

CITY OF BLOOMINGTON



**JULY 9, 2012 @ 5:30 p.m.
COUNCIL CHAMBERS #115
CITY HALL**

**CITY OF BLOOMINGTON
PLAN COMMISSION AGENDA
July 9, 2012 @ 5:30 p.m.**

❖ City Hall Council Chambers, #115

ROLL CALL

MINUTES TO BE APPROVED: June 11, 2012

REPORTS, RESOLUTIONS AND COMMUNICATIONS:

- **Growth Policies Plan Update**

PETITIONS:

UV-28-12 **Bill Shank & Bloomingfoods
614 E. 2nd St.**

Plan Commission recommendation to the BZA for a use variance review to allow outdoor merchandise within a Commercial Limited (CL) zoning district and single family homes within a Residential Multifamily (RM) zoning district *(Case manager: Patrick Shay)*

UV-24-12 **Bloomington Cooperative Living
404 W. Kirkwood Ave.**

Plan Commission recommendation to the BZA for a use variance to allow a housing cooperative in the Commercial Downtown (CD) zoning district *(Case manager: Eric Greulich)*

UV-25-12 **Life Design, LLC
2440 S. Henderson St.**

Plan Commission recommendation to the BZA for a use variance to allow multi-family ground floor residential in the Commercial Arterial (CA) zoning district
(Case manager: Eric Greulich)

UV-26-12 **Mid-America Radio Group (Spirit Radio)
2723 N. Walnut St.**

Plan Commission recommendation to the BZA for a use variance to allow a radio tower and a radio station in the Commercial General (CG) zoning district
(Case manager: James Roach)

UV-27-12 **Storage Express Holdings, LLC
301 W. Patterson Dr.**

Plan Commission recommendation to the BZA for a use variance to allow development in the floodplain
(Case manager: Eric Greulich)

End of Agenda

***Next Plan Commission hearing scheduled for August 6, 2012*

**BLOOMINGTON PLAN COMMISSION
STAFF REPORT**

Location: 600-614 E. 2nd St. & 606-612 S. Fess Ave.

**CASE #: UV-28-12
DATE: July 9, 2012**

PETITIONERS: Bill Shank
12110 N. Gray Road, Carmel, IN

Bloomingfoods
117 S. Gentry Ave, Bloomington

CONSULTANTS: Smith Neubecker and Associates, Inc
453 S. Clarizz Blvd, Bloomington

Marc Cornett
101 E. Kirkwood Ave, Bloomington

REQUEST: The petitioners are requesting two use variances to allow single family homes within an RM district to be located on new lots and outdoor merchandising within a CL zoning district. These use variance requests require Plan Commission review and recommendation to the Board of Zoning Appeals.

SUMMARY: The petitioners currently have several properties that are bound by S. Henderson Street to the west, E. 2nd Street to the north, and S. Fess Avenue to the east. The properties are bisected by an existing north/south alley right of way and have three zoning designations. There is also an existing east/west alley that borders the property to the south. Three existing single family lots on the western portion of the site are zoned Residential Multifamily (RM). An existing parking lot west of the alley, the former K & S Grocery building, and an existing 5 bedroom house located at the northeast corner of the site are zoned Commercial Limited (CL). An existing multi-family structure at the southeast corner of the site is zoned Residential High-Density Multifamily (RH). The site is surrounded by other multi-family zoning districts to the north, east, and west and Residential Core (RC) zoning to the south. There is a mix of single family and multi-family structures in the immediate area that have a high percentage of rental use.

The petitioners are proposing to remove the former commercial building, construct a new commercial structure of 5,100 – 6,700 square feet to house Bloomingfoods, and construct a new multifamily building with 21 bedrooms in 19 units on the southwest corner of the property. If approved, the petitioners will seek a replat of the properties to place all of the existing and proposed structures on their own lots. To permit this development and the future subdivision of these lots, the petitioners are seeking several development standards variances from the BZA.

In addition to the development standards variances, the request has two aspects that require use variances. The Plan Commission is being asked to review the use variance requests to determine consistency with the Growth Policies Plan (GPP) and make recommendations to the BZA.

The future subdivision requires a use variance. In the RM district, the Unified Development Ordinance (UDO) only permits single family structures on “lots of record” created prior to the existing ordinance. Essentially, this allows single family homes to be constructed or expanded in districts other than those zoned for single family use. What the UDO does not permit is for new single family lots to be created within non-single family districts. Therefore, a large multi-family tract could not be subdivided into single family subdivisions intended for new homes. The existing single family homes on the site are all permitted as they are on long-standing, individual lots. However, the proposed redrawing of lots on these lots to accommodate the new commercial and multi-family structure will alter the “lots of record”. Since the existing single family homes would no longer be on “lots of record” created prior to the UDO, a use variance is necessary prior to a new subdivision.

Staff is supportive of this request. If the single family homes are allowed to remain on individual lots, it will allow the possibility to be reverted back to owner-occupied homes in the future. If the new lots are not approved, the petitioners would most likely aggregate the lots into a single lot with multiple structures. Additionally, these are existing structures. The approval would only allow the historical lots to be reduced in size and altered in shape.

The second use variance that is being reviewed with this request is to allow a commercial tenant to have outdoor merchandising. Outdoor display of goods is not permitted within the CL zoning district and is normally associated with larger retail users. The petitioners see an outdoor component to the grocery store to be an integral part of their business. As evidenced by the existing Bloomingfoods store at the corner of W. 6th Street and N. Madison Street, staff finds that the outdoor component to the proposed grocery will only enhance the pedestrian nature and experience of the store.

SITE PLAN ISSUES: As previously stated, the petitioners are seeking a large package of variances with this proposal. The BZA will evaluate the individual variance requests. The large number of variances is driven by the redevelopment nature of the project. The neighborhood-serving grocery store is a highly desirable use by both the City and the adjacent neighborhood. For this project to become feasible, Bloomingfoods has worked with the property owner and the neighborhood to develop a site plan that includes not only a new commercial building, but also a new 19-unit apartment building located along the existing east/west alley and fronting on Henderson St.

Due to the infill nature of the project, many of the technical site plan requirements would not be met. With this development request, each individual lot is required to meet UDO standards in terms of setbacks, buffers, density, impervious surface coverage, etc. This has resulted in the large package of variances. The BZA will be reviewing the petition in a manner that determines the appropriateness of the overall project in terms of the impact to the surrounding area and other variance criteria. Again, the site plan has been developed with significant input from the Elm Heights Neighborhood.

Parking: The existing site has a parking lot that is located west of the north/south alley and includes parking spaces within the alley right-of-way. The drive aisle for the parking lot functions as the alley, but is not within the right-of-way. The petitioners are proposing to rework this parking area to create a vegetated buffer between 2nd St. and the parking lot, create parking lot islands that better define the parking area from the alley to the south, create new greenspace within the parking lot, reduce the width of the drive onto 2nd St, create a bicycle parking area, and provide approximately 22 parking spaces to be shared by the new multi-family structure and the new grocery.

The petitioners are proposing to continue the current configuration with parking spaces encroaching into the alley right-of-way and the parking lot aisle functioning as the alley. However, with this request, the petitioners would legitimize the encroachment of the parking and place an ingress/egress easement within the aisle to ensure access through the site in place of the alley.

In addition to the 22 surface parking spaces, the proposed apartment building has been designed to include 9 parking spaces within the building that will back-out onto the alley to the south. The alley will be widened at this location to accommodate the necessary turning movements. The parking area will be open to the south and west facades. The petitioners have added a screen wall to the west to buffer the parking area from Henderson St. These parking spaces will meet the minimum required on-site parking spaces for the new apartment building. This lot has a minimum parking requirement due to the RC zoning district to the south.

The existing parallel parking spaces along 2nd St. are proposed to be replaced with 11 angled street parking spaces mostly utilized by the grocery. Several existing surface parking spaces are currently located on the site immediately adjacent to the intersection of 2nd St. and Fess Ave. This area of pavement will be removed and replaced with a plaza constructed of pervious pavers and utilized by the grocery. There is a large elm tree adjacent to this area that will be preserved and protected throughout construction. The existing drive cuts onto both 2nd St. and Fess Ave. would be removed with this petition.

A new pervious parking area for 5 parking spaces is being proposed for the multi-family structure at 612 S. Fess. This will bring the property into compliance with UDO parking requirements as this lot is adjacent to an RC zoning district. The other single family structures on the property are not immediately adjacent to the RC zoning district and have maximum parking requirements. An existing shared drive between 604 and 608 E. 2nd St. will remain with this proposal.

