



CITY OF BLOOMINGTON

WORK SESSION CITY COUNCIL MEETING NOTICE

109 E. OLIVE, BLOOMINGTON, IL 61701

MONDAY, June 8, 2015; 5:45 – 6:45 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. DISCUSSION TOPIC

- A. Reconsideration of Parkland Dedication Fees. (*Recommend that Council provide direction to staff on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.*) Remarks by Larry Bielfeldt, (5 minutes Presentation, 10 minutes Discussion)
- B. Review and discussion regarding Budget Task Force Meeting philosophy on the organizational structural deficit and priority based budgeting. Alderman David Sage (*30 minutes Presentation and Discussion*)
- C. Review and discussion regarding the City of Bloomington Vision, Mission and Goals. Alderman Diane Hauman, (*15 minutes Presentation and Discussion*)

5. ADJOURNMENT

Work Sessions are devoted to the subjects of which the preliminary receipt and discussion of information is deemed appropriate. Although work sessions are primarily designed for informational purposes and discussion amongst the City Council, a polling of the City Council may be undertaken for conceptual approval and/or support. This polling may be done through motion and vote of the matter under discussion.

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**CITY COUNCIL WORK SESSION MEETING
AGENDA ITEM NO. 4A**

FOR COUNCIL: June 8, 2015

SUBJECT: Reconsideration of Parkland Dedication Fees

NOTE: This matter was before the City Council on March 9, 2015, however there was an apparent miscommunication with Mr. Bielfeldt on whether the issue was going to be discussed at said meeting. Accordingly, Mr. Bielfeldt requested another opportunity to address the request directly with the City Council. The following information and attachments are reproductions of what was provided to the City Council for the March 9, 2015, meeting.

RECOMMENDATION/MOTION: Recommend that Council provide direction to staff on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services. Goal 5: Great Place to Live—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a: Budget with adequate resources to support defined services and level of services. Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Council approved the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition Final Plats at the January 12, 2015. Included in the packet were memos detailing tap on fees required prior to the release. The developer is now questioning the Parkland Dedication Fee.

There is a long history of Parkland Dedication within the City. City Code chapter 24 section 7.2 and 7.3 speak to parkland dedication and fees in lieu of. Section 7.2 provides as follows:

As a condition of approval of a final plat of a subdivision code, each owner, subdivider or developer or property with a residential zoning classification, shall be required to dedicate land for park and recreational purposes, to serve the immediate and future needs of the residents of the development or to contribute cash in lieu of said actual land dedication, or to make a combination of cash and contribution and land dedication at the election of the City.

On November 26, 2001, Larry Bielfeldt, developer entered into an Annexation Agreement with the City through the Council at a Council Meeting. Section 2E of the agreement states as follows:

Bielfeldt shall meet the Parkland Dedication requirements by dedication of trail right of way and the payment of a fee in lieu based on actual density as determined at final platting rather than maximum density as permitted by City's zoning code. No parkland fees will be collected for areas Zoned C-1 or B-1 unless the land is devoted to residential use.

The City Code, Chapter 24 section 7.2 (c), provides: the City shall apply the population ratio of 1 acre of land for 100 ultimate population with the development or area to be subdivided times the fair market value as established in section 7.3 of this Code.

Fair Market Value (FMV) for this land is based on the purchase of 137.719 acres of the Kelley Farm for \$4,000,000. FMV is \$29,044 per acre. The Sapphire Lake 3rd Addition will be single family homes with a 2.34 population density. Hawthorne 12th Addition will be an assisted living facility with population density of 84 beds. Applying the above code the calculations are:

$2.34 + 84 = 86.34$ population density. FMV is \$29,044. Based on actual density not maximum
 $\$29,044. * .8634 = \mathbf{\$25,076.59}$.

Mr. Bielfeldt submits that although the Annexation Agreement requires a fee in lieu of be paid for parkland dedication, such provision should be waived since he has dedicated three (3) acres to the City for parkland in the subdivision. Mr. Bielfeldt purchased the property from Frances Kelley through a contract dated April 10, 2001. As part of that contract, he was required to dedicate a certain amount of acreage as a park on the Kelley homestead property. Specifically, Section 12(H) of the contract provided as follows:

Buyer agrees that when he acquires the tract or tracts on which the improvements are located, he will not remove any of the trees located around those improvements and further agrees that he will dedicate at least three acres of the old homestead area located on one or more of the tracts as a public park and will allow Seller, at Seller's expense, to place a memorial stone on such dedicated park land memorializing Seller's family.

Frances Kelley filed a lawsuit against Mr. Bielfeldt to ascertain that parkland dedication, which was made and accepted by the City in 2014. In the final court ordered settlement, Frances Kelley agreed to a smaller dedication of Parkland (approximately 2.41 acres) than the original agreement specified. Mr. Bielfeldt believes that the dedication should be waived due to the agreement/lawsuit with Frances Kelley. As calculated above, the fair market value for this land is \$29,044 per acre.

$\$29,044 * 2.41 = \mathbf{\$69,996.04}$

It is City staff's position that the agreement between Mr. Bielfeldt and Frances Kelley are unrelated. Mr. Bielfeldt had already entered into the agreement with the Kelley family prior to the Annexation Agreement. Accordingly, it is believed the parties intended for Land Dedication under the Kelley contract to be a separate Parkland Dedication.

The potential options for resolving this issue are as follows:

- 1) Require Mr. Bielfeldt to pay \$25,076.59 as required by the Annexation Agreement.
- 2) Amend the Annexation Agreement to either permit the donation of the 2.41 acres as an option in lieu of paying a fee or allowing the value of the dedication to offset the fee required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Developer Larry Bielfeldt and Don Adams, Farnsworth Group.

FINANCIAL IMPACT: Option 1 would result in receiving \$25,076.59 from Mr. Bielfeldt which would be placed in the Park Dedication Fund – Property Owner Contribution account (24104100-57320). The City Parks and Recreation Master Update and Approved by Council January of 11, 2010 Defines 8 Neighborhood Planning Areas (NPA). The fees in lieu of land are for NPA 1 area. The fees in lieu of land historically have gone in to the Park Dedication Fund and are managed in accordance with the code to serve the immediate and future recreational needs of the said area. Option 2 would result in the City receiving no revenue.

Respectfully submitted for Council consideration.

