blm, IL 61704</u>	
<u>Srinivas Sarapat</u>	<u>SRINIVAS SARAPATI</u>	<u>1110 LOCKENWITZ 2N 4 BLOOMINGTON, IL 61704</u>	
<u>Lisa Thompson</u>	<u>LISA Thompson</u>	<u>3413 Prescher Pt. Bloomington IL 61704</u>	
<u>Suzanne Gullo</u>	<u>Suzanne Gullo</u>	<u>1102 Rader Run Bloomington, IL 61704</u>	
<u>Oscar Wilkerson</u>	<u>Rader Run</u>		
<u>Soma Sundaram Narayanan</u>		<u>1124 Rader Run Bloomington IL 61704</u>	
<u>ROGER BIDEVEL</u>	<u>2505 PRESCHER POINT</u>	<u>BLOOMINGTON IL</u>	
<u>Elstella Elicheoya</u>		<u>3422 prescher point, Blm IL 61704</u>	
<u>Florence Smiley</u>		<u>3418 Prescher Pt. Blm IL 61704</u>	
<u>Peter Bondarenko</u>		<u>3410 Prescher Pt. Blm. IL 61704</u>	
<u>Gokben Uluderga</u>		<u>3410 Prescher Pt. Blm. IL 61704</u>	
<u>Jan Cursey</u>		<u>3408 Prescher Pt Blom, IL 61704</u>	
<u>John Wray</u>		<u>3406 Prescher Pt 61704</u>	
<u>Justin</u>		<u>3406 Prescher Pt 61704</u>	
<u>Emily Hochmiller</u>		<u>1112 Lockenwitz #2 61704</u>	

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature Printed Address Contact #

BW Brian Rohr 3405 Prescher Pt 309-433-5174

FAM Freda K. Muntz 3409 Prescher Pt 309-531-4007

Rovann Marlene Rovann Marling 3409 Prescher Pt 309-275-5929

MH Mike Hoback 3411 Prescher Pt 309-824-7050

NW Nicole West 3419 Prescher Pt 309-824-7910

AL Andy Lieder 1120 Wanda Way 309-826-4357

BH Brian Henker 1114 Wanda Way 309-838-3201

TF Tracy E. Flynn 1112 Wanda Way 309-661-5479

KA Kevin A. Stearns 1112 Wanda Way " " "

AR Amy Rich 1106 Wanda Way 309-287-8322

TR Trafton Rich 1106 Wanda Way 309-287-3917

TL Travis Lane 1108 Wanda Way 309-750-7739

JD Jana Dalton 1108 Wanda Way 217-621-8504

LH Lenore Hockenwitz 1103 Hockenwitz Lane 309-663-8349

IF Inman Foster 1105 Hockenwitz Lane 309-663-1596

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature Printed Address Contact #

Mela Ward Melanie Ward 52avitz 720-244-5016

Peggy DeHaven Peggy DeHaven 72avitz 663-1601

Rick Anderson Rick Anderson 102avitz 663-9828

Rebekah Anderson Rebekah Anderson 102avitz 663-9828

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

Kelly Barnes Kelly Barnes 3415 Prescher Pt. 309-472-9071

Toby Brant Toby Brant 3417 Prescher Pt. 309-846-0440

Linda Utley LINDA UTLEY 3420 Prescher Pt. 309-661-1248

Steve Thomas Steve Thomas 1105 Rader Run 309-275-7565

Angie Thomas Angie Thomas 1105 Rader Run 309-830-9172

Paul Wey Paul Wey 1107 Rader Run 309-838-3640

Linda Braun Linda Braun 3526 Prescher Pt. 309-662-4025

Lisa Stenger Lisa Stenger 1121 Rader Run 309-662-0511

Laura Shelton Laura Shelton 1125 Rader Run 309-663-8737

Allan Marks (L) Allan Marks 1111 Wanda Way 309-830-1809

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature Printed Address Contact #

K. S. Sathyanaranga 6107 Wanda Way 860-816-5641

Judy Rawong 1103 Wanda Way 309-706-1951

Michelle Julian Micki Julian 1103 Wanda Way 309-838-9167

Richard Furlinger 2416 Con. Dr.

Jamie Morgan 3414 Cornelius Dr. 309-212-5442

Dan Ritter 3410 Cornelius Dr. 310-383-3788

A. J. Hathorn 9 Zavitz Ct 309-275-5183

A. J. Hathorn 9 Zavitz Ct 309-319-0445

Daniel Ehlers 1107 Lockenitz 309-830-5608

Michael Thortsea Michael Thortsea 1114 Rader Run 630-674-8091

Ralph Driver Ralph Driver 11 Zavitz Court 309-433-6095

Date: July 14, 2013

Address of rezoning request: east side of Ekstam

To: Bloomington City Council

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

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8. Slower response time for fire and rescue.

(PLEASE USE BLACK INK WHEN SIGNING PETITION)

Signature	Printed	Address	Contact #
	Renea Apartian	1303 Janet	(309) 585-0619
	Ronald Cliburn	3715 Helen Dr	309-662-5013
	Amanda Fisher	3717 Helen Dr.	309.287.4816
	Beth Eble	3620 Pamela Dr Blm	809-824-7034
	Deakon Provost	3616 Pamela	309-531-9155
	Julie Heinold	3614 Pamela Dr	309-662-4963
	meghan Swans	3610 Pamela Dr.	309-533-0498
	Tray Kateran	3610 Pamela Dr	309-706-8300
	Darrell Douglas	1307 Janet Dr Blm	(309) 662-7349
	Connie Douglas	1307 Janet Dr Blm	309 662-7349
	Kiersten K. Douglas	1306 Jolene Dr. Blm	664-5030
	Hebra Benoit - absent	1301 Janet Dr Blm	830-4503
	Heidi McCree	1305 Janet Dr.	838-5889

OPEN ATTENDANCE AREAS

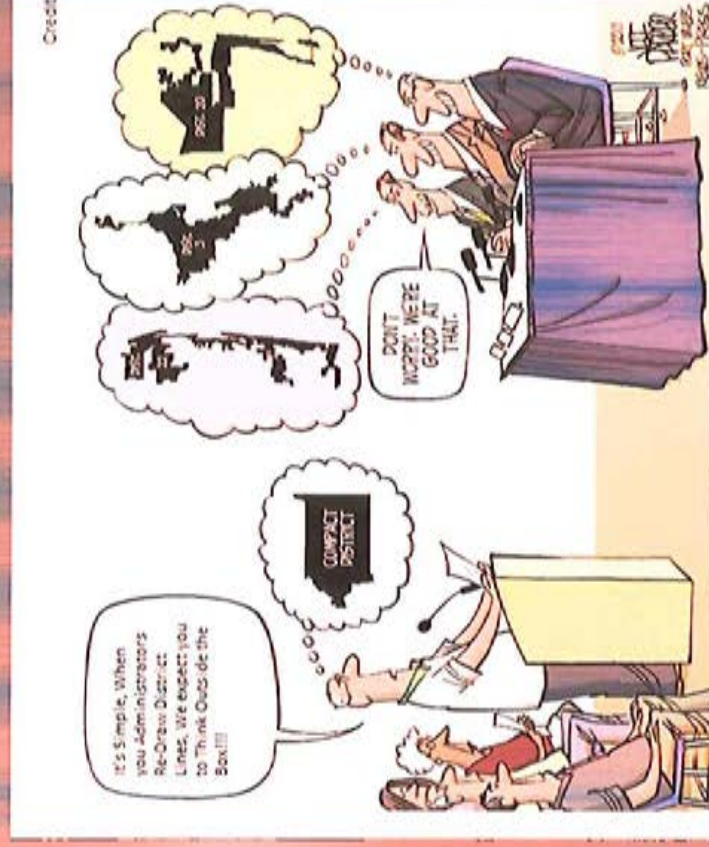
Nate Cunningham

Dayna Brown

114 spots / 4 schools
90%
132 apt
88 more

History

- ☐ Unit 5 redistricted schools in 2009-10 for elementary and high school.
- ☐ The opening of George Evans in 2011-12 enacted the redistricting plan for junior high schools.
- ☐ The economic downturn slowed but did not stop growth.
- ☐ The district has averaged between 1.5% and 1.85% growth per year for the last three years.
- ☐ Significant growth appears to be on the horizon with the growth of new home building and the new apartment approvals.
- ☐ The district will assemble the Redistricting committee this fall to review our current system and prepare for adjustments in 2013-14



Schools and Capacities

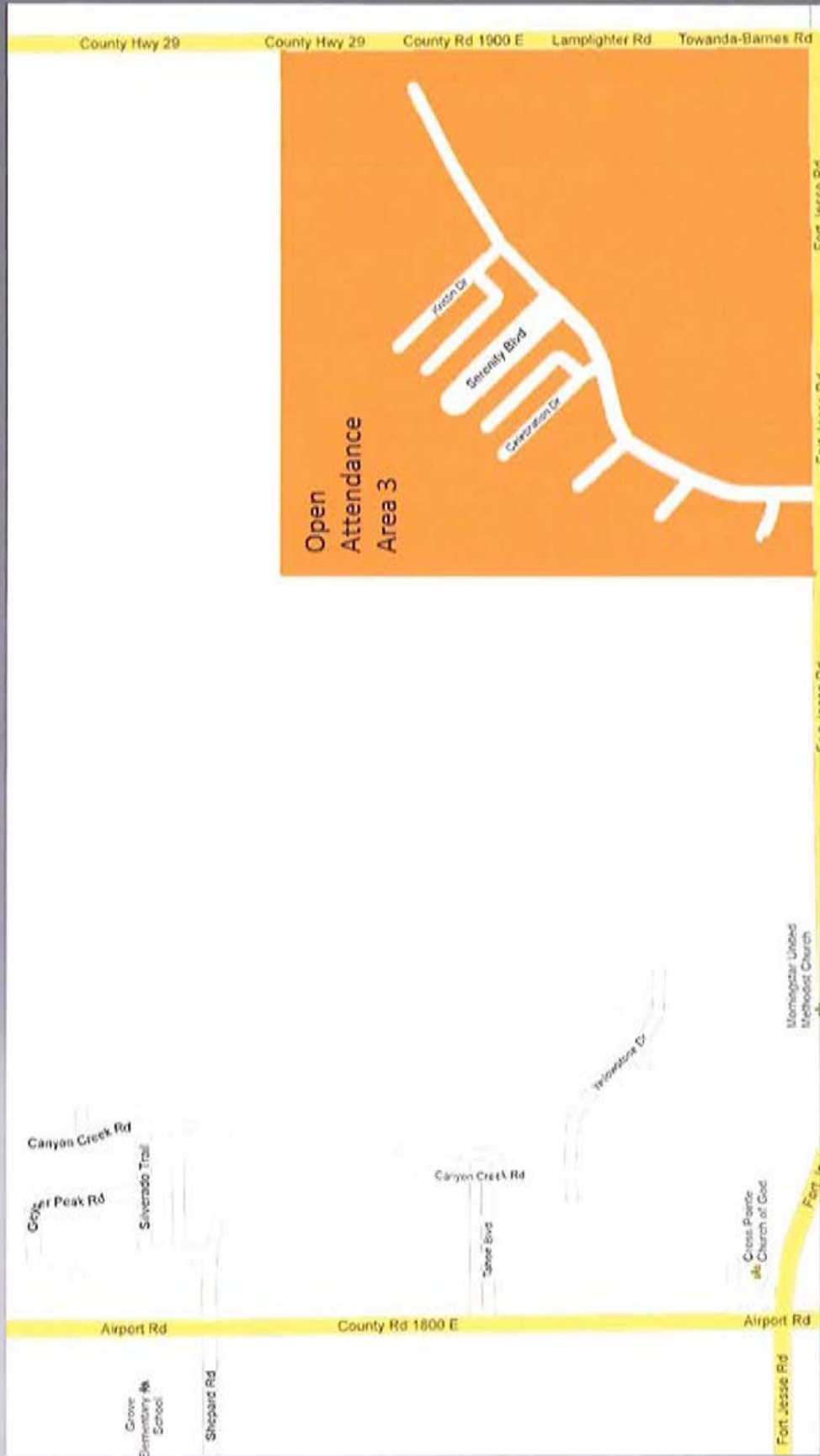
- ▣ We have divided schools up into three levels of Space available for growth:
 - Nearing full capacity
 - Some capacity
 - Significant capacity