Scale/Architecture: The proposed commercial building is proposed to be one-story with high ceilings and a potential partial mezzanine level. The north façade of the structure will be constructed of brick and glass storefront. It will include a metal canopy structure. The brick will wrap the corners of the structure and will transition to painted block further to the south. The roof is proposed to be flat with a decorative parapet on the brick portion. The petitioners are exploring the possibility of utilizing the block facades for vegetated green walls.

The apartment building is proposed to be 3-stories in height (42'). A height variance has been requested from the BZA. It will have a front entry facing the Henderson St. frontage with a covered porch entry. The materials are proposed to be cement board of differing styles such as horizontal siding and board and batten patterns. The roof would be shingled with a hip roof.

Lot Standards: As previously stated, the BZA will be reviewing a large package of variances to allow this infill project. The newly created lots will result in various substandard lots in terms of size, widths, impervious surface, density, and setbacks.

Streetscape: With this petition, the adjacent streetscapes will be significantly modified. Two drive cuts will be removed completely and a third will be reduced in width. New angled spaces would replace existing parallel spaces on 2nd St, therefore reducing the road width. New street trees are proposed for sections of 2nd St. and along Henderson St. Some existing sidewalks will be reused, while several sections of new sidewalk will be required to be installed. The sidewalk along 2nd St. is proposed to be routed under the proposed canopy of the grocery in a manner similar to Bloomingfoods' W. 6th St. store. The proposed use variance would allow this area to also be utilized for display of produce and goods. Another significant improvement is the conversion of the existing surface parking lot located at the northeast corner into a plaza space. Staff finds these to be desirable improvements to the existing streetscape that is currently dominated by surface parking and a vacant commercial building in disrepair.

GROWTH POLICIES PLAN: The Plan Commission must make a recommendation to the BZA regarding the appropriateness of the use and its consistency with the Growth Policies Plan (GPP). More specifically, the Plan Commission must rule that the proposed use will not substantially interfere with the GPP.

The GPP designates this property as "Core Residential (CR)". The fundamental goal of these areas is to protect and enhance "the unique character, urban form, and land use pattern of the near-downtown residential areas."

Staff has included the Core Residential sheet from the GPP in the packet. Staff finds that the proposed redevelopment does not substantially interfere with these policies and specifically achieves the following policies:

- Multi-family (medium and high-density) residential and neighborhood-serving commercial uses may be appropriate for this district when compatibly designed and properly located to respect and compliment single family dwellings. Neighborhood-serving commercial uses, and possibly even office uses, may be most appropriate at the edge of Core Residential areas that front arterial street locations. *Staff notes that the proposed commercial is not located along an arterial street, but is located where a historically commercial property has been located in the past.*
- Explore opportunities to introduce nodes of appropriately designed, neighborhood scaled commercial uses within the core neighborhoods.
- Discourage the conversion of single family homes to apartments.

- Promote neighborhood enhancements of public improvements such as sidewalks, streetlights, street trees and landscaping, and playgrounds and play areas.
- Residential parking should be encouraged to utilize garages accessed by alleys to the rear of properties, while front yard parking shall be prohibited.

This project also helps to meet several Guiding Principles of the GPP. Specifically, staff finds that the proposed redevelopment will help to achieve the goals of Compact Urban Form and Mitigate Traffic by providing new housing units in close proximity to campus as well as providing neighborhood-serving commercial in close proximity to existing residential units. More specifically, staff directs the Plan Commission to the following implementation measures called for by the Compact Urban Form guiding principle:

- CUF-6 Direct commercial development to existing commercially zoned land, and provide incentives to encourage the re-use and improvement of vacant or under-developed commercial sites, particularly along arterial roadway corridors.
- CUF-9 Amend the Zoning Ordinance to allow the development of appropriately located, designed and scaled neighborhood serving commercial centers in all geographic sectors of the community.

ENVIRONMENTAL COMMISSION: The Environmental Commission has reviewed this request and had two proposed conditions:

1.) The Petitioner should apply green building and site design practices to create a high performance, low carbon-footprint structure and provide space for recyclable materials to be collected.

Staff's Response: The petitioners have expressed an intent and desire to utilize several green building features for the proposed grocery. Staff anticipates more details of these features to be discussed by the petitioners at the BZA hearing.

2.) The Petitioner should contribute financially to the city tree fund to enhance the urban forest of Bloomington.

Staff's Response: Staff has explored similar contributions in the past. Staff has been advised that these types of alternative financial commitments are not appropriate and should not be utilized for these types of approvals.

NEIGHBORHOOD INPUT: The petitioners have met with the Elm Heights Neighborhood several times throughout their planning process. The neighborhood is supportive of the use variance requests for this proposal. Additional letters of support have been included in the packet.

CONCLUSION: Staff finds that this property is a prime infill opportunity. The proposed redevelopment will replace a blighted commercial structure with a new and highly

desirable neighborhood grocery. Although new multi-family structures within core neighborhoods are often discouraged, the proposed apartment building has mostly one-bedroom units. These lower bedroom count units typically have fewer compliance issues with undesirable impacts such as noise and trash. The zoning of this portion of the site as RM makes the use appropriate and the inclusion of grocery makes this mixed-use project a better fit within the neighborhood. There is a high concentration of rentals in the area and the residential and commercial uses will be able to utilize a shared parking situation to reduce the potential impacts to the surrounding street parking network. Ultimately, staff finds this proposal not only compatible with the GPP, but that it will advance many of its goals and objectives. The proposed neighborhood grocery is a use that staff has encouraged in the past and continues to support.

RECOMMENDATION: Staff recommends that the Plan Commission forward UV-28-12 to the Board of Zoning Appeals with a positive recommendation.

MEMORANDUM

Date: June 28, 2012
To: Bloomington Plan Commission
From: Bloomington Environmental Commission
Through: Linda Thompson, Senior Environmental Planner
Subject: UV-28-12: Second Street Neighborhood Grocery and Apartments

This memorandum contains the Environmental Commission's (EC) input and recommendations regarding a Use Variance for UV-28-12, Second Street Neighborhood Grocery and Apartments. The variance request is to allow outdoor merchandise on a patio and plaza, and the creation of substandard lots for the existing homes in a Commercial Limited Zoning District.

The EC is in favor of a neighborhood grocery store; therefore the Commission supports this Use Variance. This development is also a good example of compact urban form that promotes walkability and will result in fewer vehicle trips for grocery shopping by neighborhood residents. Therefore, the EC supports the requested variances in this case.

ISSUES OF SOUND ENVIRONMENTAL DESIGN:

1.) GREEN BUILDING:

The EC recommends that the developer use green building and site design practices. The built environment (sometimes referred to as gray infrastructure) impacts health, economy, ecological services, and the overall quality of life, as recognized by the City of Bloomington's commitment to green building.

Green building and site design can provide substantial savings in energy costs to a building over its life cycle and is thus an especially prudent investment in this time of rising energy prices. Green building and site design features are consistent with the spirit of the UDO and supported by Bloomington's overall commitment to sustainability and its green building initiative (<http://Bloomington.in.gov/greenbuild>). Sustainable building practices are explicitly called for by the Mayors' Climate Protection Agreement signed by Mayor Kruzan, by City Council resolution 06-05 supporting the Kyoto Protocol and reduction of our community's greenhouse gas emissions, and by City Council resolution 06-07, which recognizes and calls for planning for peak oil.