Prepared by: David Lamb, Assistant Superintendent of Parks

Reviewed by: Robert Moews, Superintendent of Parks

Reviewed by: Jim Karch, PE CFM, Public Works Director

Financial & Budgetary review by: Carla A. Murillo, Budget Manger

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Purchase Agreement
Attachment 2. Annexation Agreement
Attachment 3. Sapphire Lake Tap on Fees
Attachment 4. Hawthorne Commercial Tap on Fees
Attachment 5. Kelley Settlement Map
Attachment 6. Sapphire Lake Map
Attachment 7. Hawthorne Commercial Map
Attachment 8. March 9, 2015 Minutes Proceeding regarding Parkland Dedication Fees

Motion: N/A (Council direction sought)

Motion: Seconded by:

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

Seller Frances S. Kelley

Buyer Larry D. Bielfeldt

Social Security No. or FEIN

Social Security No. or FEIN

1021 North Oak Street
Address

3004 G.E. Road
Address

Normal, IL 61761
City/State/Zip

Bloomington, IL 61704
City/State/Zip

David C. Wochner 828-4310
Attorney/Telephone

Frank Miles 828-7331
Attorney/Telephone

308 East Washington Street
Street, P.O. Box

P.O. Box 3067
Street, P.O. Box

Bloomington, IL 61701
City/State/Zip

Bloomington, IL 61701
City/State/Zip

CONTRACT FOR EXCHANGE/SALE OF REAL ESTATE

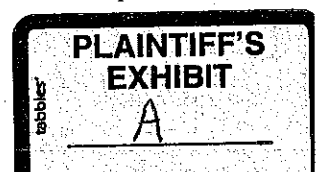
THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS AGREEMENT is entered into between Frances S. Kelley, hereinafter referred to as Seller, and Larry D. Bielfeldt, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION:** Seller owns 138 acres more or less as legally described on Exhibit A attached hereto and made a part hereof. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, all of the property described on Exhibit A in accordance with the provisions of this agreement.

2. **SEPARATE SALES:** Seller intends to use her best efforts to find replacement property and effect tax deferred simultaneous exchanges; therefore, the parties agree that the property described on Exhibit A will be exchanged with or sold to Buyer over a period of years as six separate tracts defined on Exhibit B attached hereto and made a part hereof. The parties further agree that the exchange or sale of each tract will be completed no later than the March 1 set forth in paragraph 3.

Upon finding replacement property to effect a simultaneous exchange for all or part of one of these six tracts, Seller may require Buyer and Buyer agrees to contract for and to complete



the purchase of the replacement property and subsequently exchange it for one or part of one of the tracts before the scheduled March 1 closing date set forth in paragraph 3.

3. **PURCHASE PRICE AND PAYMENT:** The total purchase price for the premises described on Exhibit A is \$4,000,000 which shall be paid in the following manner for each of the six parcels:

TRACT	PRICE PER ACRE	NO. OF ACRES	TOTAL PURCHASE PRICE	CLOSING ON OR BEFORE
#1	\$17,000	55.57±	\$945,000	March 1, 2002
#2	\$44,460	20.58±	\$915,000	March 1, 2003
#3	\$33,796	15.83±	\$535,000	March 1, 2004
#4	\$33,796	15.83±	\$535,000	March 1, 2005
#5	\$33,796	15.83±	\$535,000	March 1, 2006
#6	\$33,796	15.83±	\$535,000	March 1, 2007

In the event Seller elects to require Buyer to purchase a part of one of the six tracts prior to the designated March 1 closing date, in order to complete a simultaneous exchange, the purchase price for that part shall be the price per acre as set forth in this paragraph 3 and the balance of the purchase price for that tract as set forth in this paragraph 3 shall be paid by Buyer when the balance of that tract is conveyed to Buyer.

4. **DOWN PAYMENT:** Upon the execution of this agreement, Buyer shall deposit 5% of the purchase price of Tract #2 (\$45,750) into an interest bearing account (savings, money market or certificate of deposit) at a local financial institution to be titled in the name of Buyer and Seller and bearing Buyer's social security number. No funds may be withdrawn from this account unless both Seller and Buyer authorize the withdrawal in a writing delivered to the financial institution. All interest on the account shall accrue for the benefit of Buyer so long as Buyer is not in default under any of the provisions of this contract. If Buyer defaults on any provision of this contract, the balance in the account and all interest earnings thereon shall be payable to Seller. This down payment may, at Buyer's election, be applied against the purchase price of Tract #2 or against the purchase price of any replacement property which Buyer is required to purchase for Seller pursuant to the exchange provisions of this agreement as the case may be. At all times after the purchase of Tract #2 and until the purchase of Tract #6, Buyer shall maintain a balance in this interest bearing account of \$26,750 representing 5% of the price for each of the remaining tracts. The interest accruing in the account may be withdrawn annually by Buyer so long as he is not in default under any provisions of this agreement. Such withdrawal of interest shall require the written consent of Seller.

5. **EVIDENCE OF TITLE:** Not less than 10 days prior to the closing on each tract, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Seller and issued to Buyer after delivery of deed.

6. **DEED:** Seller will cause title to each of the tracts to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed upon payment being made as herein provided, on or before the date of the closing set forth in paragraph 3 above.

7. **POSSESSION:** Buyer shall be entitled to possession of each tract upon payment for such tract as provided in paragraph 3 above and shall be entitled to all growing crops thereon following such payment; however, Buyer shall reimburse Seller for all of Seller's expenses in planting the growing crop including, but not limited to, fertilizer, seed, chemicals and herbicides. Seller shall retain possession of all other tracts until the date of closing. After reasonable notice to Seller, Buyer shall have the right to go upon any of the tracts for the purpose of surveying the same or conducting soil tests; however, any damage done to Seller's growing crops by Buyer or anyone else at the request of Buyer going upon the premises for the purpose of doing soil tests or surveying the property shall be paid by Buyer to Seller. Nothing herein contained, however, shall give Buyer any right to enter any of the improvements located on the premises until Buyer has paid for the tract on which the improvements are located.

8. **TAXES:** Seller shall pay all real estate taxes for any year on any tract for which Seller gets the farm crop. Buyer shall pay all real estate taxes for any year on any tract for which Buyer gets the growing crop. Buyer shall pay all real estate taxes for each year on any tract on which the closing takes place on the scheduled March 1.

9. **ENCUMBRANCES:**

A. Mortgage, if any, shall be satisfied out of purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

10. **FINANCING:** Buyer acknowledges that he has the necessary financing to complete the purchase of each of the tracts described herein and that this contract is not subject to him obtaining financing.

11. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

- A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;
- B. Additional Warranties: NONE

12. **ADDITIONAL PROVISIONS:**

- A. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;
- B. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- C. Notwithstanding the provisions of paragraph 3 relating to the closing dates for the respective tracts, Seller shall have the right to require Buyer to close the purchase of a part or all of each tract prior to the designated March 1 closing date; however, Seller may not require Buyer to close the purchase of any tract more than twelve months in advance of the designated March 1 closing date. However, nothing herein contained shall require Buyer to close on the purchase of any part or all of a tract earlier than 12 months prior to the scheduled March 1 closing date. Seller intends to use her best efforts to locate replacement property prior to the respective closing dates in order to effect a tax free simultaneous exchange for each of the tracts and upon locating such replacement property, Seller will promptly give notice to Buyer and Buyer agrees to close the purchase within thirty (30) days after receipt of such notice so long as it is not earlier than 12 months prior to the scheduled March 1 closing date.
- D. To facilitate Seller's tax free deferred exchanges, it is agreed between Seller and Buyer that at the option of Seller, Buyer will acquire other property of like kind to the property described herein and exchange same to Seller for part or all of the next tract. Trade property may comprise more than one

parcel. Buyer will not be required to incur costs or expenditures in the acquisition of replacement property at the request of Seller in excess of the total cost of the land subject to this agreement except upon satisfactory proof to Buyer that Seller can and will reimburse Buyer for any excess cost for expenditures at final closing. Seller shall have to the date of closing of each tract to select the property Seller desires to receive in exchange. Buyer agrees to acquire legal or equitable title to the replacement property at the request of Seller, so that an exchange may be consummated at the time of closing. In the event that such property cannot be found by the designated March 1 closing date, the sale shall proceed as a sale according to the terms herein set forth or at the election of Seller shall be handled as a non-simultaneous deferred exchange on terms acceptable to Seller and Seller's counsel. Seller shall have the responsibility for examining the title to any replacement property received by Seller to determine whether or not it is merchantable. If Buyer is required by the terms of this agreement to acquire replacement property to exchange for the property Buyer is acquiring hereunder, Buyer shall have no responsibility for any defects in the title to such replacement property unless such defects are caused by an act or condition of Buyer at the time of the exchange. Seller shall at all times remain responsible for the condition of the title to the property ultimately transferred to and desired by Buyer, including such defects as might occur should Seller complete an exchange so that the Buyer receives title from a third party;