How much Capacity is Available (CA)

Schools	Total Student #s	Range Capacity	Percentage of Capacity	Available spots	# of Sections
* Benjamin	709	725	97.8%	16	27
Carlock	120	162	74.1%	42	5
Cedar Ridge	538	586	91.8%	48	22
Fairview	329	376	87.5%	47	14
Fox Creek	385	430	89.5%	45	16
* Glenn	214	270	79.3%	56	10
Grove	665	704	94.5%	39	26
* Hoose	466	486	95.9%	20	18
Hudson	267	324	82.4%	57	12
* Northpoint	576	598	96.3%	22	22
Oakdale	442	486	90.9%	44	18
Parkside	259	324	79.9%	65	12
Pepper Ridge	438	486	90.1%	48	18
PrairieLand	562	594	94.6%	32	22
Sugar Creek	271	349	77.7%	78	13
Towanda	162	187	86.6%	25	7
District	6403	7087	90.3%	684	262

Nearly Full CA	8
Some CA	4
Significant CA	4

Unit 5 Open Attendance Area 3 (U50AA3)





Open attendance Areas

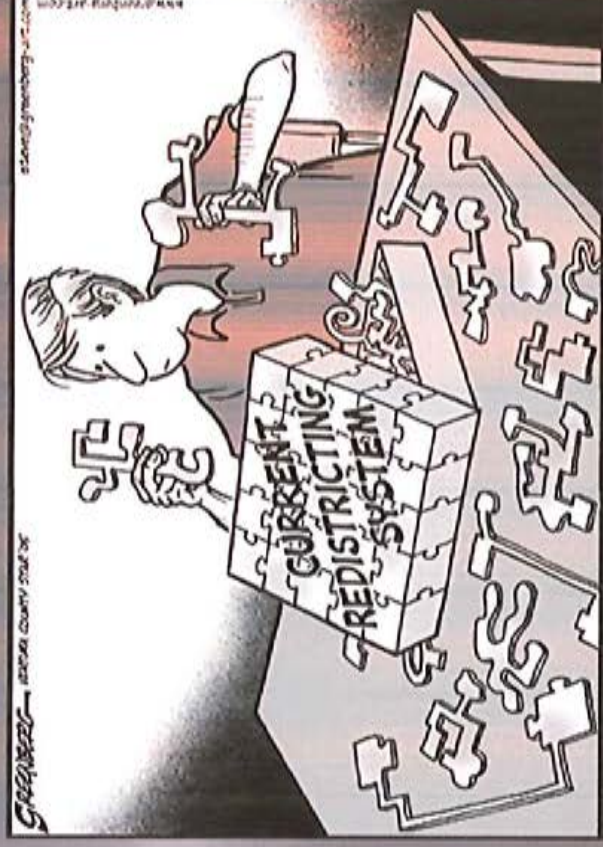
This system only affects students who are not yet registered/enrolled in McLean County Unit District 5 schools.

Questions



Challenges for 2012-2013

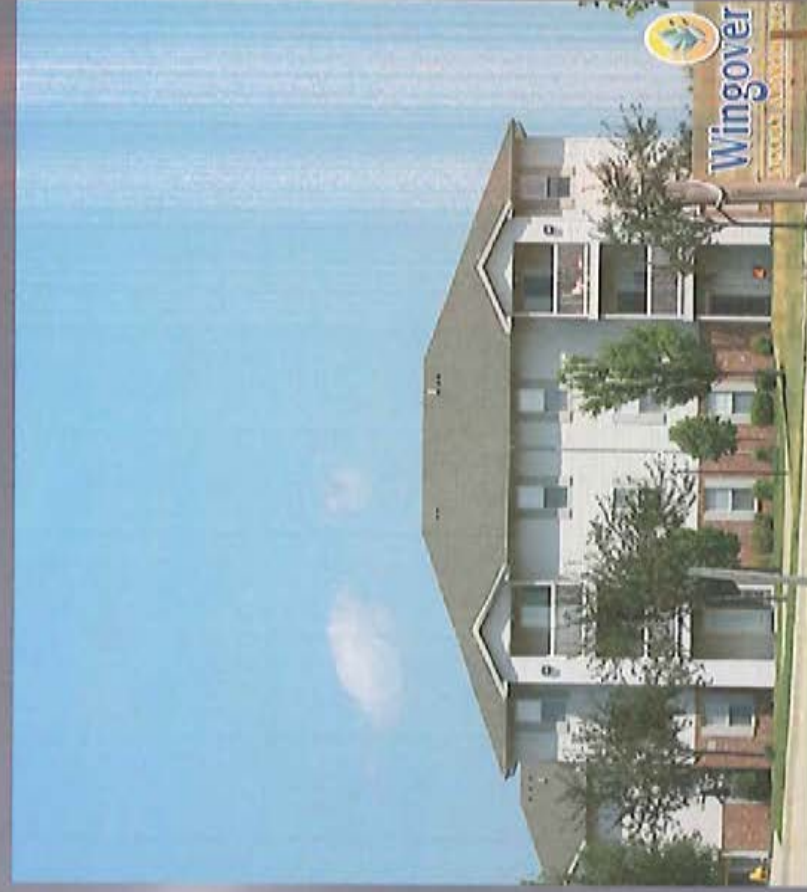
- We expect to have some growth challenges this year. How can we handle them in a systemic fashion?



Two significant areas of growth were identified this spring

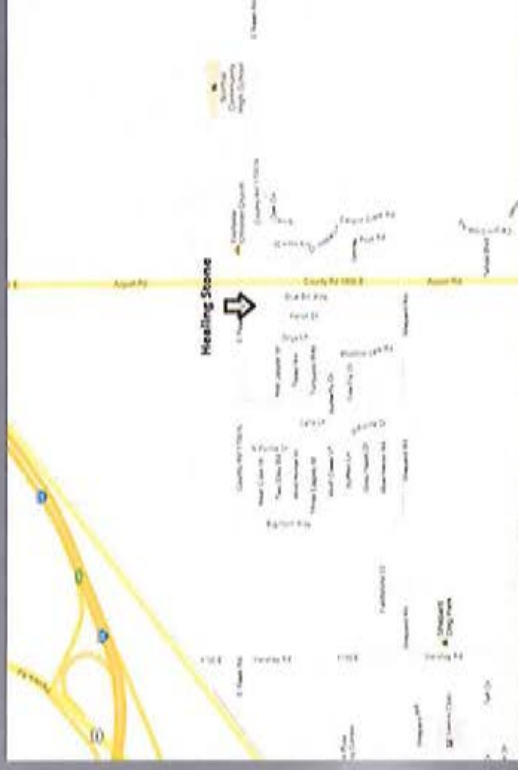
HEALING STONE

WINGOVER



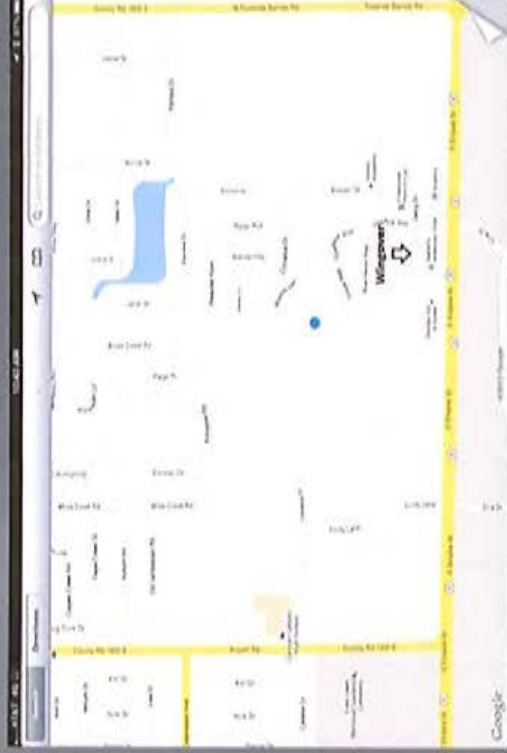
Healing Stone

- ▣ Currently
 - 36 Units
 - ▣ 28 three bedroom units
 - ▣ 8 one bedroom units
- ▣ Awaiting Approval
 - 42 Units
 - ▣ 26 three bedroom units
 - ▣ 16 one bedroom units



Wingover

- ▣ Scheduled for
 - 80 Units
 - ▣ 48 three bedroom units
 - ▣ 32 one bedroom units
 - 1 August - 56 Complete
 - 31 August - 68 Complete
 - 30 September 80 Complete
- ▣ Awaiting Approval (Wingover East)
 - 132 Units
 - ▣ 40 three bedroom units
 - ▣ 92 one bedroom units



Growth Areas

BENJAMIN ELEMENTARY SCHOOL

	Total Student	Range Capacity	Percentage of Capacity	Available spots
Kindergarten	119	125	95.2%	6
1st Grade	123	125	98.4%	2
2nd Grade	112	108	103.7%	-4
3rd Grade	133	135	98.5%	2
4th Grade	110	116	94.8%	6
5th Grade	112	116	96.6%	4
School	709	725	97.8%	16

- Wingover growth area could cause range issues.

GROVE ELEMENTARY SCHOOL

	Total Student	Range Capacity	Percentage of Capacity	Available spots
Kindergarten	100	100	100.0%	0
1st Grade	107	100	107.0%	-7
2nd Grade	98	108	90.7%	10
3rd Grade	120	135	88.9%	15
4th Grade	108	116	93.1%	8
5th Grade	132	145	91.0%	13
School	665	704	94.5%	39

- ▣ Healing Stone growth area could also cause range issues.