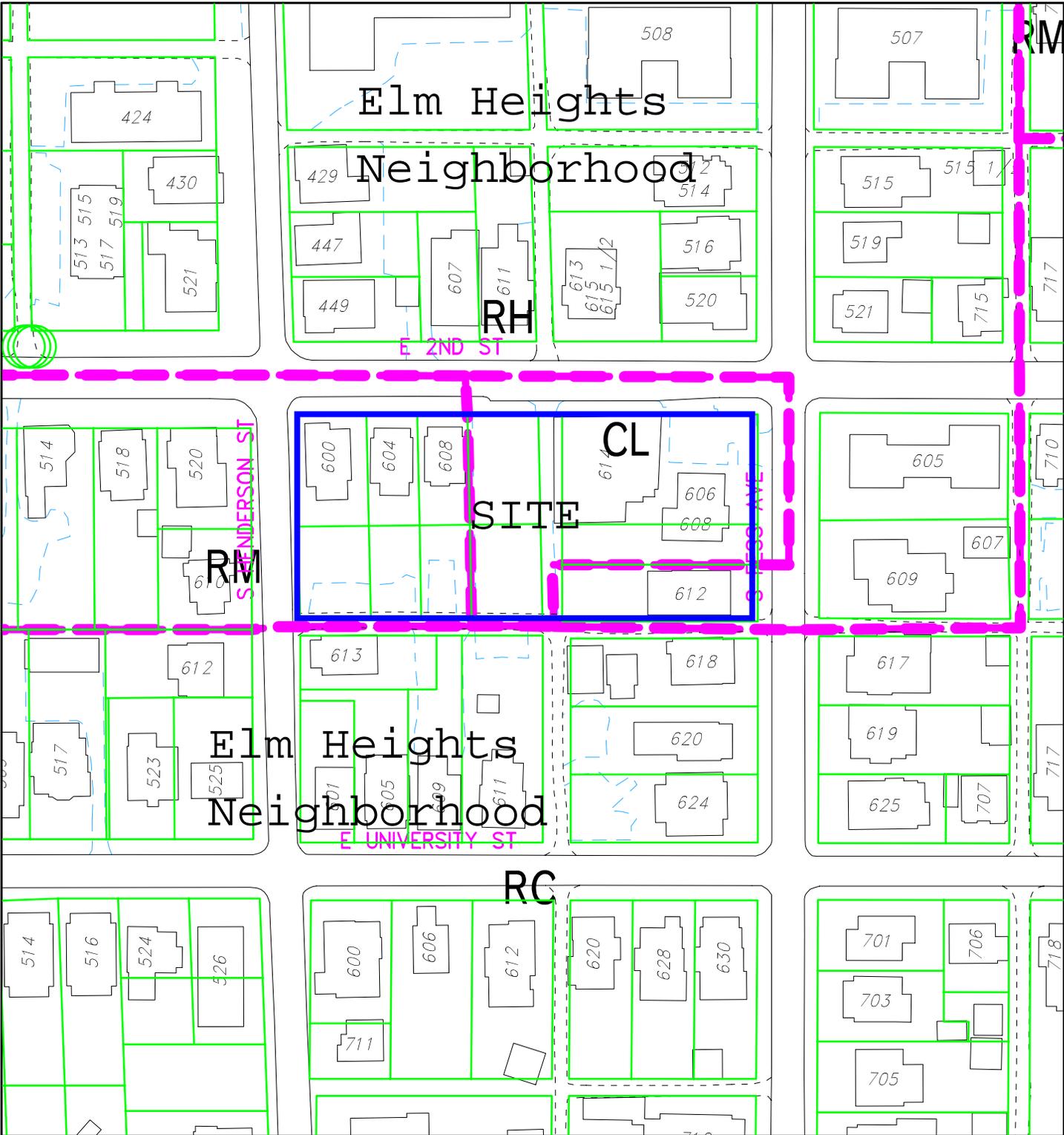
Extra effort should be made to incorporate green building and site design practices and space for recyclable-materials collection that reduce the development's carbon footprint and promote healthy indoor and outdoor environments. Lack of recycling services is the number one complaint that the EC receives from apartment dwellers in Bloomington. Recycling has become an important norm that has many benefits in energy and resource conservation. Recycling is thus an important contributor to Bloomington's environmental quality and sustainability and it will also increase the attractiveness of the apartments to prospective tenants.

2.) TREE BANK:

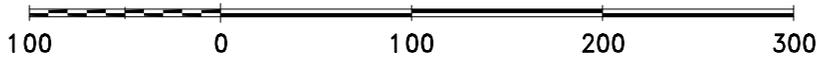
This plan will result in more impervious surface than the Unified Development Ordinance allows, thus leaving little opportunity for preserving or enhancing any green infrastructure, or permeable, vegetated space. These features support functioning ecosystems and associated services (e.g. climate control, aesthetic enrichment) that impact health, economy, and the overall quality of life. Because this developer will not be providing the required amount of green infrastructure, the EC recommends that they contribute financially to the City's tree fund so trees can be planted elsewhere in the city.

EC RECOMMENDATIONS:

- 1.) The Petitioner should apply green building and site design practices to create a high performance, low carbon-footprint structure and provide space for recyclable materials to be collected.
- 2.) The Petitioner should contribute financially to the city tree fund to enhance the urban forest of Bloomington.



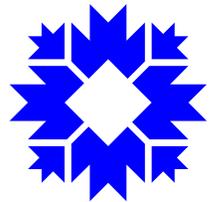
By: shayp
4 Jun 12



For reference only; map information NOT warranted.



City of Bloomington
Planning



Scale: 1" = 100'



"Providing professional land planning, design, surveying and approval processing for a quality environment."

Stephen L. Smith P.E., L.S.
Daniel Neubecker L.A.
Steven A. Brehob, B.S.Cn.T.

June 12, 2012

City of Bloomington Plan Commission
And Board of Zoning Appeals
C/o Pat Shay
Planning Department
Showers Building
Bloomington, Indiana

Re: Second Street Neighborhood Grocery and Apartments
Applications

Dear Pat and Board Members,

Property owner Bill Shank and Bloomingfoods are seeking approvals to allow a mixed use infill development with a new neighborhood grocery and an apartment building at the site of the old K&S grocery on East Second Street.

The site is the north one half of the block bounded by Second Street on the north, Henderson on the west and Fess on the east. The five existing homes on the property are to remain in place with newly platted boundaries for four of the homes. The open space along Henderson Street will have the new apartment building with 21 beds. The old grocery building will be removed and replaced with a new facility. The existing parking lot will remain and be revitalized.

Plan Commission Application. Application is being made to the Plan Commission for Use Variances, creation of substandard lots, waiver to right of way dedication and preliminary plat.

- Use Variances are being sought to allow outdoor merchandise on the patio and plaza of the new grocery and the creation of substandard lots for the existing homes.
- Waivers are requested for the right of way dedication on Henderson Street and on Fess Avenue. A spreadsheet detailing these requirements is attached.
- Preliminary plat approval is for the lot reconfiguration necessary to accommodate the project.

Board of Zoning Appeals Application. Application is being made to the BZA for the use variances (2) and a package of variances (15) to the development standards to allow the proposed project. The variances are detailed on an attached spreadsheet and summarized as follows;



- Use Variances are being sought to allow outdoor merchandise on the patio and plaza of the new grocery and the creation of substandard lots for the existing homes in the CL zone.
- Building setbacks: front, side and rear
- Parking setbacks; front, side and rear
- Lot width
- Minimum lot area
- Density
- Impervious surface percentage and parking lot impervious percentage
- Landscaping
- Building height
- Buffer yard requirements
- Back out parking standards
- Maximum individual tenant size in the CL zone

Detailed Project Description. *Preliminary Plat* approval is being sought to reconfigure the existing parcels. The home and lot at 612 South Fess will remain unchanged. The lots that now include 614 East Second (grocery site) and 606-608 South Fess (existing house) will be reconfigured to provide 5' of land around the north and west sides of the house with the remaining space available for the grocery.

The parcels in the northwest ¼ block will be reconfigured to provide a small lot for each of the existing homes and an L shaped parcel for the new apartments and the existing parking lot.

The *apartment building* will be three stories and be about 42' tall. Parking is provided on the first floor off the alley. A total of 21 beds are proposed in 16 one bedroom units, 1 efficiency unit and two two bedroom units. The architecture is illustrated on the elevations being submitted with this application.

The *existing parking lot* will be retained and rejuvenated. Curbed and landscaped islands are added on the four corners of the lot and midway along the grocery frontage. The lot will be repaired and sealed or resurfaced; to be determined at site plan stage. Parking in the existing configuration requires approval to encroach from the Board of Public Works. Reuse of the existing lot minimizes the amount of site development disturbance. An easement is proposed in the isle of the parking lot to allow traffic flow that would have used the alley.

The *new grocery building* will be constructed on about the same site as the existing structure. It will be set a little farther south to accommodate diagonal parking on Second Street and a porch with canopy on the front of the building. The ground floor will have about 5100 s.f. About 1600 sf of second story space



may be developed. The existing parking lot that straddles the sidewalk in the northeast corner of the site will be replaced with an outdoor plaza serving the grocery. The stately elm tree at the southeast corner of the plaza will be preserved.

The plaza area, new parking at 612 South Fess and the pavement at the entry to the apartment building will be pervious (probably pavers).

The area is served by existing water, sewer and storm sewer lines. Connections will be made generally as shown on the preliminary drawings and as determined at site plan approval.

Landscaping shall be provided generally as shown on the landscape plan with final details at site plan review. A detailed plan for the plaza will also be submitted with the final site plan.

The following items are being submitted with this application;

- This application letter and spreadsheets
- Application form
- Application fee
- Two full size and one reduced set of site plans
- Pdf files of the drawings
- Preliminary architectural elevations of the grocery
- Preliminary architectural elevations of the apartment building

As you know, this project has evolved and developed in close coordination with the neighborhood and planning staff over the last couple of years. Thank you for your support in getting to this point. We look forward to working with the staff and the various constituents as the project begins its way through the City enablement processes.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'S. L. Smith', is written over the typed name.