- E. The parties anticipate that it will be necessary to survey each tract or portions of each tract in order to have an adequate legal description to be used in all deeds to be executed by Seller. All such surveying costs necessary to have an adequate legal description for conveyancing purposes shall be paid by Buyer;
- F. The parties acknowledge that one or more of the tracts are improved with certain buildings and until Seller has conveyed the title to the tract or tracts on which such buildings are located, Seller shall be entitled to remove any part or all of any such buildings;
- G. Notwithstanding the closing dates set forth in paragraph 2, Seller agrees that Buyer shall have the right to close on the purchase of Tract #6 at any time on or after March 1, 2006;
- H. Buyer agrees that when he acquires the tract or tracts on which the improvements are located, he will not remove any of the trees located around those improvements and further agrees that he will dedicate at least three acres of the old homestead area located on one or more of the tracts as a public park and will allow Seller, at Seller's expense, to place a memorial stone on such dedicated park land memorializing Seller's family;

I. Buyer acknowledges that no real estate commission is due any party on this transaction and Buyer agrees to indemnify Seller and hold Seller harmless from any obligation to pay any real estate commission in connection with this transaction.

13. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this Contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

14. **PREPARATION AND APPROVAL:** This Contract was prepared by David C. Wochner, Seller's attorney, and approved by Frank Miles, Buyer's attorney.

15. **SETTLEMENT:** Closing shall be held at the office of Buyer's lending institution, or such place as the parties may agree.

16. **TOXIC OR HAZARDOUS WASTE:** Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as stated in the Residential Real Property Disclosure Report.

17. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

18. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect (a) to retain the down payment as full compensation for all loss or (b) to pursue any available remedy.

19. **ENTIRE AGREEMENT:** This contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this contract merge with and are superseded by this contract.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

IN WITNESS WHEREOF, the parties to these presents have executed several counterparts of this Contract, of equal effect.

SELLER

BUYER

4/10/01
Date

U

3-30-01
Date

The above-named designated Escrowee hereby accepts the Escrow on the terms and conditions heretofore set forth.

ESCROWEE

EXHIBIT A TO CONTRACT OF SALE OF REAL ESTATE BETWEEN FRANCES S.
KELLEY AND LARRY D. BIELFELDT

LEGAL DESCRIPTION OF SELLER'S PROPERTY

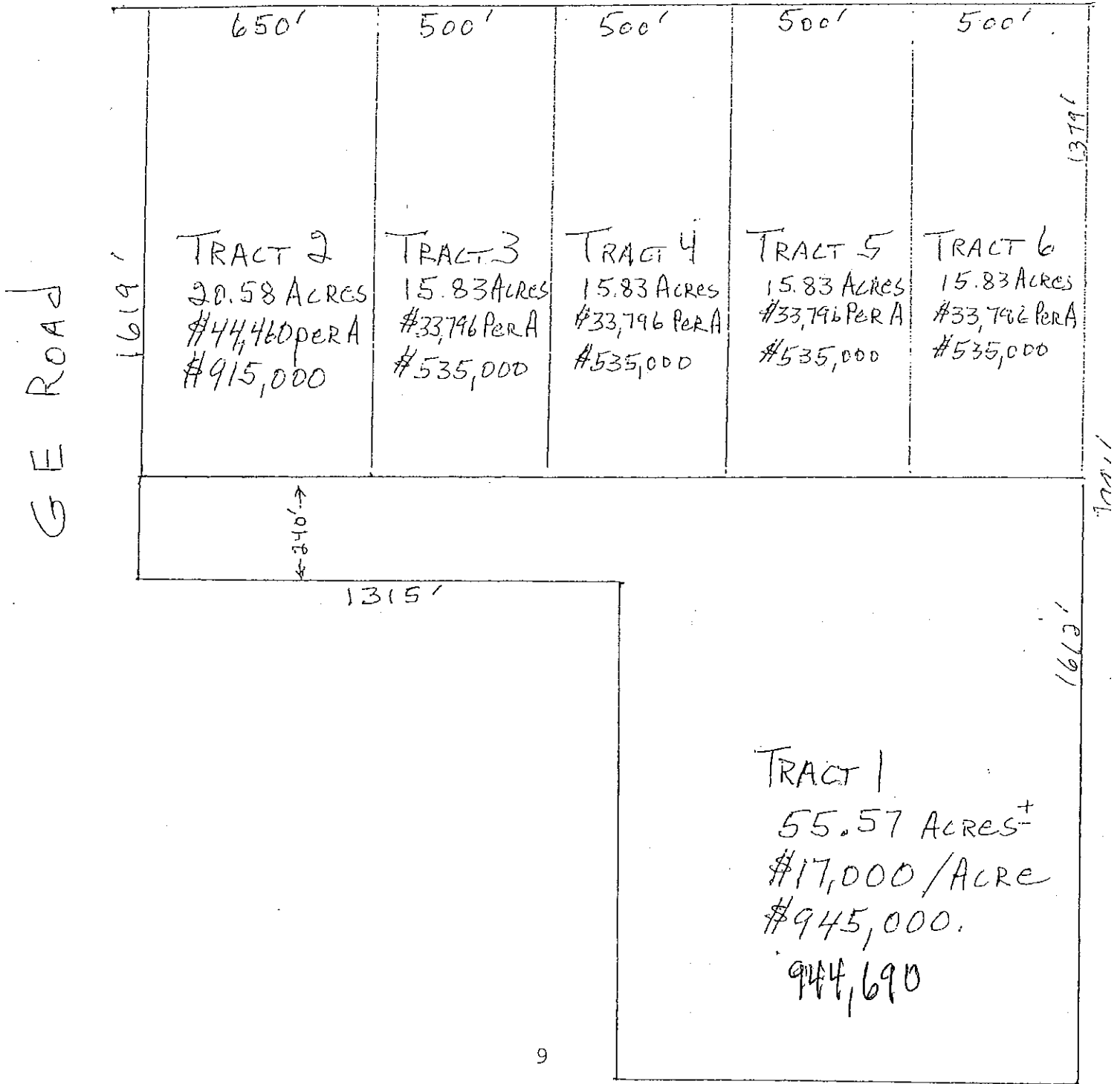
A part of the Northeast Quarter and a part of the Northwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter 1619.66 feet; thence south 1315.10 feet along a line which forms an angle to the right of 89°-47'-25" with the last described course; thence west 1383.99 feet along the Easterly Extension of the South Line of land conveyed to The Peoples Bank, Trustee of LDB-14 McLean County Land Trust per Warranty Deed recorded March 16, 1995 as Document No. 95-4794 in the McLean County Recorder's Office, the South Line of land conveyed in said Document No. 95-4794 and the South Line of land conveyed to said Trust per Warranty Deed recorded March 30, 1995 as Document No. 95-5683 in said Recorder's Office which form an angle to the right of 270°-34'-11" with the last described course to the Southwest Corner of land conveyed per said Document No. 95-5683; thence south 1306.35 feet along the East Line of "Survey of 355.15 Acres off of the West Side of Section 31" as shown in Plat Book 12, Page 120 in said Recorder's Office which forms an angle to the right of 89°-28'-21" with the last described course to the South Line of the Northwest Quarter of said Section 31; thence east 2991.26 feet along said South Line and the South Line of said Northeast Quarter which form an angle to the right of 90°-53'-20" with the last described course to the Southeast Corner of said Northeast Quarter; thence north 2650.33 feet along the East Line of said Northeast Quarter which forms an angle to the right of 89°-21'-51" with the last described course to the Point of Beginning, ~~containing 130.114 acres.~~