Open Attendance Areas

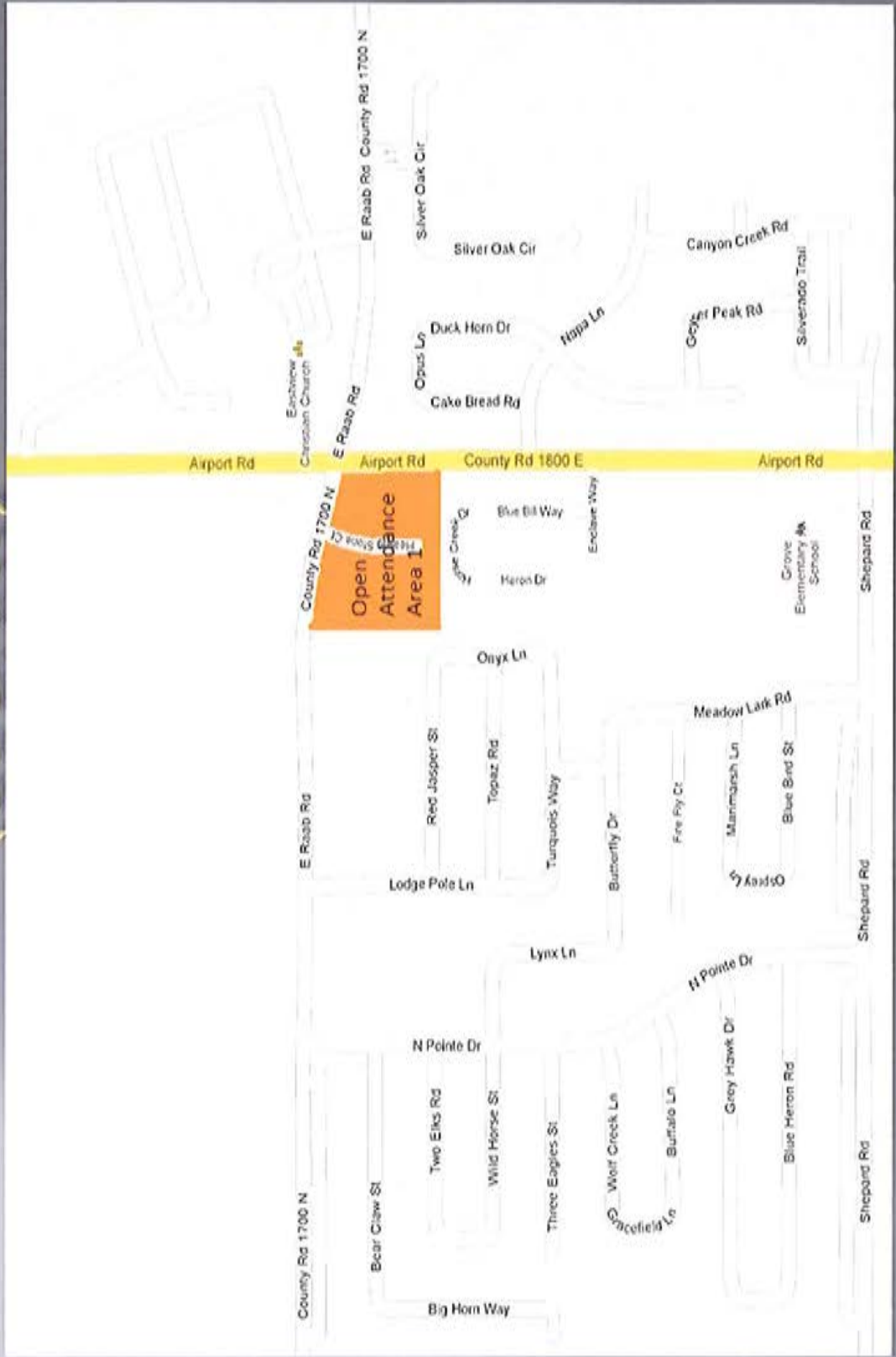
- ▣ Definition: Areas assigned to two or more schools where students not yet enrolled may be assigned to a particular school by the administration.
 - Younger siblings of students already enrolled will be allowed to continue in the same school.
 - Transportation will be provided as appropriate.
 - This option allows better balance in class sizes across the district

- ▣ Area 1, Grove, Sugar Creek and Towanda Elementary Schools
 - Area South of Raab Road, and West of Airport Road that includes Healing Stone Apartments and all of Healing Stone Court. (apartment complex currently West of Healing Stone Court)

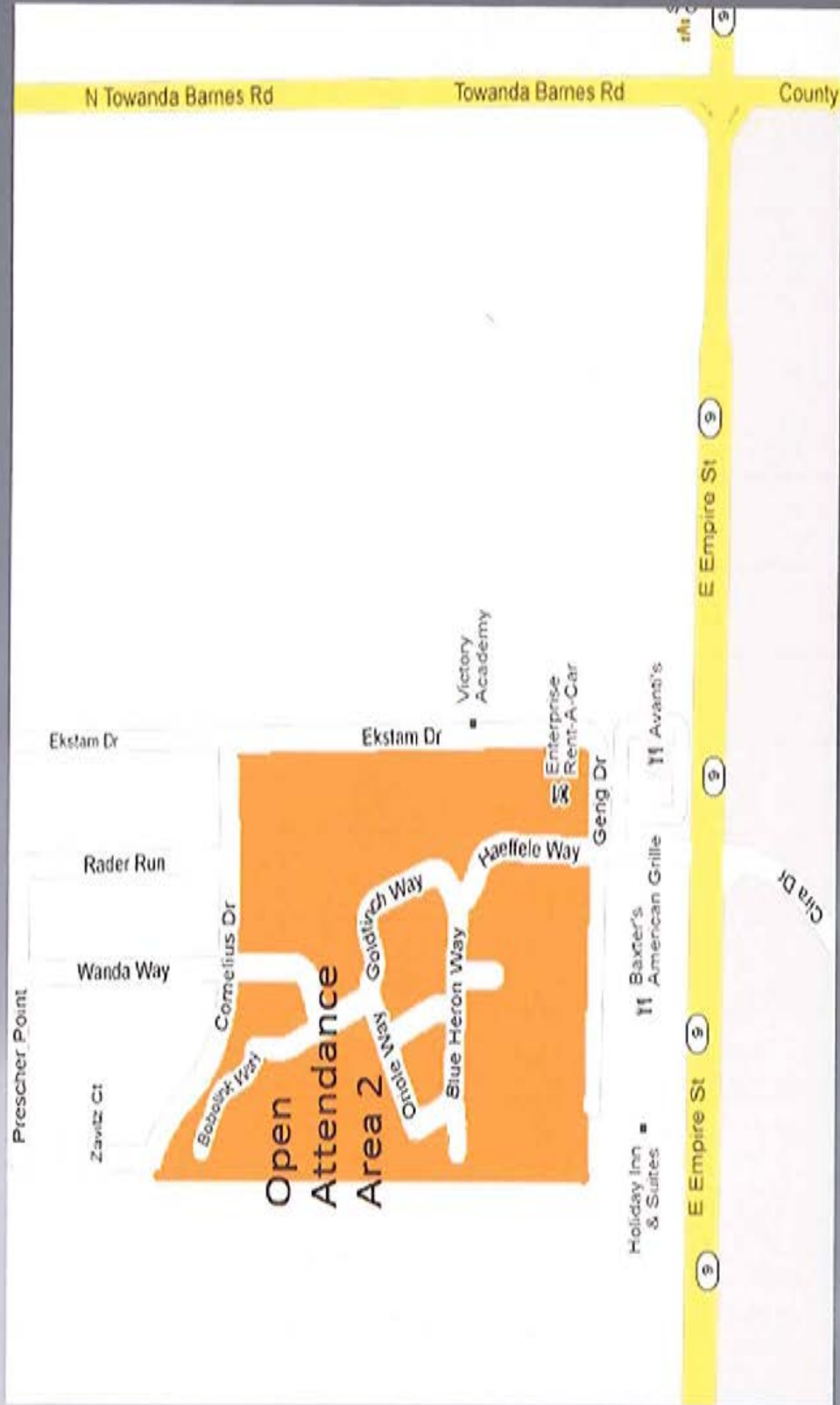
- ▣ Area 2 Benjamin, Glenn, Colene Hoose, and Northpoint Elementary Schools
 - Area West of Ekstam Drive Dr., South of Cornelius Drive and North of Gerig Drive, including Wingover Apartment complex and Wingover East.

- ▣ Area 3 Grove, Northpoint, Sugar Creek and Towanda Elementary Schools
 - Franklin Heights Subdivision

Unit 5 Open Attendance Area 1 (U50AA1)



Unit 5 Open Attendance Area 2 (U50AA2)



Subject: STOP EKSTAM APARTMENTS

From: Jamie Morgan (jmorgan4@frontier.com)

To: citycouncil@cityblm.org; jafruin@comcast.net; ward3@cityblm.org; dhales@cityblm.org; trenner@cityblm.org;

Date: Wednesday, July 17, 2013 10:58 AM

I am writing in strong opposition to the continued barrage of apartments the city has allowed to multiply in the McGraw Park Subdivision. I am not pictured in the photo of persons in opposition as I was unavailable at the time the photo was taken – but I take a united stand with my neighbors.

I am 48 years old and have lived in Bloomington for 44 years with a 17 year career at State Farm. The overrun of Indians because of the State Farm initiatives has created this mass uprising of multi-family structures, and someone has paid someone off in this city to allow it to happen with these special use permits being handed out (probably due to some “official” in this City paying off another “official” to not talk about something, or “scratch my back because I scratched yours”, which is typical of this “town”). Money talks here, and within the real estate “community” and the City of Bloomington, money is talking on a daily basis. And, now you are impacting **an already overly congested neighborhood – McGraw Park. A neighborhood full of small growing families, and with so much traffic that one of these families is going to lose a child having been hit by a car.**

When I moved in to my home (purchased new from O’Connor Homes), on 3414 Cornelius Dr., I faced an empty lot. Both myself and my neighbor next door at 3412 Cornelius, were told that lot had been zoned for single family residences like ours. I did not want to live across from apartments or even townhouses that were already located at the end of my street. Brett Hundman stupidly offered up incorrect information about the plan for single family dwellings, and now of course O’Connor homes is defunct. Probably overrun by Snyder who owns this town – along with State Farm. I am not putting my house on the market for sale with a realtor coming this week, and will likely take a hit on my asking price because these apartments HAVE, it is a fact, LOWERED THE VALUE OF MY HOME. I won’t take a hit because of the economy, I will take a hit because of these apartments.

The more apartments you allow built in this neighborhood of young families, with many dogs included in their families, the more lives you risk and the increase you place in Bloomington of eventual trash moving in to those apartments these permits are allowing to go up.