Stephen L Smith
Engineer for;
Second Street Neighborhood Grocery and Apartments



SCALE: 1"=20'

GENERAL NOTES

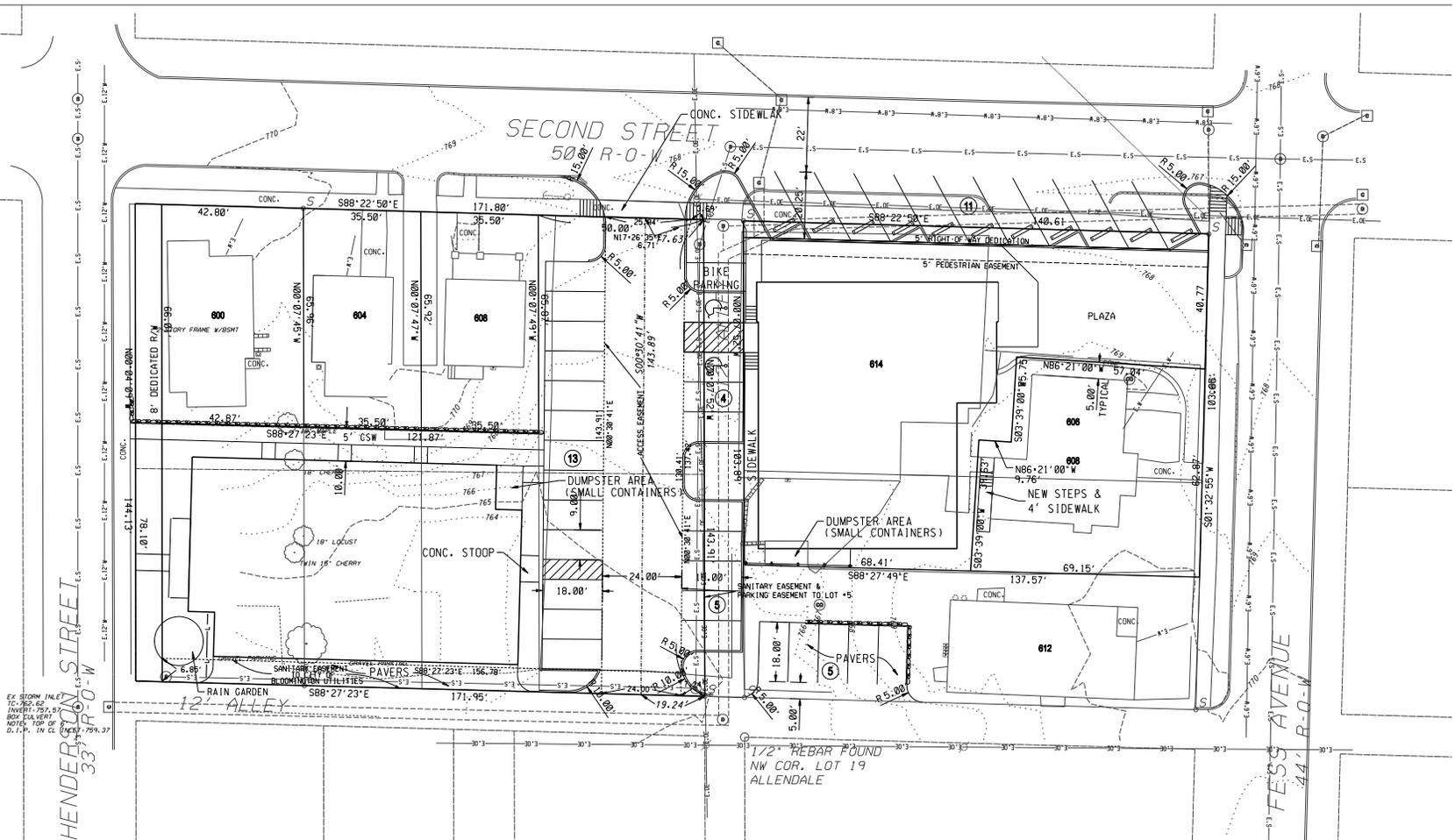
- 1) SEE SMITH NEUBECKER STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- 2) TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLELS: RIM ELEVATION
B) INLETS: SEE DETAIL PACKET
- 3) LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

SITE PLAN NOTES

- 1) SIDEWALK MAPS SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 2) PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 1988 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
- 3) CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.

SITE LEGEND

DRAINAGE EASEMENT	10' OE
UTILITY EASEMENT	10' OE
DR. & UT. EASEMENT	10' DAUE
2" ROLL CURB	
2' CURB AND GUTTER	
6" STANDING CURB	
CONCRETE SIDEWALK	
HANDICAPPED RAMP	
RET. WALL (CONCRETE)	
RET. WALL (STONE)	
RET. WALL (WOOD)	
FENCE (BARB WIRE)	
FENCE (CHAIN LINK)	
FENCE (SMOOTH WIRE)	
FENCE (POST & RAIL)	
FENCE (WOOD SLAT)	
GUARD RAIL	
PROPOSED STREET TREE	
BOLLARD	
DUMPSTER (WOOD)	
DUMPSTER (MASONRY)	



UV-28-12
SITE PLAN

BY DATE REVISIONS

E SECOND STREET

5 PARALLEL PARKING SPACES

4 PARALLEL PARKING SPACES

EXIST 5 BR HOUSE
600

EXIST 5 BR HOUSE
604

EXIST 3 BR HOUSE
608

24 PARKING SPACES

12' ALLEY

EXIST 5 BR HOUSE
606-608

THE TREE

S HENDERSON STREET

S FESS AVENUE

5 PULL-IN PARKING SPACES

EXIST 5 UNIT APT BLDG
612

12' ALLEY

12' ALLEY

613

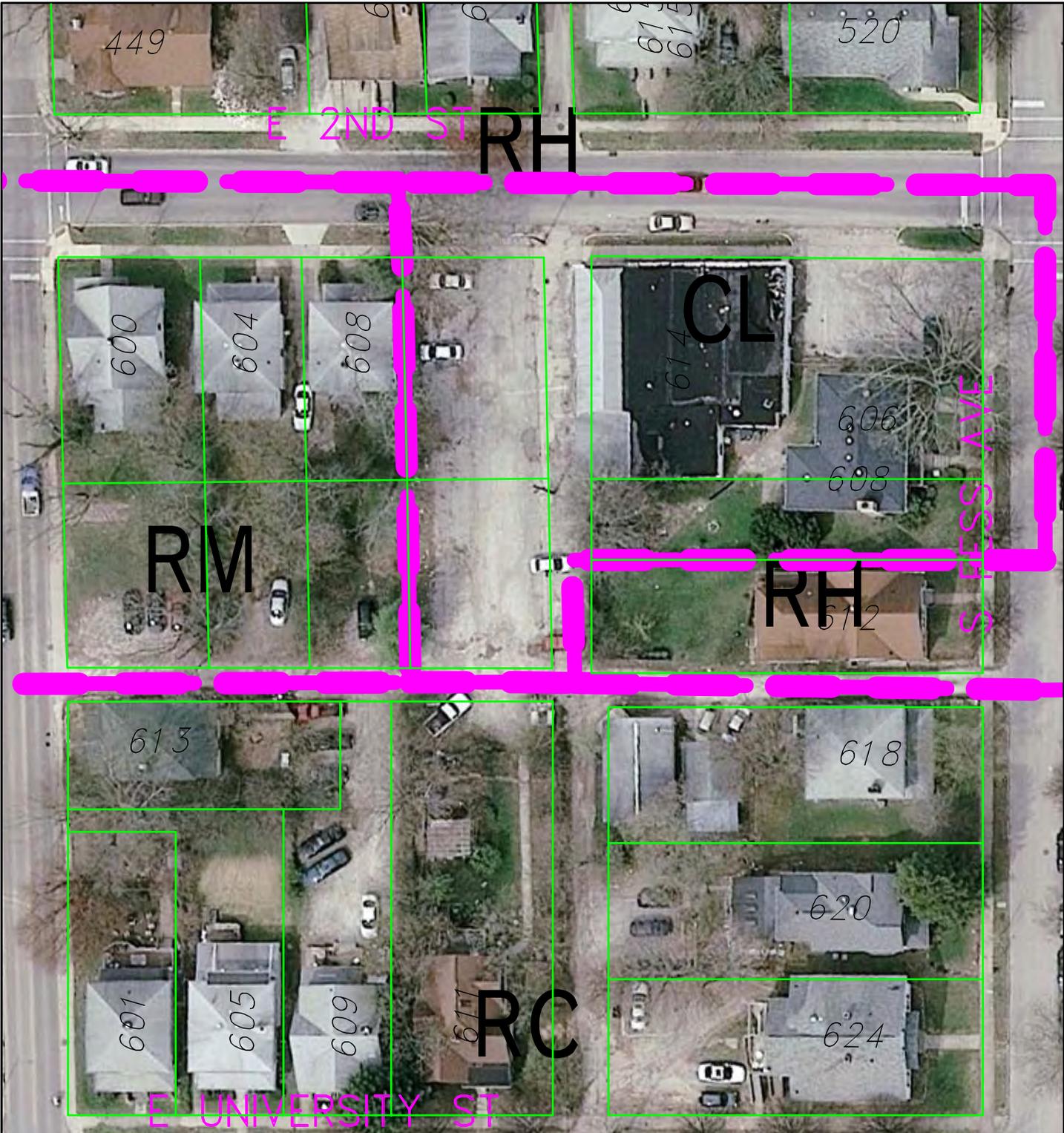
618

UV-28-12

EXISTING SITE PLAN

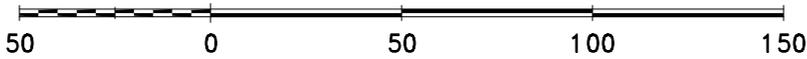
SCALE: 1" = 40'-0"