EXHIBIT B TO CONTRACT FOR SALE OF REAL ESTATE BETWEEN FRANCES S.
 KELLEY AND LARRY D. BIELFELDT



TOWANDA BARNES

2650'



ADDENDUM TO CONTRACT FOR SALE OF REAL ESTATE

The undersigneds, being the Seller and Buyer respectively under that certain contract relating to the sale of approximately 138 acres do hereby agree that in the event of any closing on a part of one of the six tracts that Seller will not be left with a portion of the tract that would be unmarketable pursuant to the zoning codes of the City of Bloomington.

Dated this 11th day of April, 2001.

Frances S. Kelley

↘

Larry D. Bielefeldt

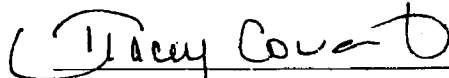
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Engineering

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, Tracey Covert, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois and in said capacity the keeper of the records of the meetings of the City Council, do hereby certify that the foregoing is a true and complete copy of the Annexation Agreement filed by Larry D. Bielfeldt and Frances S. Kelley, providing for the Annexation of Certain Territory as Hereinafter described to the City of Bloomington, McLean County, Illinois, and providing for Rezoning to R-1C, R-2, C-1 and B-1 Zoning District for 137.72 acres of farm land to be known as Hawthorne Commercial Park Subdivision, located south of G. E. Road, west of Towanda Barnes Road, south of Windham Hills Subdivision and north of McGraw Park Subdivision, passed by the affirmative vote of two-thirds (2/3) of all the members provided by law to be elected to the City Council in said City at a Regular Meeting thereof, held on the 26th day of November, 2001 the vote on the passage of said Agreement being taken by ayes and nays and entered upon the journal of the proceedings of said Council. I further certify that the said Annexation Agreement is in full force and effect.

Witness my hand and the seal of the said City this 10th day of December, 2001.



Tracey Covert
City Clerk

ANNEXATION AGREEMENT

PURSUANT to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961, and as an exercise of the Home Rule powers of the City of Bloomington, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned CITY OF BLOOMINGTON, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City" and LARRY D. BIELFELDT, hereinafter referred to as "Bielfeldt", AGREE AS FOLLOWS:

I. ANNEXATION PETITION. Bielfeldt, subject to the terms and conditions set forth in this annexation agreement, has petitioned the CITY of Bloomington, requesting annexation of a tract of land described in Exhibit "A" (hereinafter referred to as "the Bielfeldt property") to the corporate limits of the City of Bloomington, Illinois. The City has heretofore published and given such notices and conducted such public hearings as may be required to annex the Bielfeldt property, including specifically a public hearing on this annexation agreement conducted after notice as required by law and ordinance on the 24th day of September, 2001.

II. ANNEXATION. City agrees to adopt an ordinance annexing portions of the Bielfeldt property to the City of Bloomington within 30 days from the date Bielfeldt submits an annexation plat and supporting documentation.

III. ZONING.

Within 30 days of annexation, City agrees to rezone the property as follows:

Tract 1: R1C Single Family Residence District

Tract 2: R-2 Mixed Residence District;

Tract 3: C-1 Office District;

Tract 4: B-1 Highway Business District;

the public hearings required for such rezoning having been held before the Planning Commission of the City of Bloomington on the 10th day of October, 2001 after notice required by law and ordinance.

Proposed Lots 20-29 and 87-99 as depicted on the Preliminary Subdivision Plan described in Article IV of this agreement shall be developed for detached single family. The lots in Tract 2 may be developed for single family detached, single family attached, or duplex at Bielfeldt's election, which election is to be made at final platting.

IV. PRELIMINARY SUBDIVISION APPROVAL. Within 30 days of annexation, City agrees to approve the Preliminary Subdivision Plan of the Bielfeldt property, a copy of which is attached hereto and made a part hereof as Exhibit "C". The public hearing required for such approval, having been held before the Planning Commission of

the City of Bloomington on the 10th day of October, 2001 after notice required by law and ordinance.

V. PUBLIC IMPROVEMENTS. With regard to the approval of the preliminary plan, any final subdivision plat, the installation of public improvements within and serving the Bielfeldt property, and the use and development of the Bielfeldt property during the term of this Agreement, the following agreements and conditions shall apply in place of those that might otherwise apply during subdivision or development of the site:

A. Streets

1. Adjacent Streets and Sidewalks -

a) Towanda-Barnes

1) right of way - Bielfeldt shall have no dedication requirement for Towanda Barnes Road.

2) improvement obligation - Bielfeldt shall have no obligation to pay any adjacent street improvement cost or connection fee for the right to access the Bielfeldt property from Towanda-Barnes.

b) GE Road

1) right of way - Bielfeldt shall have no dedication requirement for GE Road.

2) improvement obligation - Bielfeldt either pay an adjacent street improvement fee of \$65/lineal foot or construct one additional lane on GE Road at final platting of adjacent property. Bielfeldt shall have no obligation for sidewalk.

c) Construction access - City will not object to Bielfeldt taking access from Towanda-Barnes at the location depicted on the preliminary plan.

d) Entrance sign - City agrees to permit outlots for entrance signs at the locations depicted on the preliminary plan, provided the signs do not interfere with safe site distances based on accepted traffic safety standards.

2. Interior Streets -

A. No waivers - all interior streets shall be built in public rights-of-way to City standards.

B. Water -

1. Bielfeldt may tap, extend and utilize existing water mains and shall pay any applicable tap on fees at final platting.

2. Any over sizing of water mains in excess of 8" required by City shall be paid by City.

C. Sanitary Sewer -

1. Bielfeldt may tap, extend and utilize any existing sanitary sewer and shall pay any applicable tap on fees at final platting.

2. Any oversizing of sanitary sewer in excess of that required by the City to serve the subdivision shall be paid by the City.