Subject: Ekstam apartments

From: Melanie Ward (melliemaeward@yahoo.com)

To: trenner@cityblm.org; Citycouncil@cityblm.org; Ward3@cityblm.org; Pace@cityblm.org;

Date: Wednesday, July 17, 2013 9:19 AM

Hello,

My name is Melanie Ward and I am a resident of the McGraw park subdivision. I would like to voice my opposition to building, yet again, apartments in this area. I am not able to attend the meeting on Wednesday at 3:00 since I work.

This area is already congested with traffic and people. These additional apartments would add further congestion to the area. In addition, they current infrastructure of roads is not able to handle the current traffic, let alone the additional traffic these apartments would bring. In an emergency, the people in this neighborhood would be in jeopardy.

Overall, these additional apartments are just not good for the neighborhood, the congestion, additional people additional traffic would cause increased crime and then a decrease in the value of the neighborhood as a whole.

Please vote against the building of these additional apartments for the good of our neighborhood.

Thanks

To whom it may concern,

I am writing this letter in support of the McGraw Park residents and their position against new apartment buildings being built in the nearby areas to McGraw Park. My wife and I lived in McGraw Park from 2010 through May of this year. Part of what factored into our decision to leave the area was the increasing congestion and over population of a small area due to numerous new apartment buildings being built in the immediate area. There is literally one way in and one way out of McGraw Park and the traffic and safety of that road have become increasingly worse. We have a small child and did not want our child growing up in an unsafe and overpopulated area. We also had concerns over what schools that our child would attend as he gets older. In the 3 years that we lived in McGraw Park I believe that the schools that the children from McGraw Park were to attend changed 3 times. This is probably due to the overpopulation of the area due to the apartment buildings. We didn't want to risk our child being moved from school to school. In short, we believe that you really should listen and value the opinions of the residents of McGraw park, many of whom have lived there much longer than any of the apartment buildings have been in that area. It is really not fair to the residents and their children to ignore the concerns and safety issues of adding additional apartment buildings to that area.

Sincerely,

Josh and Megan Lieb
2150 Boulder Drive
Normal, IL 61761

Subject: Rezoning for New Apartments on Ekstam Drive
From: michael thortsen (mthortsen@gmail.com)
To: citycouncil@cityblm.org; jafuin@comcast.net; ward3@cityblm.org; dhales@cityblm.org; trenner@cityblm.org;
Bcc: travelwithpeg@yahoo.com;
Date: Tuesday, July 16, 2013 8:42 PM

All,

I'm writing you to express my concerns regarding the potential rezoning for the new apartment complexes on Ekstam Drive. I'm a home owner at 1114 Rader Run and I'm very troubled with the continued development of apartment complexes in my area. I worry this will have an impact on lowering the value of my home presently and in the future. I also worry about the increase traffic flow that Ekstam Dr. will have, as well as the increase in busing for our school children. Not to mention the increase in the local population. Even today, I continue to see more and more people walking through our neighborhood that I don't know of which I know do not own homes in this subdivision. I can only imagine it will get worse as more and more apartment complexes get built. There are still many unfinished apartments on Cornelius Dr. and Gerig Drive, so we don't even know the impact they will have., let alone the potential of adding even more on Ekstam Dr. There are no parks close by for the current population of children to play so where will the additional children these apartments will bring go to play? This area on Ekstam Dr. is currently zoned commercial and I believe it should stay that way! It was not that long ago when Super Pantry, Hawthorne Park Animal Center and Avantis were built in the area. Given a bit more time I see no reason why more business would not come in to build here. They definitely have enough people with the current population to support it. Frankly, I don't understand why the zoning board is even considering issuing a special use permit to allow these apartments to go in. They definitely aren't thinking about the people like me that currently live in this area and pay their taxes.

I urge you all to think of family's that live in this area and not allow this rezoning to get approved. Thank You.

Disgruntled Homeowner,

Michael Thortsen
1114 Rader Run
Bloomington, IL

Subject: Ekstam Apartments

From: Karen Marquis (markwis3@hotmail.com)

To: citycouncil@cityofbloomington.com; jafuin@comcast.com; ward3@cityblm.org; dhales@cityblm.org; trenner@cityblm.org;

Date: Tuesday, July 16, 2013 6:58 PM

I am writing to you with concerns regarding building the Ekstam apartments. My first concern is the traffic. Traffic problems already exist at Haeffele Way and Gerig Dr and new apartments are still being constructed. There are also several businesses here that also contribute to the traffic problem. In addition, there are only two ways out of this neighborhood. Adding additional apartments is going to contribute to the already existing traffic problem. In addition, there are many children in the neighborhood. The children do not have a safe place to play with the houses close together and the large parking lots for the apartment buildings. In this neighborhood, families are outside walking or riding bikes on a daily basis. I also worry about safety and an increase in crime by adding more apartment buildings.

Sincerely,
Karen Marquis

Subject: McGraw Park concerned with Ekstam apartments
From: Rick Anderson (bigred97@gmail.com)
To: citycouncil@cityblm.org; jafruin@comcast.net; ward3@cityblm.org; dhales@cityblm.org; trenner@cityblm.org;
Cc: andersonrebekah@hotmail.com; travelwithpeg@yahoo.com;
Date: Monday, July 15, 2013 9:25 PM

First of all, I want to thank you all for your service to the community with public office. I realize this is not always an easy job.

I also want to take a few moments of your time to express my (and my family's) concern with the proposal to add additional apartments near our subdivision.

We feel additional apartments are not in the best interest of the single family home owners in the area. From our perspective as residents of the McGraw park subdivision for ten years now, we have witnessed the traffic patterns degrade as additional apartments have been built in place of single family homes.

Even though no parking on this side of the street signs have been posted on Ekstam, there have been cars parked on both sides of the street for many days over the past several months. We feel that once the nearly finished apartments are completed on the west side of Ekstam near Victory Academy, parking and traffic congestion will already be an issue for our subdivision. This is without adding additional apartments on the east side of Ekstam in the same general location.

If it is still possible, I would respectfully request that no additional apartments be constructed in this general area.

Thank you for considering my (and my family's) opinion in this matter.

Sincerely

Rick Anderson

Subject: Fwd: Stop Ekstam Apartments
From: florence.smiley@comcast.net (florence.smiley@comcast.net)
To: travelwithpeg@yahoo.com;
Date: Monday, July 15, 2013 8:29 PM

From: "florence smiley" <florence.smiley@comcast.net>
To: citycouncil@cityblm.org, jafruin@comcast.net, ward3@cityblm.org, dhailes@cityblm.org, trenner@cityblm.org
Sent: Monday, July 15, 2013 8:26:56 PM
Subject: Stop Ekstam Apartments

To whomever,

This is to inform all of you of my concerns with the ongoing construction of apartments/condo on Ekstam. My belief is the apartments that are going up, is due to the influx of people that one of our major Insurance Company's have brought in. In saying this, there is a rumor floating around that this will be stopping do to the problem it has caused with our infrastructure. Where will we be if this is true? You need to STOP and think about this before proceeding. If this is true and you build these apartments and the influx of people stop, who will live in these apartments? who will be able to afford them? This land was zoned for business not housing, should it really be that easy to had out these "special use premits"? Please stop and re-think your positions on building more apartments on Ekstam.

Thank you,

Florence Smiley

Subject: Ekstam Drive Apartments
From: Brian Rohr (brohr@gmail.com)
To: citycouncil@cityblm.org; jafuin@comcast.net; ward3@cityblm.org; dhales@cityblm.org; trenner@cityblm.org;
Bcc: travelwithpeg@yahoo.com;
Date: Sunday, July 14, 2013 11:19 PM

To whom it may concern,

I am a resident in the McGraw Park subdivision. I am opposed to the new apartments that are being proposed on Ekstam Drive. I know there are many concerns about these apartments going up, and my biggest concern is the traffic and congestion. There is only one road in and out of our neighborhood and it is getting busier and more dangerous. With so many people crammed into such a small area, it becomes very difficult to get in and out of the neighborhood. And there are often so many cars parked on Ekstam it can be hard to even see the oncoming traffic. If Cornelius was to be completed and lead out to Airport Rd, it would help a lot, but there don't seem to be any plans to finish construction on it.

Also, the apartments are decreasing the desirability of the neighborhood which will lead to lowered home values. I bought my home last year before the recent apartments on Ekstam and Cornelius went up and my only trepidation was the apartments that were already there, unaware of the plans for so many more. I have heard several McGraw residents remark that they would not have bought here if they knew about them, and nonresidents remark that they would not buy in the future because of them. They strongly detract from the quiet, peaceful, and pleasant place to live that it could and should be. Just the sheer amount of people means it will never be very calm and quiet, and it potentially can lead to increased crime. I bought my home because I had multiple break ins at my apartment I used to live in. I wanted to get away from such concentrated housing.

I propose that businesses be built on Ekstam instead. Shops, restaurants, doctors offices, etc. would be a great thing to have nearby. Or even a public playground for all the children in the existing apartments to play in given that there isn't one within walking distance. Something should be built that will help the existing residents, of which there must be thousands, instead of just increasing that number.

Regards,
Brian Rohr

Subject: Opposing councils upcoming vote on Ekstam apts.
From: Roxann Marling (friskyfriday@yahoo.com)
To: rwells@pantagraph.com; rmoll@wmbd.com; kebehrens@wmbd.com; talk@wjbc.com; news@wjbc.com; willis@wgl.org; news@wgl.org;
Cc: brucehelp@yahoo.com; travelwithpeg@yahoo.com; blakesmom911@msn.com; chloerdmom@aol.com; mike.hobackjdie@statefarm.com;
Date: Saturday, July 13, 2013 2:00 PM

Please see our reasons listed in this email as to why we are opposed. The city council is not willing to change meeting from 3 pm when we have voiced our concerns that people cannot just leave work. These meetings need to be scheduled at times and locations convenient to taxpayers so they can voice their opinions. This is a big reason why these items go unchallenged. Most residents in our neighborhood are young working families or retired/disabled individuals. Why would city council pass this vote when residents clearly do not want it and they are changing their original plan that it be zoned B1 to begin with? I'm sure the city had a plan for this area and it obviously did not include these apartments! Why are special permits allowed? Who is benefiting from this change? Why do we not have someone within the city that represents us as opposing these apartments and fights on our behalf? Why are they allowing the overcrowding of our schools by continually adding more families to this area? Why aren't they required to assist the school system in building more? Our children's educations are at stake here and that ultimately will be a factor in the future of this community! Why can't we get a 1/2 mile of concrete poured to continue Cornelius through so that these 200 + children can get to McGraw park and play and allow residents another exit from the over populated area? We have been promised this road for 10+ years now! Why do they feel two swings and two slides for 200 + children is accommodating? Why after telling us the East side of Ekstam would be no parking did they put up snow route no parking signs instead? They know that we do not deal with city issues on a daily basis and face challenges trying to find the information we need to justify our concerns. We aren't public speakers or people that want to be in the spotlight we did not choose that profession but we are taxpayers and we have rights and we just want to live peacefully in our neighborhood and be able to enjoy the surroundings. We as taxpaying citizens are being taken advantage of and the only people that will benefit from this is those that have a financial investment in these apartments. We can't help but feel discriminated against because we are a lower income subdivision when apartments were attempted a block away on Pamela Drive a much more expensive subdivision and they were able to prevent them due to growth being too rapid! That same growth is occurring around the corner but for some reason it doesn't apply to us! That doesn't even begin to make sense unless it's because they feel our homes are less valuable?! Please help us get answers! Help us share with those that may be affected by these same things later on that voting is important and being involved is the only way to protect your investments!