14

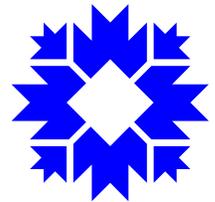


UV-28-12 AERIAL PHOTO

By: shapp
4 Jun 12



City of Bloomington
Planning



Scale: 1" = 50'

For reference only; map information NOT warranted.



PART 2: The Geography of the Policies

Core Residential

Intent

This category encompasses those neighborhoods surrounding Bloomington’s downtown and Indiana University. These areas are neighborhoods of cottages and bungalows (some architecturally and historically distinctive) built at higher densities than more recent residential development. Core Residential areas are characterized by a grid-like street system, alley access to garages, small street setbacks, and a mixture of owner occupants and rental tenants. The unique character, urban form and land use pattern of the near-downtown residential areas must be protected and enhanced.

Land Use

The predominant land use for this category is single family residential; however, redevelopment has introduced several uncharacteristic uses such as surface automobile parking, apartments, offices, retail space and institutional activities. This district is designed primarily for higher density single family residential use. The existing single family housing stock and development pattern should be maintained with an emphasis on limiting the conversion of dwellings to multi-family or commercial uses, and on encouraging ongoing maintenance and rehabilitation of single family structures. Multi-family (medium and high-density) residential and neighborhood-serving commercial uses may be appropriate for this district when compatibly designed and properly located to respect and compliment single family dwellings. Neighborhood-serving commercial uses, and possibly even office uses, may be most appropriate at the edge of Core Residential areas that front arterial street locations. More specific land use policies include:

- *Allow multi-family redevelopment along designated major streets, in transition areas between the downtown and existing single family residential areas, and when appropriately integrated with adjacent uses per adopted form district requirements.*
- *Explore opportunities to introduce nodes of appropriately designed, neighborhood scaled commercial uses within the core neighborhoods.*
- *Discourage the conversion of single family homes to apartments.*

- *Utilize targeted tax abatements and grant programs in specific neighborhoods to provide incentives for increased owner occupancy and affordable housing construction.*

Urban Services

Core Residential Areas have full accessibility to necessary urban services. Therefore, the main objective for these areas is to maintain adequate levels of urban service and where possible to improve the capacity and aesthetics of all urban services. In some core neighborhood areas, existing utilities infrastructure is outdated and deficient, and must be upgraded, with assistance from the City, as a component of infill development.

- *Promote neighborhood enhancements of public improvements such as sidewalks, streetlights, street trees and landscaping, and playgrounds and play areas.*
- *Opportunities to repair and upgrade underground utilities must be pursued in order to preserve the capacity of aging utilities in the urban core.*
- *When major utilities projects are required, other urban amenities (sidewalks, landscaping, etc.) should be upgraded simultaneously to reduce the need for multiple construction processes.*
- *In new development or redevelopment projects, utilities should be placed underground and located so as to minimize potential conflicts with trees and other landscaping features.*
- *The City should reduce cost barriers for affordable housing providers by upgrading deficient utilities in core neighborhoods.*

Site Design

The majority of core neighborhoods have been built out, so major changes will occur with redevelopment and property turnover. Redevelopment and rehabilitation of existing structures should respect the unique character and development pattern of the Core Residential areas. Core Residential development should emphasize building and site compatibility with existing densities, intensities, building types, landscaping and other site planning features.

- *The Zoning Ordinance should include new site planning standards that reflect existing patterns of development in core neighborhoods (Form Districts).*
- *Residential parking should be encouraged to utilize garages accessed by alleys to the rear of properties, while front yard parking shall be prohibited.*



COMMERCIAL
BUILDING
LOOKING SE



PARKING LOT
LOOKING SE
DOWN ALLEY



LOOKING SE
FROM
INTERSECTION
OF 2ND AND
HENDERSON



PARKING AREA AT
2ND AND FESS
TO BE CONVERTED
TO PLAZA



UV-28-12
COMMERCIAL
1 STORY OPTION



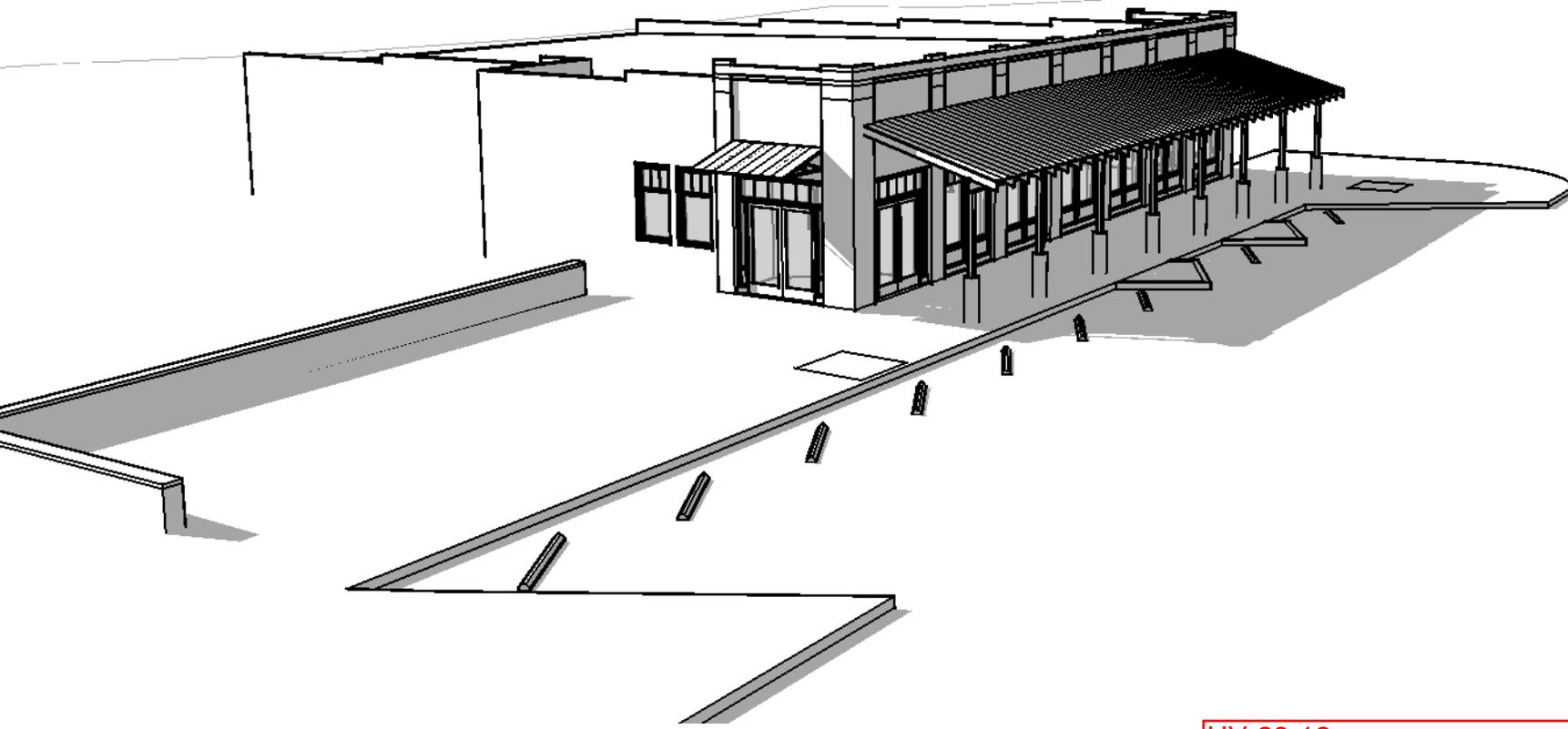
A FRONT ELEVATION - NORTH
SCALE: 1" = 10'-0" 6-1-12

BLOOMINGFOODS - ELM HEIGHTS - SECOND ST.
TWO STORY OPTION

UV-28-12
COMMERCIAL
2 STORY OPTION

A-102

MARC CORNETT, ARCHITECT. COPYRIGHT 2012



UV-28-12
COMMERCIAL RENDERING -
LOOKING SOUTHWEST



UV-28-12 STOREFRONT
EXAMPLE FROM 6TH ST.



