

Council Questions/Comments and Staff Responses Report for October 13, 2013

as of October 13, 2013 at 8:20pm

GENERAL COMMENTS:

Alderman Schmidt: Item 7L. Text Amendment to Chapter 44. Zoning, Section 44.6. Change to start time for the Zoning Board of Appeals. Thank you. Thank you for accommodating the expansion of a valued company.

Alderman Schmidt: When will the opening of Jefferson at Allin be on a Council agenda?

Staff Response: Staff is preparing a Resolution to address the opening of Jefferson at Allin. The goal is to place this item on the October 27, 2014 Council meeting agenda.

CONSENT AGENDA

Alderman Fruin

Item 7C: Rejection of Bids for Mold Remediation at the Police Department's Training Facility.

Question/Comment: Update/broad overview of what has transpired since last discussed by Council. Dollar expenditure to date, anticipated repair monies forecasted, anticipated annualized operational expenses, intergovernmental revenue/expense agreements have been reached, specific voting actions taken by Council regarding Training Facility.

Concerns: potential financial outlay with limited/little participation of other police agencies. Cost justification to rehab Training Facility in light of new state of the art range in the community. Discussion regarding redirection is warranted.

Staff Response: As noted in the Council memorandum, the request to reject the bids is due to the fact that both vendors, (Menold Construction and Core Mechanical), failed to submit properly completed bid documents. Menold failed to sign the bid and also did not provide a bid bond. Core also did not provide a bid bond.

Reasons for rejecting these bids include but are not limited to the following: the two (2) lowest bidders failed to provide complete bids. The information which was not provided was defined by the Corporation Counsel as "material deficiencies". In addition, the bid proposals exceeded the project budget.

Funds were approved in the FY 2015 budget to restore the range by mold mitigation at both in the indoor range and the lodge. New roofs were installed on all range facilities as part of the FY 2014 budget. The roofs were addressed first in order to stop mold growth at the facilities.

The City receives a total of \$16,000 for the use of the range from the Normal Police Department and McLean County Sheriff's Department, (i.e. each is charged \$8,000). Annual maintenance cost is estimated at \$10,000. There is a new range in the area. Law enforcement agencies also need outdoor ranges for non-static shooting and flexibility for different course uses, (i.e. advancing on a target, around obstacles, etc.) The SWAT teams, (City and Normal), use the range for training and the snipers train at distances in excess of 100 yards.

The City has been approached by private entities interested in using a part of the range. Talks are in the discussion stage at this time. Chief Heffner expressed his willingness to discuss the range with Council.

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Alderman Schmidt:

Item 7F: Sale of CDBG Owned Property – 1203 N. Clinton Blvd.

Question/Comment: How was selection made? Bid process? Awarded to highest bidder? Old House Society's ability to harvest material from this site?

Staff Response: Required the minimum bid of \$22,000, as HUD requires the property be sold for a minimum fair market value. A lone bid was received for \$24,501. Advertised in the Pantagraph for a week. Sealed bids were delivered to the City Clerk's Office. Proof of funds required. Sale to the highest bidder, pending Council action. There were notes in the file that City staff reached out to the Old House Society prior to demolition. Do not know if resulted in harvesting as City staff person was not in the office this date.

Alderman Stearns:

Item 7F: Sale of CDBG Owned Property – 1203 N. Clinton Blvd.

Question/Comment: 1. Terms of the agreement to obtain property? Was there an agreement with Habitat prior to City taking ownership?

2. What is the understanding with Habitat regarding City owned property? Is there an ongoing relationship between Community Development and Habitat?

3. Who was the former owner of property before the City's ownership? Was the property condemned by the City and on what grounds?

4. What was the appraised value or tax valuation of the property when the City took possession?

5. What did the City spend over \$39,000 to evaluate the property?

6. Why was the property not placed on the open market even though it was distressed?

7. Why are CDBG funds being used on a property that is not in a distressed area? Or is Clinton designated a blighted area?