D. Storm detention. Bielfeldt shall meet the storm water detention requirements for the Bielfeldt property on site

as depicted on the preliminary plan. The basins shall be "wet bottom" basins. Bielfeldt shall dedicate and the City shall accept and maintain the dam structure located in Outlot 176. The rest of the basin shall be privately maintained. The basins shall be started when 15 lots proposed for the Bielfeldt property are final platted and completed when 40 of the lots are occupied.

E. Parkland Dedication - Bielfeldt shall meet the Parkland Dedication requirements by dedication of trail right-of-way and the payment of a fee in lieu based on actual density as determined at final platting rather than maximum density permitted by the City's zoning code. No parkland fee shall be collected for areas zoned C-1 or B-1 unless the land is devoted to residential use.

F. School site dedication - none required.

V. MODEL HOMES. CITY shall allow the construction of up to ten model single family homes on the Bielfeldt property for presentation and sale purposes, provided water, sewer and a gravel base road surface are installed before construction commences. The location of the model homes may change from time to time and place to place as Bielfeldt desires. Notwithstanding the foregoing, no conveyance of title shall take place of any model home until a final subdivision plat is of record for the lot on which said model home is located. No certificate of occupancy shall be issued for any model home until an approved street is in place to provide

access to the lot on which said model home is located.

VI. Bielfeldt, not later than thirty (30) days after the date of annexation of any part of the Bielfeldt property, shall file the necessary petitions to annex that part to the Central Illinois Regional (Bloomington-Normal) Airport Authority and Bloomington and Normal Water Reclamation District.

VII. Prior to the declaration of any default or the initiation of any action to enforce, terminate or seek damages for alleged violation or non-compliance of this agreement, the party asserting the breach, default or non-compliance shall give written notice to the other party, specifying the nature of the alleged breach, default or non-compliance and provide a reasonable period of time (not less than 30 days) to cure.

VIII. Except as provided in the agreement, Bielfeldt shall in the use and development of the property comply with all applicable zoning, subdivision, building and mechanical codes of the CITY.

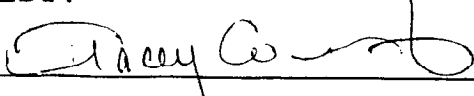
IX. This Agreement is declared to be enforceable by the parties for a period of twenty (20) years from the date of its execution. Said Agreement is further binding upon the present Owners, their heirs, successors or assigns and upon the City of Bloomington's designated corporate authorities and successors in office.

DATED at Bloomington, Illinois, this 27th day of November, 20 .

CITY OF BLOOMINGTON, ILLINOIS,
A MUNICIPAL CORPORATION

BY: 
6

ATTEST:

BY: 


Larry D. Bielfeldt

I:\NANCY\LETTER\REALEST\bielfeldt.annexagr

LEGAL DESCRIPTION

A part of the Northeast Quarter and a part of the Northwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Northeast Quarter. From said Point of Beginning, thence west along the North Line of said Northeast Quarter 1619.66 feet; thence south 1315.10 feet along a line which forms an angle to the right of 89°-47'-25" with the last described course; thence west 1383.99 feet along the Easterly Extension of the South Line of land conveyed to The Peoples Bank, Trustee of LDB-14 McLean County Land Trust per Warranty Deed recorded March 16, 1995 as Document No. 95-4794 in the McLean County Recorder's Office, the South Line of land conveyed in said Document No. 95-4794 and the South Line of land conveyed to said Trust per Warranty Deed recorded March 30, 1995 as Document No. 95-5683 in said Recorder's Office which form an angle to the right of 270°-34'-11" with the last described course to the Southwest Corner of land conveyed per said Document No. 95-5683; thence south 1306.35 feet along the East Line of "Survey of 355.15 Acres off of the West Side of Section 31" as shown in Plat Book 12, Page 120 in said Recorder's Office which forms an angle to the right of 89°-28'-21" with the last described course to the South Line of the Northwest Quarter of said Section 31; thence east 2991.26 feet along said South Line and the South Line of said Northeast Quarter which form an angle to the right of 90°-53'-20" with the last described course to the Southeast Corner of said Northeast Quarter; thence north 2650.33 feet along the East Line of said Northeast Quarter which forms an angle to the right of 89°-21'-51" with the last described course to the Point of Beginning. EXCEPT therefrom a tract of land conveyed to the City of Bloomington for a portion of GE Road per Warranty Deed recorded October 25, 1996 as Document No. 96-28276 in the McLean County Recorder's Office, containing 137.719 acres.

MEMORANDUM

Date: 1/12/2015
 To: Renee Gooderham, City Clerk's Office
 From: Ryan L. Otto, P.E.
 Re: **Sapphire Lake Subdivision 3rd Addition**
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Sapphire Lake Subdivision 3rd Addition**. The final plat is scheduled for Council consideration at the January 12, 2015 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$135.00	\$74.19	\$209.19
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$679.63	\$0.00	\$679.63
6	Fee in lieu of Sidewalk	40100100-57320	\$0.00	\$0.00	\$0.00
	Total				\$888.82

Subdivision area 0.45 acres.

Frontage along G.E. Rd: 0'

of Residential Lots: 1

1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008

2) G.E.Valley Sewer Extn.: \$300/ac + interest** from 10/95; = \$300 X 0.45 + \$300 X 0.45 X 0.06 X 9-3/12 years = \$209.93 (CPI Interest = \$74.19, 6% Interest = \$74.93; therefore use CPI Interest)

(3) G.E. Water Main: \$18/ft

(4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)

(5) Park Land Dedication Fee = (Persons/Dwelling Unit) X (Dwelling Units) X (1 acre/100 Persons) X Value of Land* = 2.34 X 1 X 1/1000 X \$29,044 = \$679.63

(6) Fee in lieu of Sidewalk

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044/acre).

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Pamela Drive Sidewalk (102.48' X 4' X \$5/SF X 1.1)

\$ 2,254.56



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

Total Bond Amount Required **\$ 2,254.56**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

C: Bond for the Improvement of Adjacent Substandard Street (10 years)

None

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Robert Moews, Parks
file

MEMORANDUM

Date: 1/12/2015
 To: Renee Gooderham, City Clerk's Office
 From: Ryan L. Otto, P.E.
 Re: **Hawthorne Commercial Subdivision, 12th Addition**
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Hawthorne Commercial Subdivision, 12th Addition**. The final plat is scheduled for Council consideration at the January 12, 2015 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

		<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$2,301.00	\$1,264.51	\$3,565.51
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$24,396.96	\$0.00	\$24,396.96
6	Fee in lieu of Sidewalk	40100100-57320	\$0.00	\$0.00	\$0.00
	Total				\$27,962.47

Subdivision area 7.67 acres.

Frontage along G.E. Rd: 0'

of Residential Lots: 84 Residents

1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008

2) G.E.Valley Sewer Extn.: \$300/ac +interest** from 10/95; = \$300 X 7.67 + \$300 X 7.67 X 0.06 X 9-3/12 years = \$ (CPI Interest = \$1,264.51, 6% Interest = \$1,277.06; therefore use CPI Interest)

(3) G.E. Water Main: \$18/ft

(4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)

(5) Park Land Dedication Fee = (Persons) X (Dwelling Units) X (1 acre/100 Persons) X Value of Land* = 84 X 1 X 1/100 X \$29,044 = \$24,396.96

(6) Fee in lieu of Sidewalk

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044/acre).