SHANK APARTMENTS DEVELOPMENT - HENDERSON ST

UV-28-12 MULTI-FAMILY
ELEVATION FROM
HENDERSON ST.

A

FRONT ELEVATION - WEST

SCALE: 1/16" = 1'-0"

MARC CORNETT, ARCHITECT - COPYRIGHT 2012

B-101



SHANK APARTMENTS DEVELOPMENT - HENDERSON ST.

UV-28-12 MULTI-FAMILY ELEVATION FROM SOUTH

A

SIDE ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"

MARC CORNETT, ARCHITECT - COPYRIGHT 2012

B-102

INSTRUMENT NO.

PLAT CABINET

ENVELOPE

RECORD DESCRIPTION
 A part of Lot Number Thirty-four (34) in Selim's Addition to the City of Bloomington, Indiana, and a part of Lot Number One (1) in Allendale Addition to the City of Bloomington, Indiana, described as follows, to wit: Beginning at a point on the south line of Lot Number One (1) in Allendale Addition to the City of Bloomington, Indiana, five (5) feet east of the east line of the curbing along the east side of Henderson Street running thence north on the east line of the sidewalk on the east side of said Henderson Street through Lot Number Thirty-four (34) in Selim's Addition to the City of Bloomington, Indiana, to the south line of the sidewalk running from the south side of Second Street thence East on the south line of said Second Street a (walk) fifty (50) feet thence South through said Lot Number (34) in Selim's Addition to the South line of said Lot Number One (1) in Allendale Addition thence west on the south line of said Lot Number One (1) in Allendale Addition to the place of beginning.

The west half of the following described tract of land, to-wit: Part of Lot Number One (1) in Allendale Addition to the City of Bloomington, Indiana, and a part of Lot Number Thirty-four (34) in Selim's Addition to the City of Bloomington, Indiana, bounded and described as follows, to-wit: Beginning at a point on the north line of said Lot Number Thirty-four (34) in Selim's Addition to the City of Bloomington, Indiana, fifty (50) feet west of the northeast corner of said Lot Thirty-four (34) running thence south through said Lot Thirty-four (34) in Selim's Addition and through said Lot One (1) in Allendale Addition to the City of Bloomington, Indiana to the south line of said Lot One (1) in Allendale Addition, thence west along the south line of said Lot One (1) in Allendale Addition a distance of seventy one (71) feet, thence north one (1) foot to the north line of said Lot Thirty-four (34) in Selim's Addition thence East along the north line of said Lot Thirty-four (34) in Selim's Addition to the place of beginning.

Part of Lot Number One (1) in Allendale Addition to the City of Bloomington, Indiana, and a part of Lot Number Thirty-four (34) in Selim's Addition to the City of Bloomington, Indiana, bounded and described as follows, to-wit: Beginning at a point on the north line of said Lot Number Thirty-four (34) in Selim's Addition to the City of Bloomington, Indiana, fifty (50) feet west of the northeast corner of said Lot Number Thirty-four (34) running thence south through said Lot Number Thirty-four (34) in Selim's Addition and through said Lot One (1) in Allendale Addition to the City of Bloomington, Indiana to the south line of said Lot One (1) in Allendale Addition running thence west along the south line of said Lot One (1) in Allendale Addition for a distance of thirty-five and one-half (35 1/2) feet running thence North for a distance of one hundred and forty-five (145) feet to the north line of said Lot Number Thirty-four (34) in Selim's Addition running thence East along said north line of said Lot Number Thirty-four (34) in Selim's Addition to the place of beginning.

Lot Number Three (33) in Selim's Addition to the City of Bloomington, Indiana, fifty (50) feet off the East end of Lot Number One (1) in Allendale to the City of Bloomington, Indiana.

Lot Number One (1) in Allendale Addition to the City of Bloomington, Indiana, twenty (20) feet off the East end of Lot Number One (1) in Allendale to the City of Bloomington, Indiana.

The undersigned, William Stone, being the owner of the above described real estate, do hereby certify, read and approve the same, this day and certify in accordance with this plan, the right-of-way and easement shown hereon and hereby declare to the public, the within plat shall be taken and designed as described hereon from this day.

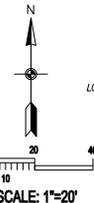
IN WITNESS WHEREOF, I, William Stone, have hereunto executed this day of 2012.

William Stone
 STATE OF INDIANA
 COUNTY OF MONROE

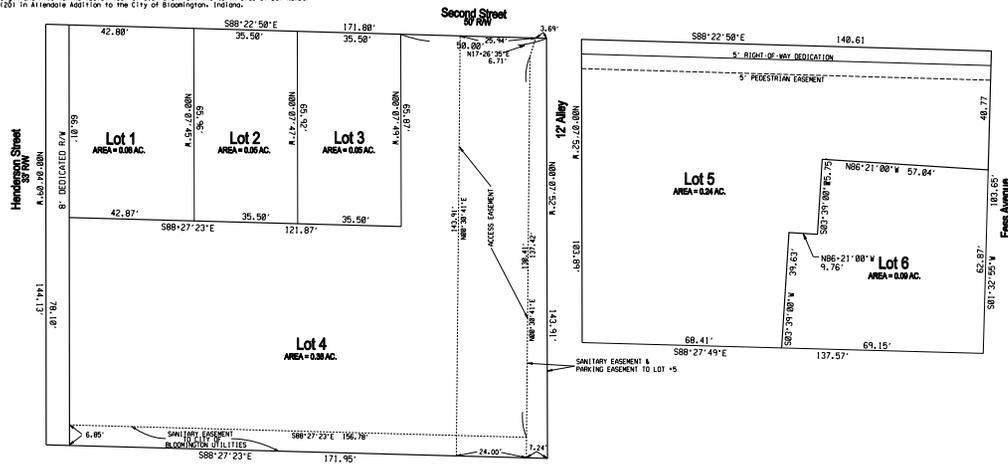
Before me, a Notary Public in and for the State of Indiana and Notary Public for the County of Monroe, personally appeared William Stone, personally known to me, and being on this day of the year 2012, acknowledged to me the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this day of 2012.

By Commission Expires:



LOCATION MAP
 No Scale



NOTES:
 1. All corners are to be marked with a 4" x 2" capped rebar.

MONUMENT LEGEND

STONE MONUMENT	□
STONE WITH X	⊠
CONCRETE MONUMENT	⊞
1/2" REBAR W/PLASTIC CAP SET	⊞
REBAR FOUND	⊞
ROV FINE FOUND	⊞
FENCE POST FOUND	⊞
RAILROAD SPIKE FOUND	⊞
PK NAIL	⊞
GPS MONUMENT	⊞
HIGHWAY BOX	⊞

PLAN COMMISSION AND BOARD OF PUBLIC WORKS
 Under the authority provided by Chapter 174, Acts of 1941 enacted by the General Assembly of the State of Indiana a ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

Charlotte Zietlow, President

James Nickerson, Vice President

Frank N. Wasonagos, Secretary

Approved by the City Plan Commission at a meeting held:

Tom Micaola, Director of Planning

Jack Baker, President of Plan Commission

SECOND STREET AND HENDERSON STREET
 PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC., 453 S. CLARIZ BLVD., BLOOMINGTON, INDIANA 47401

JOB NO. 4656
 PAGE 1 OF 1

**UV-28-12 FUTURE
 PLAT REQUEST**



Patrick Shay <shayp@bloomington.in.gov>

Fwd: [Planning] Bloomingfoods proposal at 2nd and Fess

Jane Weiser <weiserj@bloomington.in.gov>

Thu, Jul 5, 2012 at 8:15 AM

To: Patrick Shay <shayp@bloomington.in.gov>, Tom Micuda <micudat@bloomington.in.gov>

----- Forwarded message -----

From: **Charles Brandt** <c@charlesbrandt.com>

Date: Wed, Jul 4, 2012 at 4:41 PM

Subject: [Planning] Bloomingfoods proposal at 2nd and Fess

To: planning@bloomington.in.govCc: southernjenny@yahoo.com, jenn.h@bloomingfoods.coop

Hello,

We are writing to express our full support of the Bloomingfoods project proposal at 2nd and Fess. As residents of the neighborhood, we see this as an obvious improvement. We also support any variances required to make this proposal a reality.