8. How does the City decide whether a neighborhood is suitable for Habitat property or not?

9. What was the cost of demolition?

10. How many properties are on the City's demolition list now?

Staff Response:

Question 1. *Community Development received deed in lieu of demolition – this was based upon Code Enforcement responding to complaints of a hole in the roof and hoarding since 2007. Upon inspection we found a woman to be living there without utilities, in severe hoard and mold from the roof leaking for years. Habitat was not involved with the acquisition.*

Question 2. *If a lot is considered "buildable", (approximately 50 x 100), in a residential area; and if Habitat is able to build an affordable home that will blend in with the architecture style of the area – the lot is generally offered to Habitat. Community Development has had an ongoing relationship with*

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Habitat for more than a decade. HUD (Housing & Urban Development) encourages quick disposition of properties obtained. Habitat provides affordable housing on an in-fill basis.

Question 3. *James William Shive Jr., (deceased), the property passed to his wife, Jacquelyn LeAnne Trotter who was in possession at the time of our Code Enforcement investigation.*

Question 4. *The June 21, 2012 appraisal cost was \$700. The property's last EAV was \$29,794 in 2013.*

Question 5. *It was not all for "evaluation" – expense break out as follows: Clean up and disposal of hoarded items = \$15,225; Asbestos inspection = \$665; Rodent trapping = \$138; and Demolition & clearance = \$23,200.*

Question 6. *It was not put on the open market prior to demolition due to the dangerous conditions – structurally unsound due to roof collapsing; severe mold created breathing difficulties while inside the home. Severe hoard – difficult to traverse through the home, could not even enter some areas. Steve Parker, builder/developer, approached City staff regarding obtaining the property and rehabbing same. After a walk through the property, Mr. Parker was no longer interested.*

Question 7. *CDBG monies are allowed to demolish blighted properties on a "spot" basis.*

Question 8. *If a lot is considered "buildable", (approximately 50 x 100), in a residential area, and if Habitat is able to build an affordable home that will blend in with the architecture style of the area – the lot is generally offered to Habitat.*

Question 9. *Clean up and disposal of hoarded items = \$15,225, Asbestos inspection = \$665, Rodent trapping = \$138; and Demolition & clearance = \$23,200.*

Question 10. *There is not a demolition list per se. There are seven (7) properties in the demolition process at this time: 1109 W. Grove St., 811 W. Mulberry, 505 N. Mason, 208 Darrah, 1313 S. Koch, 720 W. Washington and 1206 N. Roosevelt.*

Alderman Schmidt:

Item 7J: Application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license.

Question/Comment: Will remove from Consent Agenda. Does the City have current building plans for this new business? Address is within the Gridley Allin Prickett (GAP) Form Based Code area. Several concerns from west Bloomington area regarding change from tavern to convenience store.

Staff Response: No building plans have been received. Often this requirement is seen by an applicant as a large expense given the tenuous nature of the liquor license application. PACE and Community Development staff are always ready and willing to meet in advance with any applicant to discuss the general parameters of any requirements so they may incorporate the various costs into their due diligence process and business plan. In this case, inspections were done and there are many items that will need to be addressed in the building plans. Staff can review these with the applicant at a mutually agreeable time. The property is located in the GAP Form Based Code neighborhood, (GAP 5. This district allows for the construction of mixed use neighborhood commercial centers to serve those residents within walking distance. The Commercial, Cottage Commercial, Apartment, and Iconic Buildings are permitted.)

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Alderman Schmidt:

Item 7N: Petition submitted by McLean County Land Trust FSB 1200 requesting Rezoning.

Question/Comment: Neighbors have expressed concerns that were not fully addressed by the Planning Commission. City assists with traffic concerns given proximity to Bloomington Junior and Senior High Schools? Look forward to comment from Alderman for this neighborhood.

Staff Response: Item has been removed from the meeting agenda at the Petition's request.

Community Development staff will be moving forward in several stages over the upcoming months and years. The new Comprehensive Plan will form the foundation for any comprehensive amendments to the Zoning Ordinance. This will be the best place for listing concerns and considerations by the Planning Commission in future zoning matters. Items such as traffic impact can be specified and better defined.