Roxann Marling

"Friendship often ends in love; but love in friendship - never." -Charles Caleb Colton

Subject: Ekstam Apartments

From: Peggy DeHaven (travelwithpeg@yahoo.com)

To: mayor@cityblm.org; citycouncil@cityblm.org; pac@cityblm.org; ward3@cityblm.org;

Date: Tuesday, July 16, 2013 2:37 PM

To Whom it May Concern:

I am writing regarding the Ekstam Apartments that are set to go again in front of the zoning board on Wednesday at 3 pm. I want to express that the 3 pm meeting really needs to be changed to a later time to allow working families to be able to voice their concerns, not everyone is able to take time off work to attend. After speaking with many neighbors this weekend many want to attend but do to the time of the meeting they are unable to. This meeting time is not convenient.

In regards to the apartments, this area has had so much development in the way of apartments that I feel we really need to slow the growth and leave the properties on Ekstam as B1 zoning. I have lived in my home for 11 years and moved to the area because it was quiet and safe. 95% of us purchased our homes with the understanding that the vacant land immediately south of us would be come homes and mirror our subdivision and continue over to McGraw Park which is located closer to Central Catholic, than the subdivision it was designed for. Since that time we have seen the increase of apartments to the area and no talk of a second exit out for McGraw subdivision. Although we cannot change what has been approved we do ask that the new special use permit be denied and land remain B1, The city engineers claim the streets can handle 6000 cars a day each direction with no parking; the area was not developed to handle the type of traffic it is receiving. There currently is no way to control the speeding and parking issues we continue to have on Ekstam (no parking signs are not obeyed and tickets continue to not be issued). Increasing this population will only add to the increase problems we are having with traffic and parking. Also related to the issue of congestion is the intersection of Haeffle and Rt 9. This intersection definitely was not designed to handle the traffic it continues to receive from the two businesses, Rt 9 traffic turning in, the speeding apartment renters leaving, and normal traffic from our subdivision and others. At certain times of the day this intersection is a MAJOR accident waiting to happen. what can be done to stop this? Stop increasing the population in an over populated area. Not to forget that apartments typically decrease home values over time. We invested money in this neighborhood, who is going to protect our investments?

Another thing is school districts simply cannot handle additional students at this time under the current situation they are in. The schools are so over populated and at this time there is no indication they will be building another school and if they do it will take couple of years before it will be operational. Where do you suppose these children go that will be occupying the current apartments they are building the the additional 88 they are requesting? Enough is enough.

I also have concerns on the apartment exits proposed. They are requested to put up 5 buildings and additional 6 exits onto Ekstam none of which line up with the other apartment complexes across the street. This now increases the exits, if approved, to 10 onto Ekstam within a 1/4 of a mile. That is just too many and will increase to probability of additional accidents of cars entering onto Ekstam during the busy times of the day, which is another concern that needs to be addressed.



FOR COUNCIL: August 12, 2013

SUBJECT: Consider Conceptual Approval for a \$10 Million Street Resurfacing Bond and direct the City Manager to Proceed as necessary

RECOMMENDATION/MOTION: The Administration and Finance Committee recommends that the City Council give conceptual approval to the issuance of a \$10 Million Street Resurfacing Bond.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. Better quality roads and sidewalks.

BACKGROUND: The Administration and Finance Committee (AFC) recommends that the City Council give conceptual approval to the issuance of a \$10 Million Street Resurfacing Bond (see attachments). If approved, the City Manager will engage Bond Counsel and a Financial Adviser to assist in all steps necessary to issue this bond. In the near future the Council will be asked to approve a formal Bond Resolution which will precede any Bond sale.

Among the attachments is a powerpoint presentation presented to the AFC on August 5, 2013. This document shows that the City total debt obligations is declining in accordance with action taken by previous City Councils. Deferred Capital Improvement needs are now approaching \$400 million. Staff is estimating that the Fiscal Year 2015 Budget will be facing \$5 million to \$8 million in expenditure increases. To fund these proposed budget expenditures increases in the property tax, fees for solid waste, sanitary sewer, storm drain and water, and possibly other taxes and fees will be necessary. Revenue projections for FY 2015 will be prepared as we receive six months of actual data (i.e. Nov. and Dec).

While the City has a solid AA bond rating, the City needs to be strategic and cautious in future borrowing for deferred capital needs. Adoption of a 20 Year Comprehensive Capital Improvement Program (CIP) is a critical characteristic of a highly rated municipality. Bond Rating Agencies are anxious to see completion of the City's CIP and will carefully review what revenue source(s) will be used to fund any future borrowing.

ALDERMANIC COMMITTEE BACKGROUND: Discussed at Administration & Finance Committee on July 1st and August 5th. The Committee recommends that the City Council approve conceptually the issuance of a \$10 Million Street Resurfacing Bond.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: David A. Hales, City Manager

Financial reviewed by: Patti-Lynn Silva, Finance Director

- Attachments:** Attachment 1. Presentation
 Attachment 2. Graph of all City Debt From All Sources
 Attachment 3. Credit Ratings
 Attachment 4. Administration & Finance Committee Minutes – July 1 and August 5, 2013
 Attachment 5. Robert Fazzini email
-

Motion: _____ Seconded by: _____

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

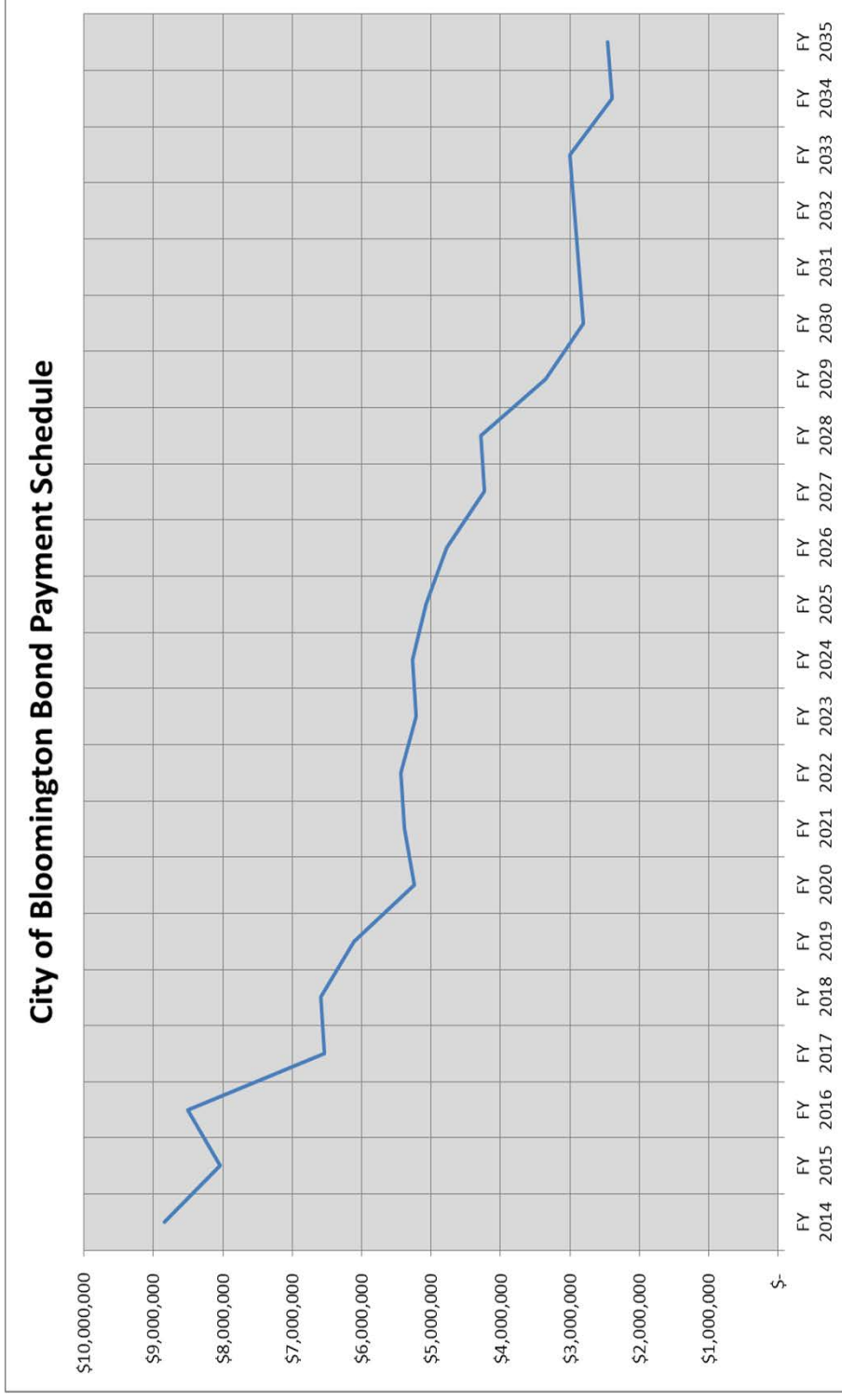
City of Bloomington Debt Overview

August 5, 2013

Patti-Lynn Silva, Finance Director

Current General Obligation Debt

- This exhibit does not include Capital Lease Debt or IEPA Loans Payable.



Key Considerations in Issuing New Debt

- Is it affordable?
 - To evaluate affordability many factors should be considered:
 - Future Capital Needs - possible funding sources
 - Future Operating Needs – absorbing annual debt service
 - Debt Capacity & Debt Ratios
- Preserving the City’s credit rating:
 - Increases the marketability of bonds. Investors are particularly interested in credit ratings in the current environment.
 - Keeps financing costs low.

Note: The City of Bloomington is a solid AA rated community.

Future Capital Needs

Infrastructure:

- \$139 million in Sewer & Stormwater (Locust Colton Included)
- \$100 million in Water Distribution and Supply
- \$60 million in deferred Road maintenance (2011 est.)
- \$2 to \$3 million in Sidewalk Improvements
- \$17 million in New Road Construction (Fox Creek/Bunn/Hershey)
- \$31 million in Parks (includes the Zoo Master Plan)

Note: a water and roads master plan will begin in FY 2015, after which the corresponding impact/rate & fee analysis should occur.

Facilities:

- \$10 million in Fire Facilities
- \$22 million in 39 City Facilities (critical maintenance only)

Note: a full facilities master plan is almost complete (this does not include maintenance for Fire/Library or Coliseum facilities or the replacement of any facility).