Unfortunately, we will not be able to attend the meetings with the Planning Commission on July 9th nor the meeting with the Board of Zoning Appeals on July 19th. We hope that this letter will serve as a proxy for our attendance of the meetings. Please convey our excitement and approval of this project to whom it may concern.

Many thanks,

Charles Brandt and Tessa Bent
1st & Fess

--

Jane Weiser
Planning Assistant
City of Bloomington Planning Department
phone: 812-349-3423 fax: 812-349-3535

UV-28-12 LETTER
OF SUPPORT



Patrick Shay <shayp@bloomington.in.gov>

Fwd: [Planning] Support for Bloomingfoods store in Elm Heights neighborhood

Jane Weiser <weiserj@bloomington.in.gov>

Mon, Jul 2, 2012 at 8:14 AM

To: Eric Greulich <greulice@bloomington.in.gov>, Patrick Shay <shayp@bloomington.in.gov>, Tom Micuda <micudat@bloomington.in.gov>

----- Forwarded message -----

From: **Debby Herbenick** <debby.herbenick@gmail.com>

Date: Sun, Jul 1, 2012 at 7:29 PM

Subject: [Planning] Support for Bloomingfoods store in Elm Heights neighborhood

To: planning@bloomington.in.govCc: Jenny Southern <southernjenny@yahoo.com>

Dear Committee,

My name is Debby Herbenick and I live in the Elm Heights neighborhood. Because I cannot make the July 9 Planning Commission meeting, I wanted to write now and express my strong support for having a new Bloomingfoods just blocks away in Elm Heights. Please feel free to include this note in the file and/or to read it at the July 9 meeting.

I've lived in Bloomington for about 13 years and in Elm Heights for more than 3 years. Since moving to Elm Heights, I have wished there were a neighborhood store - and have specifically wished for a neighborhood Bloomingfoods - where I could run out if I needed eggs for baking or orange juice for breakfast. Bloomingfoods has a wonderful history and would make an excellent neighbor. I imagine it would be a nice gathering place and also walkable for IU students, faculty, and staff to go to for lunch during the week.

I have previously attended a meeting that Bloomingfoods held to share their ideas for building in Elm Heights and I am in support of their ideas, which seem consistent with the fabric and spirit of our neighborhood.

Thank you for your time and I hope you will consider supporting Bloomingfoods' plans to be a part of the Elm Heights neighborhood.

Best,

Debby Herbenick

cc: Jenny Southern, President of Elm Heights Neighborhood Association

--

Jane Weiser

Planning Assistant

City of Bloomington Planning Department

phone: 812-349-3423 fax: 812-349-3535

UV-28-12 LETTER OF
SUPPORT

**PETITIONER: Bloomington Cooperative Living
404 W. Kirkwood Ave., Bloomington**

REQUEST: The petitioner is requesting a use variance to allow a cooperative housing unit.

SITE DESCRIPTION: This 0.2 acre property is located at the northwest corner of N. Madison St. and W. Kirkwood Ave. and is zoned Commercial Downtown (CD). The site is within the Downtown Edges Overlay (DEO) District. The property was previously used as an office and women’s shelter by Middle Way House. Surrounding land uses include multi-family units to the west and various commercial uses to the east, north, and south.

The building currently has 16 sleeping rooms that were used as temporary sleeping areas for women staying at the shelter. The petitioner is proposing to reuse the existing building for a new cooperative housing unit. The petitioner would be adding 3 more sleeping rooms for a total of 19 bedrooms with 20 occupants. The tenants would share common kitchen space, bathrooms, as well as eating and living areas. There are 5 parking spaces in the rear (north) side of the property that are accessed from the adjacent alley and would provide parking for the tenants. New bicycle parking racks will be provided on the property for residents. No changes to the exterior of the building are proposed.

Housing cooperatives are characterized by several distinct elements including that each resident has to be a member of the coop, each resident/member has certain responsibilities related to the maintenance of the house and property, meals are frequently prepared and eaten as a group, members contribute to and control the capital of the cooperative, and all residents are governed by specific rules of behavior with quiet hours of the building being established.

Since this use is not listed as a defined use in the Unified Development Ordinance, a definition for a cooperative housing unit is being proposed with this request. Staff proposes the following definition –

“A building used for the purpose of residential living where the residents share common areas and cooking, dining, and maintenance duties. All residents shall be members of a Cooperative Corporation with membership open regardless of age, sexual orientation, gender, religion, ethnicity, etc. Governance of the cooperative is provided by the membership. Members are linked to the cooperative by sharing similar values of community, grass roots organization, and economic/environmental sustainability.”

SITE PLAN ISSUES:

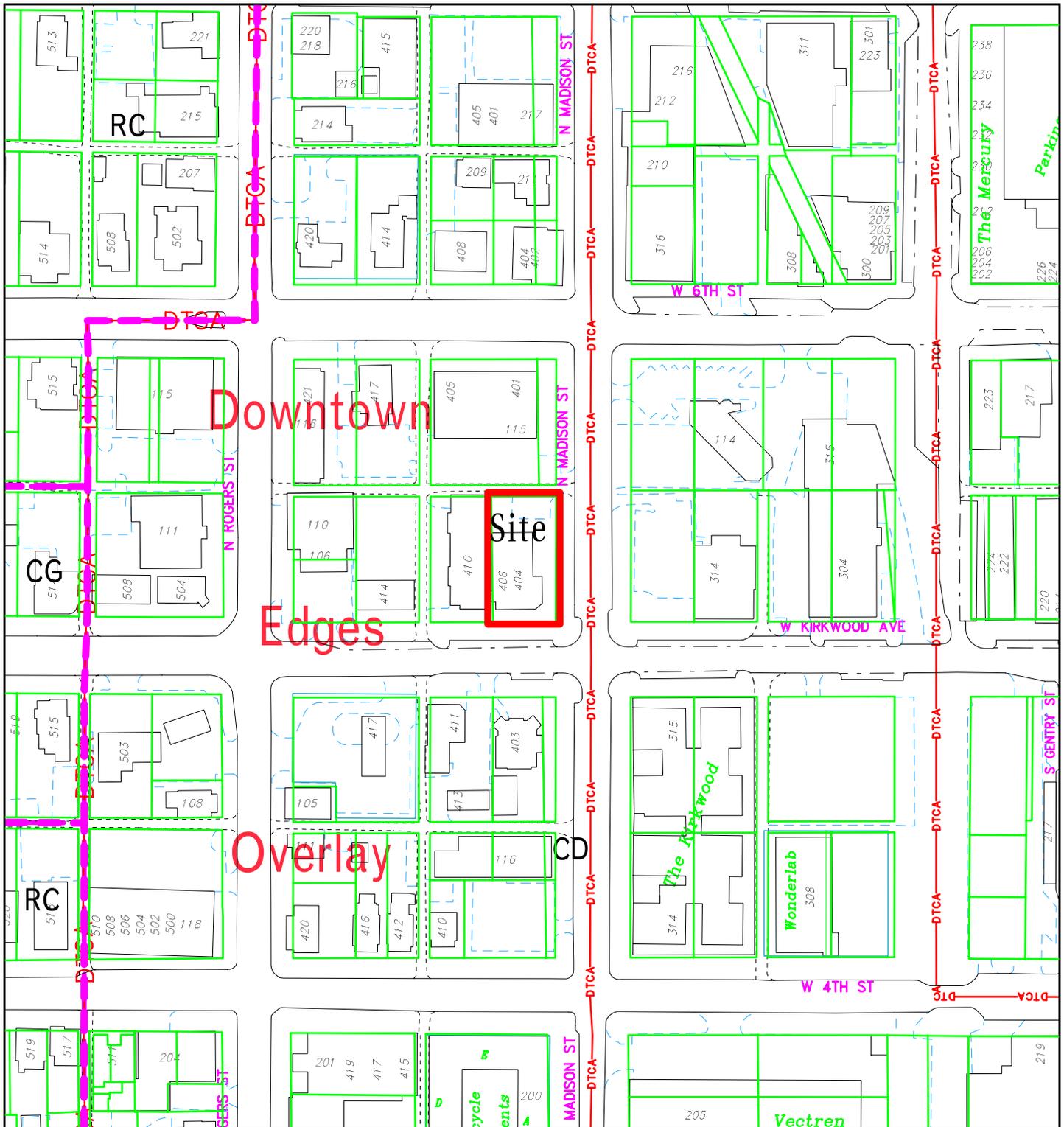
Density: The petitioner is proposing 20 sleeping rooms. However, with this particular use it is not possible to make a direct correlation to density since there is only one dwelling unit on the property.