In the near term, training will be provided to the Planning Commission and Zoning Board of Appeals. This should be a simple reminder of the issues that should be uppermost in their minds as they make recommendations and decisions. For new members, it will serve as an introductory course, "Zoning 101", and their vital role in the process of community building and protection of the Zoning Ordinance, (i.e. reliance on zoning based and court tested standards as they consider each case). Staff is considering various training options and attempting to find the series most beneficial to the members and respectful of the significant time these community volunteers dedicate to the City.

Prepared by: Tracey Covert, City Clerk

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**LAND DONATION and CONSTRUCTION AGREEMENT
CITY OF BLOOMINGTON, PLANNING AND CODE ENFORCEMENT
DEPARTMENT
and
HABITAT FOR HUMANITY, MCLEAN COUNTY**

This Agreement made this 28th day of June, 2010 between the City of Bloomington, a municipal corporation, Department of Planning and Code Enforcement, Code Enforcement Division, hereinafter referred to as “City” with its principal place of business at 115 East Washington Street, Bloomington, Illinois, hereby enters into a Land Donation and Construction Agreement with Habitat for Humanity of McLean County, hereinafter referred to as “Habitat for Humanity”, as approved by City Council.

WHEREAS, the City wishes to donate cleared vacant land to Habitat for Humanity and allow Habitat for Humanity to construct new single-family homes on the aforementioned vacant land.

WHEREAS, over a period of two (2) years, from 2010 to 2013, the City may donate up to six (6) lots per year to Habitat for Humanity.

WHEREAS, Habitat for Humanity will be sensitive to the neighborhood they are building within and construct homes that are architecturally similar in design. The completed homes are to be sold to low-income households with earnings below 60% of the area median income.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Responsibilities of the City and Habitat for Humanity.

1. The City will provide the vacant land, at locations to be determined, for the construction of the projects; in addition, a new water service will be provided from the main to the property, at the City’s expense.
2. The City will complete all inspections, as required by the issuance of building permits.
3. The City agrees to waive all permit fees for Habitat for Humanity for single family homes on land donated by the City as part of this Agreement.
4. The City will provide any technical assistance and guidance through the Department of Planning and Code Enforcement with the assistance of Habitat for Humanity to facilitate completion of the project.

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5. The City will review and approve the plans and specifications for the construction of the project PRIOR to the start of construction and issuance of any building permits.
6. Habitat for Humanity will obtain competitive bids and prepare all written construction contracts between each subcontractor, as necessary.
7. Habitat for Humanity agrees to keep the yard mowed and trimmed throughout their ownership period.
8. Habitat for Humanity will maintain insurance on the dwelling throughout the period of ownership.
9. Habitat for Humanity will handle all general accounting associated with and during the construction of the single family dwelling. Habitat for Humanity will make all payouts for materials and/or subcontractors and will obtain lien waivers for each.
10. At the conclusion of construction, Habitat for Humanity shall market and sell the completed homes to low-income households with earnings below 60% of the area median income.

B. Notices

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

City of Bloomington:

Sharon Walker, Fiscal Officer
Planning and Code Enforcement Department
P. O. Box 3157
Bloomington, IL 61702-3157
Phone 309-434-2342, Fax 309-434-2801

Habitat for Humanity of McLean County:

Bill McConnell, Executive Director
410 N. Prairie
Bloomington IL 61701
Phone 309-827-3931, Fax 309-827-5347

C. Amendments.

The City or Habitat for Humanity may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Director of the Department of Planning and Code Enforcement, or his or her designee and the City Council.

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Such amendments shall not invalidate this Agreement, nor relieve or release the City or Habitat for Humanity from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for any other reason it deems necessary. If such amendments result in a change in the funding, scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment by the City and Habitat for Humanity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Stephen F. Stockton
Mayor
City of Bloomington

Date: June 29, 2010

Sharon Walker, Fiscal Officer
Department of Planning and Code Enforcement
City of Bloomington

Date: June 29, 2010

Bill McConnell
Executive Director
Habitat for Humanity of McLean County

Date: July 20, 2010