Future Operating Needs FY2015

Salary & Benefits:

- \$2.0 million in Salary/Health Insurance
- \$1.6 to \$3.0 million in Police & Fire Pension Contributions
- \$1.5 million with the addition of Engine Company #3 (9FF)

Annual Maintenance:

- \$12.0 million a year in Road Maintenance (rating of Good)
- \$.5 to \$1.0 million a year in Facilities Maintenance

Other

- \$ 2.0 million in potential cash transfers to Solid Waste, Sewer & Storm Water funds.

Strategies for Addressing Future Needs

- Increasing revenues:
 - Sewer, Stormwater, Water, Parks – Rates, Fees, Impact fees
 - Roads – Impact fees, Local Option Motor Fuel Tax
 - General tax increase: Utility Tax, Home Rule Sales Tax, Property Tax
- Borrowing:
 - Issuing new debt
 - Refinancing old debt to provide saving
- Combination/Hybrid Approach:
 - Borrowing & Cash
- Reducing and strategically managing expenditures:
 - The reduction or refinement of these costs is crucial
 - Prioritizing or deferring to a more affordable time
 - Continue to manage expenditures
- Combination of all of these strategies

City Strengths cited by the Credit Rating Agencies

- **Strong Management** – evidenced by strong cost cutting to stabilize the City’s finances, new management and rebuilding of fund balances providing flexibility.
- **Diverse Revenue Stream** – the City’s home rule status provides the ability to increase its revenues as necessary to pay its expenditures and regain structural balance.
- **Stable Economy** – the City benefits from above average wealth levels coupled with low unemployment and a stable tax base.
- **Direct Debt** – the City’s direct debt is moderate and will decline noticeably in the next few years.

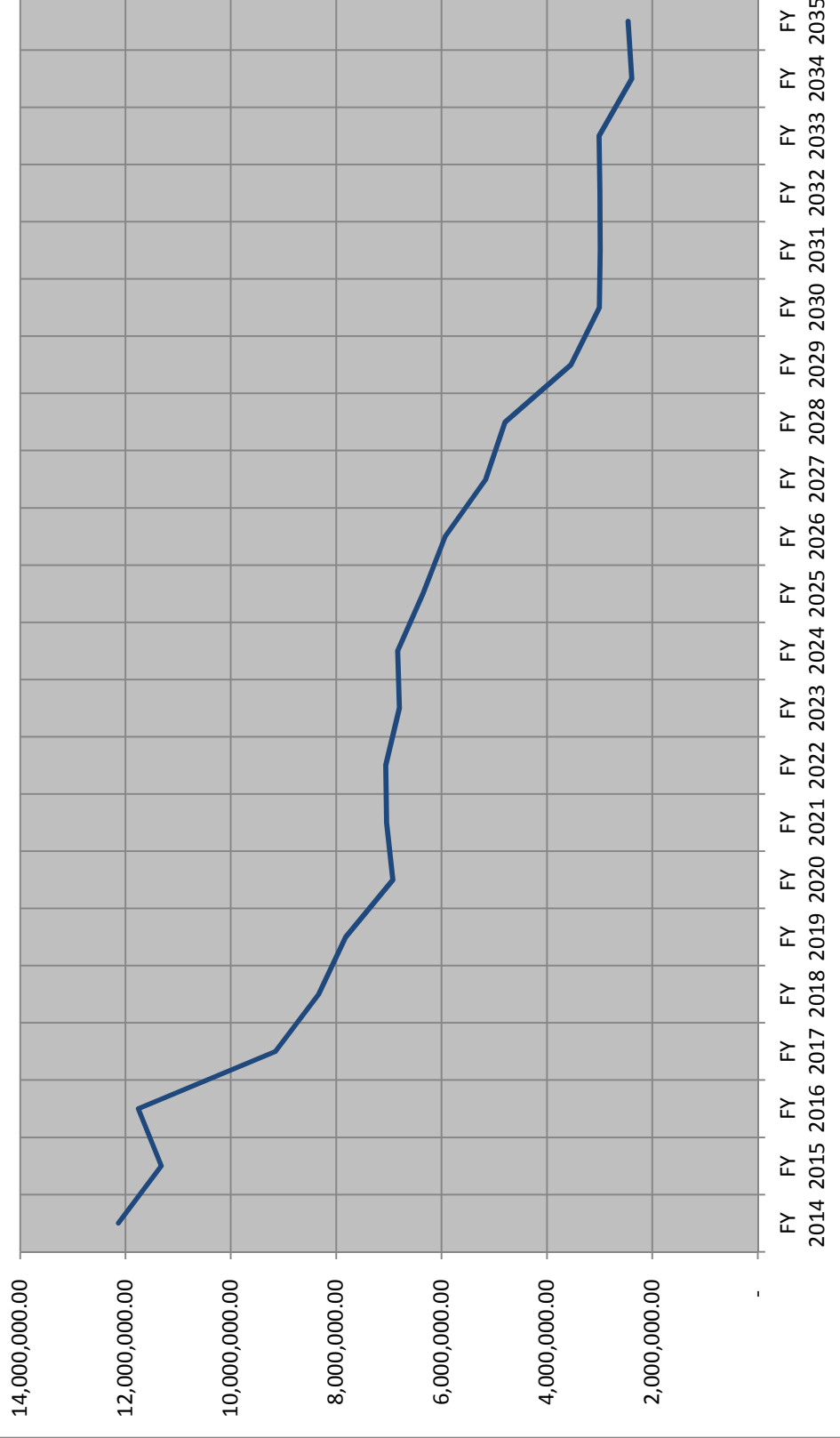
Concerns Offsetting Strengths

- **Pension Concerns** – low funding ratio/high unfunded liability and the likelihood of these obligations creating undue financial pressure in the future.
- **State Farm Concentration** - State Farm is a major employer and tax base contributor. Any future instability at the company could present budgetary pressures.
- **Capital Needs** – the uncertainty of capital needs; the extent of those needs and how much debt will be issued in combination with revenue sources.

Top Ten Characteristics of Highly Rated U.S. Bond Issuers

1. Structural Balance: having a structurally balanced budget. No one-time fixes or use of fund balance to balance the budget.
2. Strong Liquidity – cash flow/reserves and liquidity to quickly protect against economic or unforeseen circumstances.
3. Regular economic and revenue updates to identify shortfalls early.
4. An established rainy day or stabilization fund.
5. Prioritized spending plans and contingency plans for operating budgets.
6. Strong long-term and contingent liability management.
7. A multiyear financial plan and long term financial planning.
8. A formal debt management policy
9. Pay-as-you-go financing as part of a comprehensive (long-term) capital improvement plan.
10. A well defined and coordinated economic development strategy.

City of Bloomington Total Debt From All Sources



Fiscal Year	Total Debt Service	Change Per Year	Change from FY14
FY 2014	12,133,394.67	-	-
FY 2015	11,320,813.42	(812,581.25)	(812,581.25)
FY 2016	11,758,150.18	437,336.76	(375,244.49)
FY 2017	9,152,952.93	(2,605,197.25)	(2,980,441.74)
FY 2018	8,333,774.97	(819,177.96)	(3,799,619.70)
FY 2019	7,820,124.97	(513,650.00)	(4,313,269.70)
FY 2020	6,924,862.47	(895,262.50)	(5,208,532.20)
FY 2021	7,043,628.09	118,765.62	(5,089,766.58)
FY 2022	7,057,774.96	14,146.87	(5,075,619.71)
FY 2023	6,801,025.08	(256,749.88)	(5,332,369.59)
FY 2024	6,835,471.72	34,446.64	(5,297,922.95)
FY 2025	6,351,738.36	(483,733.36)	(5,781,656.31)
FY 2026	5,930,340.05	(421,398.31)	(6,203,054.62)
FY 2027	5,161,037.82	(769,302.23)	(6,972,356.85)
FY 2028	4,791,513.57	(369,524.25)	(7,341,881.10)
FY 2029	3,545,996.98	(1,245,516.59)	(8,587,397.69)
FY 2030	3,005,425.10	(540,571.88)	(9,127,969.57)
FY 2031	2,989,929.21	(15,495.89)	(9,143,465.46)
FY 2032	2,995,525.42	5,596.21	(9,137,869.25)
FY 2033	3,008,250.01	12,724.59	(9,125,144.66)
FY 2034	2,391,212.51	(617,037.50)	(9,742,182.16)
FY 2035	2,461,021.88	69,809.37	(9,672,372.79)

ADMINISTRATION AND FINANCE COMMITTEE
City Hall Council Chambers
July 1, 2013

Council present: Aldermen Scott Black and Rob Fazzini and Mayor Tari Renner.

Council absent: Alderman Mboka Mwilambwe.

Staff present: David Hales, City Manager; Scott Sprouls, Director – Information Services; Todd Greenburg, Corporation Counsel; Kevin Kothe, City Engineer; Patti-Lynn Silva, Finance Director; and Tracey Covert, City Clerk.

Mayor Renner called the Administration & Finance Committee to order at 5:00 p.m. He requested that the Committee elect a chairman.

Motion by Alderman Black, seconded by Mayor Renner to elect Alderman Fazzini as chairman.

Motion carried, (viva voce).

Alderman Fazzini opened the meeting for Public Comment.

Bruce Meeks, 1402 Wright St., addressed the Committee. He addressed the abatement question. There was no balance regarding metrics. The City needed to stop issuing bonds. Such action would impact other potential projects. He cited the impact of bond ratings. The City was headed in a new direction with the same old incentives which had shown that they did not work. The Council needed to look at metrics. The Council was considering short term band-aids.

Alderman Fazzini noted the City's current bond debt, \$80 million. This issue would be addressed by David Hales, City Manager.

Alderman Fazzini closed Public Comment.

MINUTES

Alderman Fazzini requested the following change to the April 1, 2013 meeting minutes. It addressed the utility line warranty, an opt in program versus municipal aggregation which was an opt out program.

Alderman Black questioned if the Committee's minutes had been placed on the City's web site.

David Hales, City Manager, addressed the Committee. City staff was working to address same. He noted that City staff struggled with the number of priority items.

Scott Sprouls, Director – Information Services, addressed the Council. He informed them that City staff had the authority to post same to the City's web site.

Motion by Mayor Renner, seconded by Alderman Black to approved the minutes of the April 1, 2013 Administration & Finance Committee as amended.

Motion carried, (viva voce).

ECONOMIC DEVELOPMENT COUNCIL INCENTIVES PROGRAM

Alderman Fazzini introduced the topic.

David Hales, City Manager, introduced Ken Springer, Bloomington Normal Economic Development Council's (EDC) Director of Research & Client Services. Mr. Hales hoped that the Committee had reviewed the materials that had been provided. There were issues within the state which impacted business attractions. For the City to be competitive, incentives were important. This item consisted of three (3) items: 1.) Limited Discretionary Property Tax Abatement on improvements (PTA); 2.) McLean County New Hire Incentive (NHI); and 3.) McLean County Swift Hire Program. There were roles for the public/private sector.