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Public Improvements (Woodbine Road Extension and Water Main Extension) -



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

(Engineer's Estimate = \$146,469) 1.1 X \$146,469 = \$ 161,115.90

Total Bond Amount Required **\$ 161,115.90**

Bonds/Guarantees must be in the form(s) and language provided by City Code.

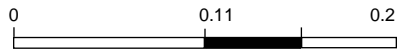
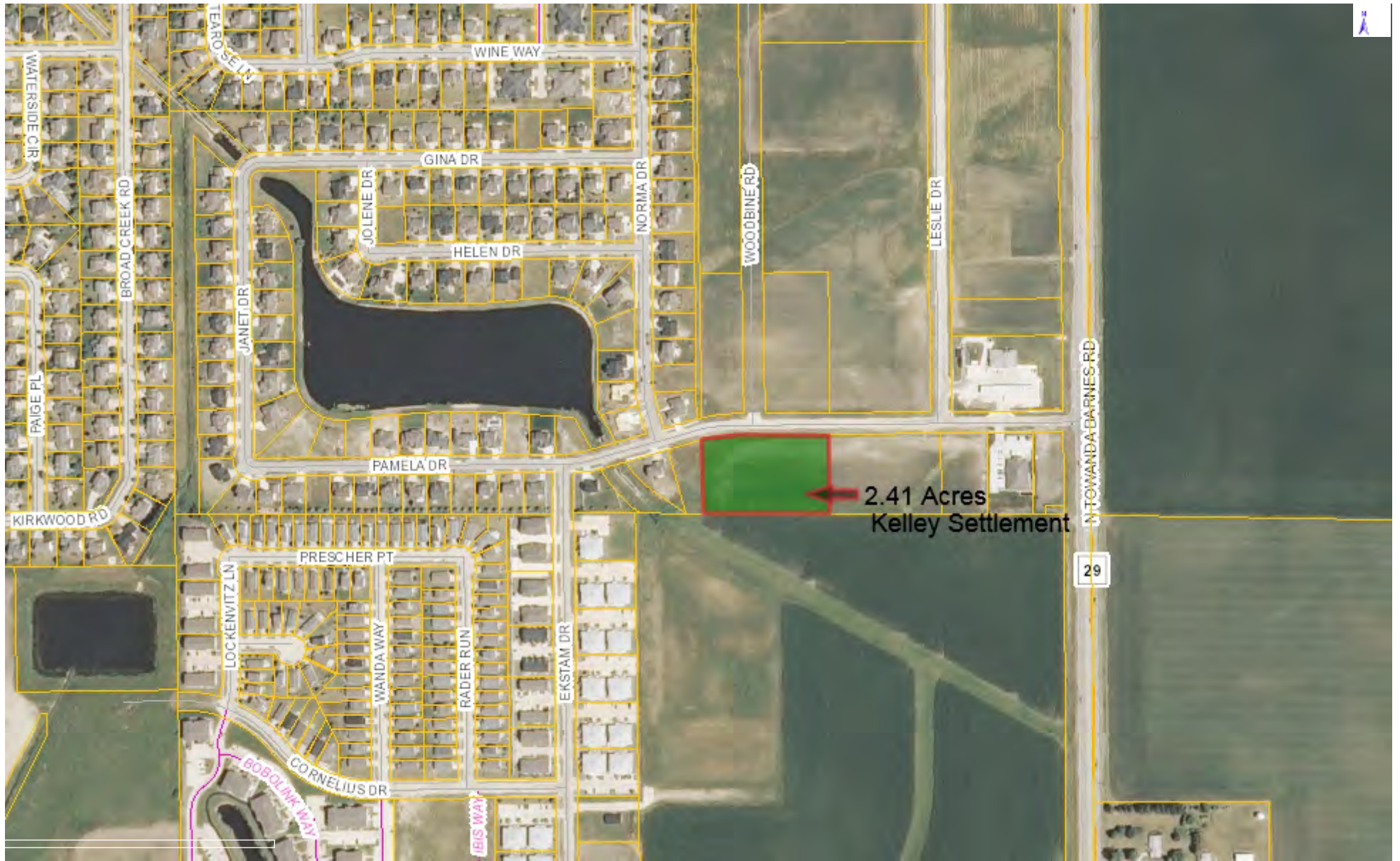
C: Bond for the Improvement of Adjacent Substandard Street (10 years)