Ken Springer, EDC's Director of Research & Client Services, addressed the Committee. He noted the EDC's proposal for local incentives. He noted two (2) major shifts: 1.) the state's current financial situation and 2.) the operational focus.

The EDC had a five (5) year plan. The strategy focus was on recruitment and the use of incentives. The goal was to create programs and a framework for the three (3) programs: 1.) incentives; 2.) attract new businesses; and 3.) expand existing businesses. There were property tax abatements, per job grants; and work force training for mass hiring events.

Alderman Black thanked Mr. Springer and City staff for their efforts. These programs represented tools in the tool box. He addressed specific examples. He questioned unsuccessful projects involving tax abatements.

Mr. Springer acknowledged that this had occurred in the past. He addressed standard claw backs with performance expectations. These would be rigidly enforcement.

Alderman Black questioned an investment folding in whole. Mr. Springer believed that for something like this to happen it would involve back luck and fraud. The new process would be transparent and there were enforcement mechanisms.

Mr. Hales cited his experience in Utah with a chip manufacturer. The benefits were prospective in nature and performance based. The business must perform in order for there to be an abatement. There was low risk and the benefits were prospective.

Alderman Fazzini questioned Council and Committee mechanisms.

Mayor Renner noted that the crafting had been surgical. The results may be muddled. The key question was why to relocate. He cited government incentives. He had recently attended

Bloomington Gold in Champaign. Questions had been raised if incentives worked. The City needed to move forward.

Alderman Fazzini questioned if there would be claw backs in all cases. He believed that they might not be necessary and verbage could be adjusted.

Mr. Springer agreed that this could be looked at. All of the taxing bodies would have to adopt the same policies. He appreciated the Committee's feedback.

Alderman Fazzini believed two (2) of the parts were easy. The third part involved a \$100,000 new hire incentive. He was not prepared to take this issue to the Council. He would not support an automatic roll over.

Mayor Renner questioned the roll over. Mr. Springer stated that incentives needed to be reliable and permanent. The City, Town of Normal and McLean County would provide \$33,000 each. This project would be similar to one in Champaign County.

Alderman Fazzini noted Mr. Hales' role to date. Mr. Hales informed the Committee that this item would be presented to the Council at a later date. Dollars would remain with the City regarding the new hire incentive. Dollars would be pooled by the EDC versus each entity budgeting for same. The EDC provided the leg work and performed due diligence. There were two (2) viable options.

Alderman Fazzini recommended that the City examine each one.

Mr. Springer noted that a pool consisting of various entities dollars meant that the money would go where it was needed. There were pros/cons to each.

Alderman Fazzini believed that a coordinated effort was a good idea.

ECONOMIC DEVELOPMENT COUNCIL PROPOSED BLIGHTED AREAS ENTERPRISE ZONE EXPANSION

David Hales, City Manager, addressed the Committee. This item had been removed from the agenda.

CENTRAL ILLINOIS REGIONAL BROADBAND NETWORK (CIRBN)

Alderman Fazzini introduced the topic.

David Hales, City Manager, stated that there were two (2) items: 1.) Customer Service Agreement and 2.) Operating Agreement – City membership.

Todd Greenburg, Corporation Counsel, addressed the Committee. The City would receive a lot of connectivity for the dollars. The City and/or CIRBN could stop service with thirty (30) days notice. There would not be any future changes until after August 1, 2013. CIRBN was currently

managed by Illinois State University (ISU). CIRBN currently had two (2) members: ISU and the Town of Normal. CIRBN would allow the City to expand its broad band network. As of today, CIRBN was up and operating. He recommended that the City move forward.

Mr. Hales believed that this new service's cost would be equal to or lower than the City's current cost with much greater bandwidth. He hoped that the Committee would make a positive recommendation to the Council.

Alderman Fazzini noted that the second item addressed CIRBN membership. Mr. Greenburg addressed the LCC agreement. ISU was a member of CIRBN. The Town of Normal had voted to join. Heartland Community College was discussing same. The City needed to decide whether to join or not. He referred the Committee to his June 28, 2013 memorandum regarding CIRBN membership which listed the advantages and disadvantages of same.

Alderman Fazzini questioned member representation. Mr. Hales recommended that the City's representative be appointed by the Mayor with the Council's approval. CIRBN would have two (2) boards: 1.) policy making and 2.) operational. On the operations side, Scott Sprouls, Director – IS, would be appropriate.

Alderman Fazzini compared the CIRBN Board to the Bloomington Normal Area Convention & Visitors Bureau.

Mr. Hales compared CIRBN to the Bloomington Normal Public Transit System Board. One role of the Board would be control CIRBN's assets.

Alderman Fazzini questioned the time line for these two (2) items.

Mr. Greenburg noted that the Council held the decision making authority. CIRBN service could commence on August 1, 2013.

Mr. Hales agreed that CIRBN membership was a policy decision. He believed that it was important for the City to have a voice. The Board would address issues such as hiring staff versus contracting for services. An RFP (Request for Proposal) might be issued for CIRBN's operating arm. The goal would be to minimize administrative overhead. The public school districts and McLean County had backed out. These entities did not have the authority to become members of an LLC.

Mayor Renner stated that the Town of Normal, Heartland Community College and the City were eligible to be LLC members.

Mr. Greenburg added ISU. He added that non for profits were also eligible for membership.

Motion by Alderman Black, seconded by Mayor Renner to recommend the approval of CIRBN's Customer Service Agreement and Member Agreement to the Council.

Motion carried, (viva voce).

Mr. Hales informed the Committee that these two (2) items would be placed on a July 2013 Council meeting agenda.

PENSION LIABILITIES & ANNUAL CONTRIBUTORY RATE POLICY

David Hales, City Manager, introduced this topic. Additional scenarios would be presented (at \$2 million, \$2.5 million and \$3 million). Illustrations/information had been prepared.

Patti-Lynn Silva, Finance Director, addressed the Committee. Today's presentation would be an expansion on previous ones. She reviewed the summary sheets.

Alderman Fazzini noted his suggestion regarding ninety percent (90%) versus 100%. He also addressed level dollars versus level contribution.

Ms. Silva noted staff's recommendation for the 100% funding level with managed contributions. She cautioned the Council not to adopt an intention not to fully fund. The State of Illinois was being sued for adopting a ninety percent (90%) level of funding. The Council would need to review the assumptions annually to determine what was affordable. The City had a variety of liabilities. The Council would need to manage the contribution level. Additional funding beyond the minimum contribution would be helpful. She restated that the annual contribution must be affordable. She addressed the level percent of pay as affordable as a percent of earnings it would be 6.75%.

She addressed Scenario 1 and described it as a do nothing approach. Scenario 2. Policy Contribution, Level Dollar Basis; and Scenario 3. Policy Contribution, Level Percent Basis. The level percent was more manageable. She noted the percentage of the General Fund budget, (FY 2014 7.9% and FY 2040 16%). A phased in approach would address balance and spread the cost. She directed the Committee to Scenario 3a. Policy Contribution (Level Percent) with \$2 million total phase-in. She noted the \$2 million contribution per year. She directed the Committee to the Variance column. She described this scenario as the most affordable. The City must be able to meet its other needs.

Alderman Fazzini addressed the level percentage approach. The City was a growing community. More people would result in additional revenue. He believed that the level percentage method would be more affordable.

Ms. Silva noted that the Council would need to levy for the pensions. The Council could also seek other revenue sources.

Mr. Hales reviewed the bar graphs which had been provided to the Committee. The funding increase would be \$2 million per year. The trend was positive. These two (2) pension funds, (Police and Fire), equaled forty percent (40%) of the City's work force. He noted that the City had significant needs from staffing to infrastructure. Pension funding was a justified use of the property tax levy. The City must comply with state law. These pensions were part of the cost of providing public safety services. There was pressure on the General Fund. There were other needs/costs, (streets, infrastructure, etc.). The Council needed to send a message that the City

had a plan which would increase the funded ratio. He restated that using the property tax levy for pensions was an appropriate use of same.

Alderman Fazzini questioned the time line to present this information to the Council.

Mr. Hales recommended that the Council hold a Work Session in August 2013.

Alderman Black expressed his opinion that the sooner a Work Session could be scheduled the better. Mayor Renner echoed Alderman Black's comments.

Ms. Silva noted that a policy would need to be drafted. The estimated tax levy would be presented in September 2013.

Alderman Fazzini recommended that a limited number of scenarios with a list of variables be presented at the August Work Session. He added that the 6.75% interest rate appeared high. He noted that the City would start with a forty (40) year time frame.

Ms. Silva noted that Art Tepfer, Tepfer Consulting Group, Ltd., used 7.25 % and the State of Illinois used 6.75%.

Alderman Fazzini restated his belief that the City should use the level dollar basis with a 90/100% funded ratio. He was concerned with the number of options.

Mr. Hales noted that staff's focus had been on the level percent basis. He stated his intention to take Scenarios 3a. Policy Contribution (Level Percent) with \$2 million total phase-in; Scenario 3b. Policy Contribution (Level Percent) with \$2.5 million total phase-in; and Scenario 3c. Policy Contribution (Level Percent) with \$3 million total phase-in. A sensitivity analysis would be completed with its impact upon the property tax levy. Rebecca Sielman, Milliman Principal and Consulting Actuary, would attend the Work Session.

Alderman Fazzini thanked staff for the good work. City staff had provided good direction. The Council needed to fund pensions first. Pensions needed to be funded above the statutory minimum.

Ms. Silva stated that the rating agencies were waiting for Council action regarding pensions.

Alderman Fazzini noted that the Pension Funding Policy would be adopted. The City would be the first to adopt same and it could be shared with other municipalities in the state.

STREET RESURFACING \$10 MILLION BORROWING

Alderman Fazzini introduced the topic. He added that there were reasons why the City should do this. He cited financial and job related. In addition, the situation was to pay now or pay more later. The City would issue \$10 million in bonds over fifteen (15) years.

He stated that City streets were deteriorating faster. The City had reached \$4 million dollars for street resurfacing, a ten (10) year high. Funding at this level meant that the City was in a catch

up stage. The City needed to be better. The question for him was why the City should not take this action.

David Hales, City Manager, addressed the Committee. The City was catching up. The City had never been at this level, an annual budget of \$4 million. The focus in the past had been on new growth and providing assistance to the developers. The City had deferred infrastructure maintenance. He specifically cited streets and sewers as examples.

The report for the Sewer (Sanitary & Storm) Master Plan would be available soon. At this time, the City did not have a comprehensive Capital Improvement Program. Street resurfacing was a critical need. A key question was how much could be accomplish in a given year. Alderman Fazzini had proposed a \$10 million bond issue. The City could not complete \$10 million in street resurfacing this summer. City staff could begin to prepare for 2014. The preparation would also consider underground infrastructure, (i.e. water main, sewer mains, etc.). A bid could be issued during the winter 2013/spring 2014. City staff with the Council's support would look at various ideas regarding bond issuance. City staff had not even prepared a map of potential projects. The full Council would need to support issuing bonds. City staff would focus on arterial and collector streets.

Kevin Kothe, City Engineer, addressed the Committee. City staff would work to pull together a list of potential streets. Street resurfacing would involve the coordination of water main and/or sewer main projects. The more money available, the more coordination involved. A reasonable goal would be to have a bid ready by winter 2013.

Mr. Kothe provided some historical information. In the 1990's/2000's: there were miles of new infrastructure. In the past the best roads were made with concrete. The concrete for this period has not lasted as well as the concrete from the 1970's. He cited Trucker's Ln. as an example which was in better shape than Caroline St. City staff had been working with outside agencies to determine the cause. Streets constructed with concrete needed to be resurfaced sooner.

Mayor Renner noted that City staff was recommending starting work on a project list for bonds to be issued at a later date. Staff's goal was to start work in March 2014.

Mr. Hales introduced Patti-Lynn Silva, Finance Director.

Patti-Lynn Silva, Finance Director, addressed the Committee. She provided the Committee with handouts. The Preliminary Estimates handout addressed significant expenses. Ms. Silva described it as a FY 2015 tickler list. The list contained the following items: 1.) Employee Benefits; 2.) Public Safety; 3.) Public Works; 4.) Water; 5.) Revenue Decrease; 6.) Solid Waste; 7.) Utility Rates; 8.) Major Street Construction Projects; and 9.) Outstanding GOB, (General Obligation Bond), Debt. The first item also included OPEB, (Other Post Employment Benefits), and health benefits. Under the fifth item, the .0025% sales tax would sunset, this item represented \$2.8 million. Under the ninth item, there was \$80 million in outstanding debt. Ms. Silva believed that on a per capital basis this debt was reasonable.

The Committee needed to connect this item, (\$10 million bond issue), to a long term plan. The Council needed to have a goal. The City could not afford any surprises. There were competing interests.

Mr. Hales added that items might have to be viewed in combination. He addressed Item 3b. Sanitary Sewer/Storm water - \$84 million in critical projects over the next 20 years. This item included I & I, (Inflow and Infiltration). This was a great concern which needed to be solved. This issue was on the City's east side. It was an immediate concern which could impact building. The City might need to issue bonds for streets and sewers. The Council had stated that infrastructure was a priority.

Mayor Renner believed that it might be easier to sell a gasoline tax. City residents would know that the percentage paid would be used to repair City streets. He noted the burden on the property tax. The Council would need to address the revenue mix. The City's utility tax rate was lower than the Town of Normal. The Council had not addressed revenue enhancements. Affordability would be an issue. The Capital Improvement Program would need a financing plan. The City needed to show the need, prioritize projects, determine the timing, and find the revenue stream. This was a growing City.

Alderman Fazzini returned to borrowing \$10 million over fifteen (15) years. The annual cost was estimated at \$780,000. The City's current budget included \$4 million for street resurfacing. These dollars could be freed up and put to use somewhere else in the City.

Mayor Renner noted that the City would need \$4 million for street resurfacing in FY 2015 and FY 2016. He had advocated for the \$10 million bond issue.

Alderman Black stated that street repair had been a common theme. He would not support issuing bonds for pension funding. He would support a bond issue for street resurfacing.

Motion by Alderman Black, seconded Alderman Renner to support a \$10 million bond issue for street resurfacing with a fifteen (15) year payback.

Motion carried, (viva voce).

Mr. Hales noted that this item would be added to the July 8, 2013 Work Session Agenda.

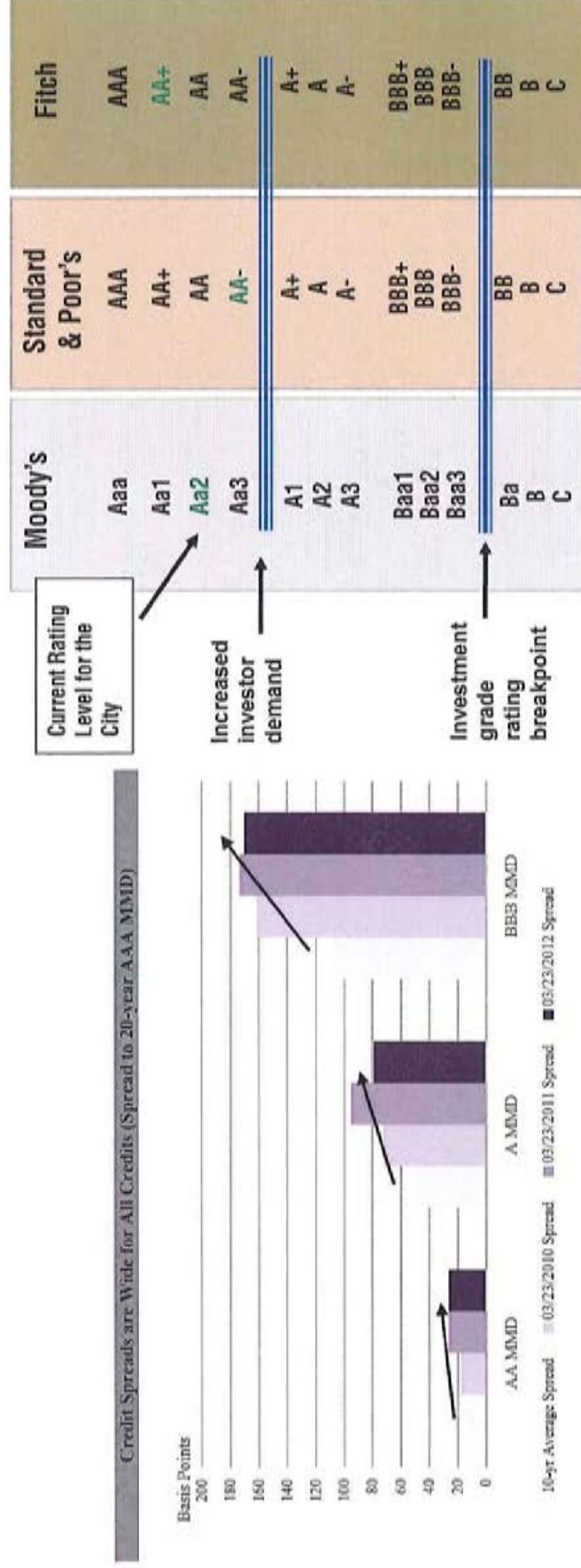
The meeting adjourned at 6:22 p.m.

Respectfully submitted,

Tracey Covert
City Clerk

CREDIT RATINGS MATTER: Investors Are Particularly Sensitive to Credit Ratings in the Current Credit Environment

- Issuers with strong independent credit ratings enter the market from a position of strength.
 - With all of the much discussed credit market dislocation, investors have truly been rewarding those issuers that have "kept their house in order"
- Credit ratings directly impact financing costs.
 - An issuer's borrowing rates are largely determined by the issuer's credit rating, although other factors are involved.
 - Investor demand is significantly greater for "AA" rated debt as apposed to single "A" rated debt.



To: <citycouncil@cityblm.org>
From: "Robert Fazzini" <robert.fazzini@gmail.com>
Date: 07/06/2013 12:06PM
Subject: \$10 million bond for streets

Upon review of the revised schedule for the Work Session, I would like to provide the information below regarding the \$10 million bond to be used for street (and possibly sewer) repair within the next year. This is in addition to the information provided in item #15 of the Work Session package.

STREET RESURFACING \$10 MILLION BORROWING:

My only question is how much money has the City of Bloomington spent on streets in each of the past 10 years? This will support what caused our current street deterioration situation which will continue to worsen unless significant dollars are spend to take the corrective action necessary to reverse the trend.

Below is my reasoning for recommending that the City of Bloomington consider issuing a tax exempt municipal bond for \$10 million dedicated solely for street work. The City of Bloomington has a unique opportunity to take advantage of the current low interest rate environment. The reasons this opportunity exists are:

1. The City of Bloomington streets are in below average condition as demonstrated by the fact that we find it necessary to have a pothole hot line. We know of no other community that have streets in such condition that a pothole hot line is necessary.
2. The City of Bloomington bond rating of AA+ merits favorable bond rates.
3. The City of Bloomington cash position allows for absorbing annual debt service for a \$10 million bond of approximately \$780,000 annually for 15 years at a current interest rate of 2.07%.

Following are the purely financial reasons to do a \$10 million bond for use solely for streets:

1. The current historically low interest rate environment.
2. The City of Bloomington financial capacity to make the annual bond debt payments of approximately \$780,000.
3. The annual debt payments will be made with cheaper dollars because the inflation rate will likely be higher than the interest rate.

Following are the job related reasons to do a \$10 million bond for use solely for streets:

1. Construction materials will be less expensive now than in later years.
2. Bigger jobs will allow for better negotiations leading to more discounts.
3. Spending \$10 million from the bond issuance added to the \$4 million already allocated in the budget for streets will likely reverse the trend in recent years of having our total street quality continue to deteriorate. Without this large catch up on street work, the City of Bloomington will inevitably need to spend this \$10

million and more out of the natural annual budgets without the satisfaction of any reversal of the trend of deterioration.

4. This will give the City of Bloomington the opportunity to outsource a small portion (likely under \$2 million) of the work without having any layoffs with our current work force. This is a model of the kind of outsourcing of work that we should be considering.

Finally, I would think that the morale of the Public Works Department would be significantly improved. Instead of always being behind and falling further behind every year even with \$4 million from the natural budget process, our people would be able to catch up and actually start to make improvement in the overall quality of our streets when the one year of the \$10 million of work is completed. In addition, the reputation of our leadership will be greatly enhanced when our citizens see the immense and immediate improvement in the City of Bloomington streets. Therefore, the question should not be whether the City of Bloomington can afford a \$10 million bond to be spent on streets during the next year. The question should be can we afford not to issue a \$10 million bond for streets as soon as possible. It is with support of all of the above information that I propose the issuance of a \$10 million tax exempt bond payable over 15 years.

Robert B. Fazzini



FOR COUNCIL: August 12, 2013

SUBJECT: FY2014 Action Plan

RECOMMENDATION/MOTION: That the FY2014 Action Plan be Adopted.

STRATEGIC PLAN SIGNIFICANCE: This plan will support all 6 of the City’s Major Goals.

- Goal 1. Financially Sound City Providing Quality Basic Services
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 3. Grow the Local Economy
- Goal 4. Strong Neighborhoods
- Goal 5. A Great Place – Livable, Sustainable City
- Goal 6. Prosperous Downtown Bloomington

BACKGROUND: The FY2014 Action Plan was presented at the Council Work Session on July 8th. Council was asked to give their input over the last few weeks. The attached Plan is the result of Council and Staff input.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Katie Buydos, Executive Assistant

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. FY2014 Action Plan

Motion: _____ Seconded by: _____

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

ITEM 8C. FY 2014 ACTION AGENDA

THIS ITEM WILL BE AUGUST 9, 2013