None

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Robert Moews, Parks
file



Land from Kelley Settlement



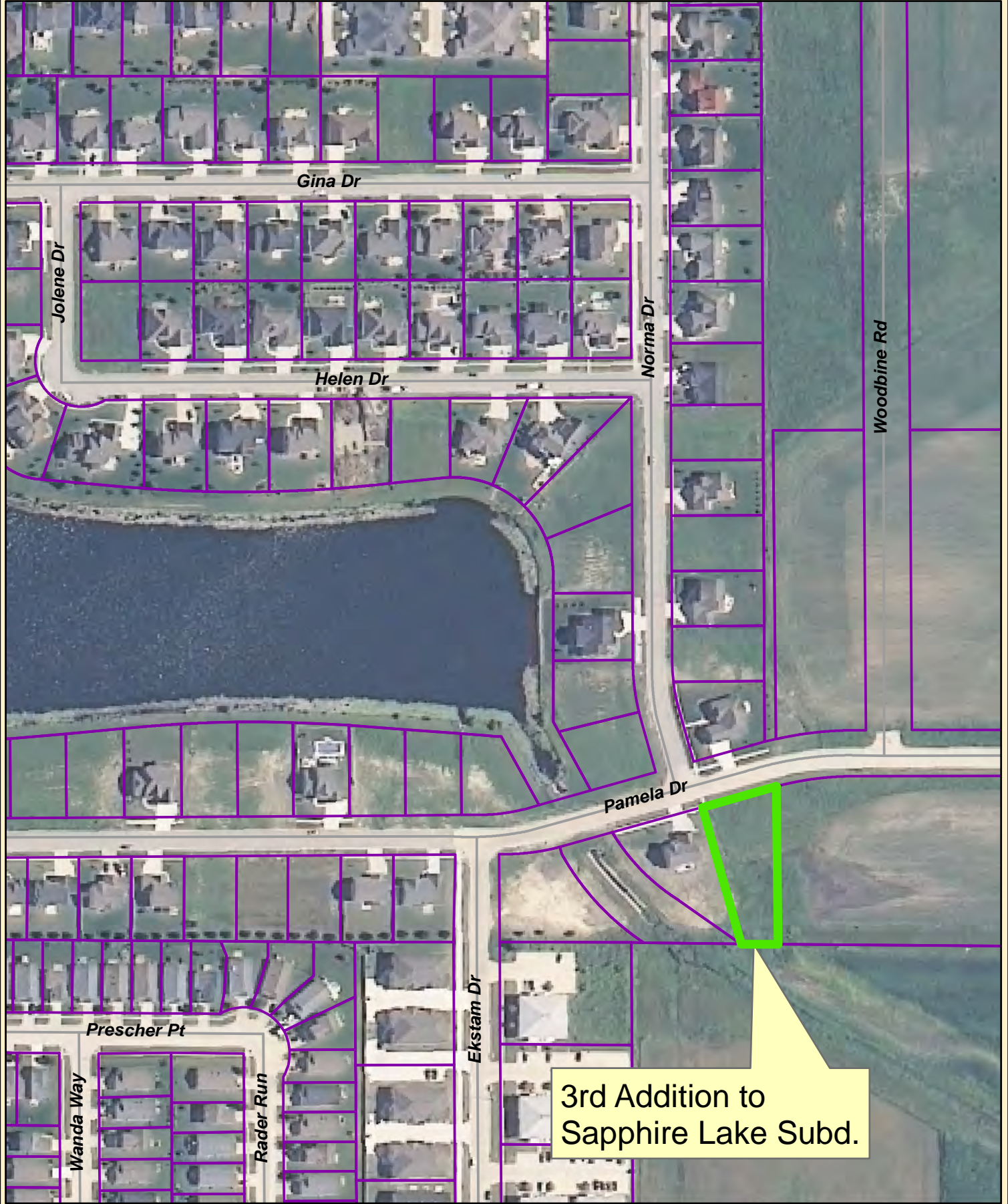
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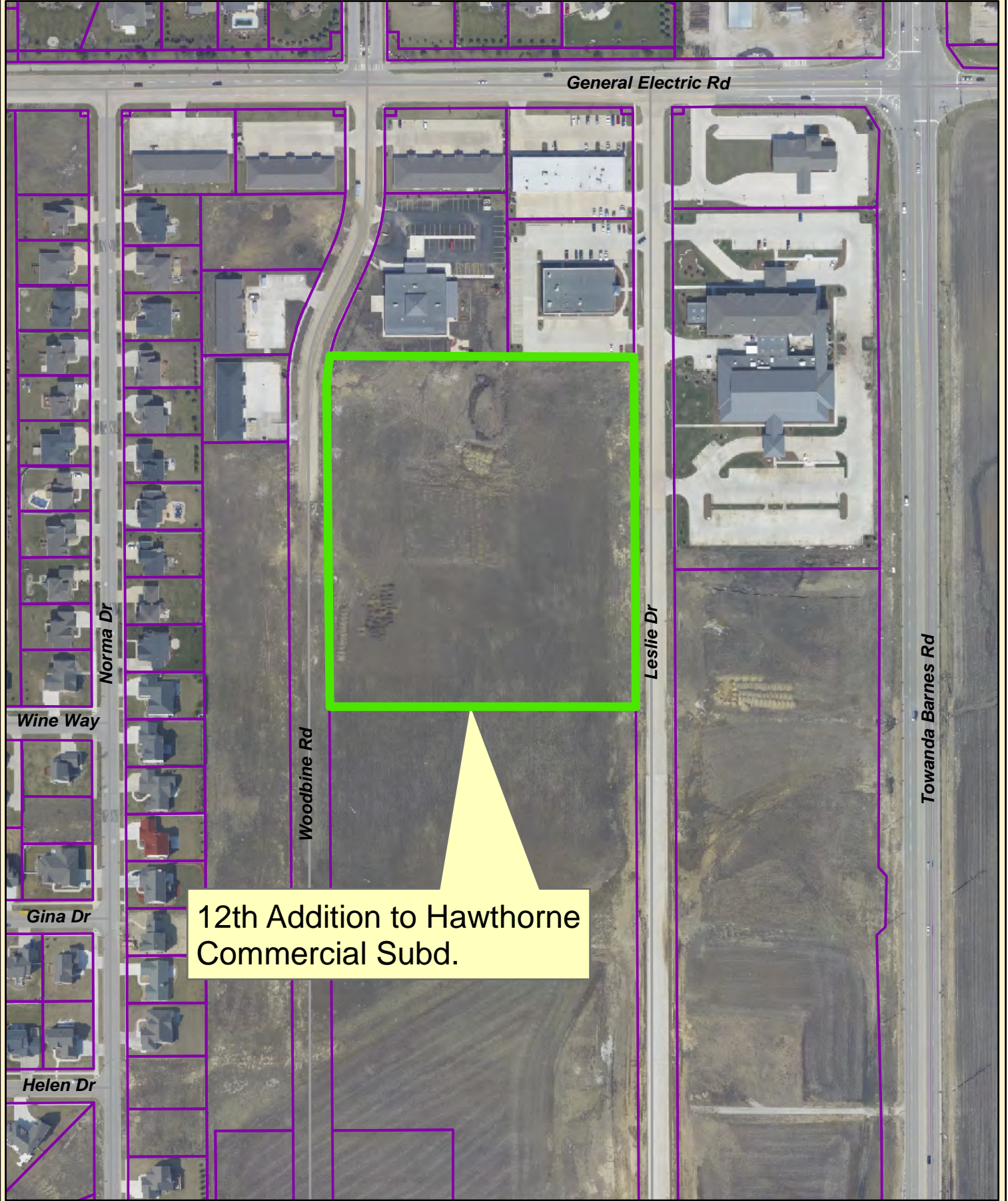
Notes

Sapphire Lake Subdivision 3rd Addition - Final Plat



3rd Addition to
Sapphire Lake Subd.

Hawthorne Commercial Subd. 12th Addition - Final Plat



**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:05 p.m., Monday, March 9, 2015.

The following was presented:

SUBJECT: Parkland Dedication Fees

RECOMMENDATION/MOTION: Recommend that Council provide direction to staff on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services. Goal 5: Great Place to Live—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a: Budget with adequate resources to support defined services and level of services. Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Council approved the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition Final Plats at the January 12, 2015. Included in the packet were memos detailing tap on fees required prior to the release. The developer is now questioning the Parkland Dedication Fee.

There is a long history of Parkland Dedication within the City. City Code chapter 24 section 7.2 and 7.3 speak to parkland dedication and fees in lieu of. Section 7.2 provides as follows:

As a condition of approval of a final plat of a subdivision code, each owner, subdivider or developer or property with a residential zoning classification, shall be required to dedicate land for park and recreational purposes, to serve the immediate and future needs of the residents of the development or to contribute cash in lieu of said actual land dedication, or to make a combination of cash and contribution and land dedication at the election of the City.

On November 26, 2001, Larry Bielfeldt, developer entered into an Annexation Agreement with the City through the Council at a Council Meeting. Section 2E of the agreement states as follows:

Bielfeldt shall meet the Parkland Dedication requirements by dedication of trail right of way and the payment of a fee in lieu based on actual density as

determined at final platting rather than maximum density as permitted by City's zoning code. No parkland fees will be collected for areas Zoned C-1 or B-1 unless the land is devoted to residential use.

The City Code, Chapter 24 section 7.2 (c), provides: the City shall apply the population ratio of 1 acre of land for 100 ultimate population with the development or area to be subdivided times the fair market value as established in section 7.3 of this Code.

Fair Market Value (FMV) for this land is based on the purchase of 137.719 acres of the Kelley Farm for \$4,000,000. FMV is \$29,044 per acre. The Sapphire Lake 3rd Addition will be single family homes with a 2.34 population density. Hawthorne 12th Addition will be an assisted living facility with population density of 84 beds. Applying the above code the calculations are:

$2.34 + 84 = 86.34$ population density. FMV is \$29,044. Based on actual density not maximum
 $\$29,044. * .8634 = \mathbf{\$25,076.59}$.

Mr. Bielfeldt submits that although the Annexation Agreement requires a fee in lieu of be paid for parkland dedication, such provision should be waived since he has dedicated three (3) acres to the City for parkland in the subdivision. Mr. Bielfeldt purchased the property from Frances Kelley through a contract dated April 10, 2001. As part of that contract, he was required to dedicate a certain amount of acreage as a park on the Kelley homestead property. Specifically, Section 12(H) of the contract provided as follows:

Buyer agrees that when he acquires the tract or tracts on which the improvements are located, he will not remove any of the trees located around those improvements and further agrees that he will dedicate at least three acres of the old homestead area located on one or more of the tracts as a public park and will allow Seller, at Seller's expense, to place a memorial stone on such dedicated park land memorializing Seller's family.

Frances Kelley filed a lawsuit against Mr. Bielfeldt to ascertain that parkland dedication, which was made and accepted by the City in 2014. In the final court ordered settlement, Frances Kelley agreed to a smaller dedication of Parkland (approximately 2.41 acres) than the original agreement specified. Mr. Bielfeldt believes that the dedication should be waived due to the agreement/lawsuit with Frances Kelley. As calculated above, the fair market value for this land is \$29,044 per acre.

$\$29,044 * 2.41 = \mathbf{\$69,996.04}$.

It is City staff's position that the agreement between Mr. Bielfeldt and Frances Kelley are unrelated. Mr. Bielfeldt had already entered into the agreement with the Kelley family prior to the Annexation Agreement. Accordingly, it is believed the parties intended for Land Dedication under the Kelley contract to be a separate Parkland Dedication.

The potential options for resolving this issue are as follows:

- 1) Require Mr. Biefeldt to pay \$25,076.59 as required by the Annexation Agreement.
- 2) Amend the Annexation Agreement to either permit the donation of the 2.41 acres as an option in lieu of paying a fee or allowing the value of the dedication to offset the fee required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Developer Larry Biefeldt and Don Adams, Farnsworth Group.

FINANCIAL IMPACT: Option 1 would result in receiving \$25,076.59 from Mr. Biefeldt which would be placed in the Park Dedication Fund – Property Owner Contribution account (24104100-57320). The City Parks and Recreation Master Update and Approved by Council January of 11, 2010 Defines 8 Neighborhood Planning Areas (NPA). The fees in lieu of land are for NPA 1 area. The fees in lieu of land historically have gone in to the Park Dedication Fund and are managed in accordance with the code to serve the immediate and future recreational needs of the said area. Option 2 would result in the City receiving no revenue.

Respectfully submitted for Council consideration.

Prepared by: David Lamb, Assistant Superintendent of Parks

Reviewed by: Robert Moews, Superintendent of Parks

Reviewed by: Jim Karch, PE CFM, Public Works Director

Financial & Budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Jeff Jurgens, Corporation Counsel, addressed the Council. Staff was requesting direction on whether to proceed with an Amendment to an Annexation Agreement to waive Parkland Fees in lieu of dedication requirements for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition.

Mayor Renner left the dais at 8:22 p.m.

Mr. Jurgens provided a brief history. He noted that final plats for Hawthorne Commercial Subdivision 12th Addition and Sapphire Lake Subdivision 3rd Addition appeared on the January 12, 2015 Council meeting. Tap on fees were associated with same.

Mayor Renner returned at 8:24 p.m.

Motion by Alderman Fruin, seconded by Alderman Mwilambwe that Larry Bielfedt pay the required tap on fees for the Hawthorne Commercial Subdivision, 12th Addition and Sapphire Lake Subdivision 3rd Addition as approved on the January 12, 2015 Council meeting.

The Mayor directed the clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Fellow Council Members,

The Budget Task Force (BTF) has a great amount of work to do in a short time. So the BTF can focus on budget options that will pass future City Council votes, we need your help with answering some philosophical questions.

These questions will be part of our June 8th Work Session, where we can discuss and will also ask for a public show of Council support for answers to these questions.

A. There are three options for closing the multi-million structural deficit in next fiscal year's city budget. These include:

1. Only Spending (Service) Decreases
2. Only Revenue (Tax/Fee) Increases
3. A 50/50 combination of above #1 and #2

B. At last year's Council planning session, that Council made a first attempt at prioritizing the large allocations of core service city expenses.

"As a result of a prioritization exercise, the City Council concluded that, within the context of a financially sound, accountable, service-oriented government, the City's priorities are:

1. Safety and Security (generally Police and Fire)
2. Enduring, Sound Infrastructure (generally Public Works, Enterprise Fund Water)
3. Vibrant Local Economy (generally Community Development)
4. Healthy, Livable Neighborhoods (generally Community Development)
5. Revitalized, Thriving Downtown
6. Distinctively Bloomington (community amenities, parks, library, etc.)"
(generally Parks, Recreation & Cultural Arts, Library by way of Tax Levy)

General Departments which support the above core departments.

- Administration
- City Clerk
- Finance
- Human Resources
- Information Services
- Legal

C. The last five years the City Council has chosen to not raise the Property Tax Rate, which along with the EAV then sets the Property Tax Levy. Rather more focus has been placed on more specific targeted user fees. While neither approach is absolute, conceptually the user fee is more consistent with asking those who consume more services to pay more for what they use, while property taxes balance costs to residents, helping to subsidize greater users of city services. Philosophically would you like to see the BTF continue focusing on user fees or shift focus to something like property taxes to cover the city's operational expenses?

As this is discussed in our Work Session we will review the expenses currently paid for by property taxes.)

D. The BTF is a short-term group. As part of the final BTF recommendation would you like to see the BTF develop and deliver a type of repeatable process for the Council and Staff to use in outlying budget years?

Vision & Values Working Group
Summary of Flipcharts from 3/11

Vision: The Jewel of the Midwest

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

Shared Values

Accountability

Integrity

Service Orientation/Focus/Centered

Respect

Team Culture

“tool”

Empower

Attitude

Inclusiveness/Value Diversity

Transparency

Perf. Driven

Direction, Planning

Prioritization

Empathy

Professionalism

Service Centered

Professionalism

Empathy

Respect

Value Diversity/Inclusive

Ethical

Results Driven

- 1) Service Centered
 - Act w/ Prof
 - Be Accountable
 - Respectful
 - Empathetic
 - Empowering/Empowered
 - Act w/ Integrity
 - Dedication

- Be Transparent
- 2) Results Driven
 - Pride In Performance
 - Empowered
 - Use Objective Criteria
 - Commitment

- 3) Inclusive
 - Respectful
 - Value Diversity
 - Representative
 - Team Culture
 - Collaborative

Vision & Values:

Draft Mission:

To lead, serve and uplift the City of Bloomington

Draft Vision:

A Jewel of Midwest Cities

Draft Values:

Service-Centered

Results-Driven

Inclusive