Parking: The petitioner is proposing to use the existing 5 parking spaces on the alley to meet their parking requirement. The proposed 19 bedrooms are required a minimum of 16 parking spaces. Staff supports this request for reduced parking due to the low car usage by this use and tenants. The petitioner would typically be seeking a waiver from the Plan Commission to allow these existing 5 parking spaces to remain, however Staff is requesting that this be handled as a variance with the Board of Zoning Appeals since that body is also making the final decision on the Use Variance.

GROWTH POLICIES PLAN: The GPP designates this property as Downtown. The Downtown should be designed to promote a mix of office, commercial, civic, high-density residential and cultural land uses. In general the GPP recommends a diversity of land use types and increased residential density to maintain downtown vibrancy. New surface parking areas are discouraged and an emphasis on alternative transportation is encouraged. This petition would include a new land use to our downtown with minimal parking needs.

CONCLUSIONS: Staff finds that this petition provides an ideal reuse of a underdeveloped vacant property. Staff has worked to provide a definition that will insure that this use can be distinguished from other related uses such as fraternities/sororities or roominghouses. Staff finds that this location is an ideal place for this new use.

RECOMMENDATION: Staff finds that this use variance will not substantially interfere with the Growth Policies Plan. Based upon the written report, staff recommends forwarding a positive recommendation to the Board of Zoning Appeals.



UV-24-12 Bloomington Cooperative Living

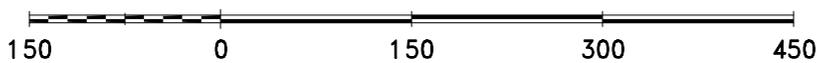
404 W. Kirkwood Ave

Plan Commission

Site Location, Zoning, Parcels, Land Use

By: greulice

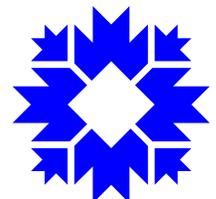
5 Jul 12



For reference only; map information NOT warranted.



City of Bloomington
Planning



Scale: 1" = 150'

City of Bloomington Planning Department
Plan Commission
401 N. Morton Street
Suite 160, City Hall

June 1st, 2012

Dear Commissioners and support staff,

Five years ago a new nonprofit was born in Bloomington. Bloomington Cooperative Living, Inc. (BCL), a 501(c)(3) non-profit housing cooperative, has spent those five years growing, expanding its focus, and serving an increasingly diverse segment of the local population. Our organization provides affordable housing and strives to foster an economically, ecologically, and socially sustainable society. Today, with 36 resident-owners in four rented properties, we are ready to take the step that will ensure our stability and cement a presence in Bloomington for years to come.

With your assistance, we are ready to buy a home.

Last year we found a kindred spirit in Toby Strout, Executive Director of Middle Way House, Inc (the local domestic violence shelter), and we found a likely home in their decommissioned shelter building at 404 W. Kirkwood. A careful analysis of the property, associated costs, and organizational growth has shown 404 to be an excellent fit for BCL.



Although our intended use of that building will not differ significantly from the previous use, as a new owner, serving a different population in a less transitional capacity, we are obliged to request a variance for our use.

BCL utilizes a unique housing model borrowed from student housing cooperatives in Ann Arbor, Chicago, Boulder, Boston, and other upscale markets, where high property values long ago forced people of limited income to find creative, community-based ways to secure basic necessities. Our model applies “family style” housing to communities that are not traditional families, but which function so much like families that some municipalities have granted co-op groups “functional family status” for zoning and use purposes. In Bloomington, BCL has

successfully applied the co-op model, not just to young students, but to mixed groups of working professionals, graduate students, undergraduate students, and the occasional IU faculty or staff member.

Tenants and landlords are typically perceived as in opposition to each other. In securing ownership of this property, BCL will make the tenants their own landlords, and give them the opportunity to work together to choose the most free and fair path between economic viability and quality of life.

Membership in BCL is open to anyone. We are not a religious organization, nor are we politically affiliated. We have simply found that the isolation of modern life is less conducive to healthy, affordable, and sustainable living than a cooperative approach. This summer BCL welcomed its first family and adapted to provide a more kid-friendly living environment.

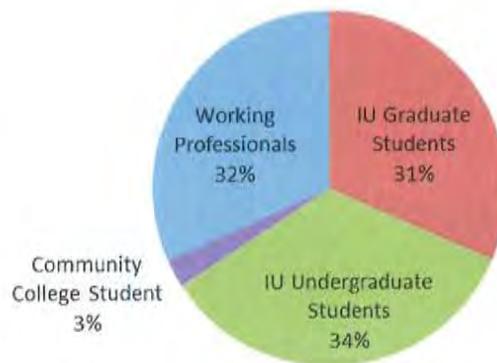
When we describe community housing as “family style” we mean that as a group we use a house very much as a family does.

We buy food in bulk quantities, and members enjoy home-cooked meals every night, while only having to prepare a meal once each week. Members use shared appliances and tools. We recycle, compost, support local farmers, and grow food in our gardens. Living together in this way significantly reduces costs and saves time, while building healthy relationships and a strong sense of community. Additionally, high-density, communal living decreases the amount of resources required to sustain an individual and is more ecologically sustainable.

While not for everyone, it doesn't take much to demonstrate that this way of living is ideally suited to some. Likewise, it is easy to demonstrate benefits to the larger community:

- Housing cooperatives using this model provide an affordable alternative to traditional renting with many of the benefits and responsibilities of homeownership.
- Consequently, blight is seldom, if ever, a concern. Members-owners plant gardens, shovel snow, and paint their trim in ways that renters and some landlords seldom do.
- The emphasis on community tends to make for good neighborhood relations.
- The focus on environmental stewardship (combined with a younger median age and lower income) favors enthusiastic adoption of sustainable modes of transportation.
- Diversity is encouraged and supported.
- Municipal density is increased without furthering sprawl.

Bloomington Cooperative Living, Inc.: Resident Composition for Spring 2012



All of these features are good for neighborhoods and good for the City of Bloomington. The city of Boulder in their code governing land uses recognizes the case for cooperative housing:

Cooperative housing units are intended to further the goals of increased use of alternative modes of transportation; conservation and efficient use of public and private resources; and to provide for creation of a diverse housing mix and affordable housing to help meet the needs of those that work in the city. (Boulder Revised Code, Title 9, Chapter 6, Section 3, Subsection b)

Someday, we hope that every community has a specific set of statutes for non-profit cooperative housing. There should be code in Bloomington – just as there is Boulder – that differentiates cooperatives from boarding houses and dormitories. In the meantime, we ask for this variance and the opportunity to demonstrate a gentler way of living.



Our purchase and operation of the old Middle Way House will allow BCL to do what other co-ops across the nation have done for decades--establish permanently affordable community housing. This board, the planning department, and the board of appeals, can assist our efforts by recognizing that ours is a completely unique way of structuring a household, one for which normal usage designations were never constructed.

Middle Way House had approval to house up to 22 residents in 16 bedrooms at 404 W. Kirkwood. It is our intention to house fewer people, more permanently, in greater comfort. BCL will be reconfiguring the existing structure to house 20 residents in 19 bedrooms. The building previously had 3.5 bathrooms; we will increase that number to 4.5. As shown in the attached plans, we have chosen to convert some of the third and fourth common areas¹ into appropriately sized bedrooms to reach that total.

This property is located in the downtown commercial district and is surrounded by businesses and apartment buildings. The location, along a major thoroughfare, is an incredible asset to BCL and presents an opportunity for our organization to become more visible in the larger Bloomington community.

BCL will continue to maintain the landscaping along the majority of Kirkwood Avenue and Madison Street. We will likely also convert a section along Madison Street into a small vegetable garden in the spring of 2013. In the back along the alley, we will remove the children's

¹ 1st floor bedrooms 8 and 6, and 2nd floor bedrooms 11 and 12 are currently common areas.

playground and replace it with a picnic table and a large bike rack. BCL will keep the five parking spaces. We do not anticipate a need for more parking, because many of our residents use bicycles as their primary method of transportation.

We thank you for helping us take this exciting and important next step.

Please feel free to browse our website for member biographies, a more detailed explanation of our procedures, and examples of some of our art and community projects:

<http://bloomingtoncoop.org>.

Sincerely,

Bloomington Cooperative Living, Inc.

Eric and Tom,

I'm attaching some documents (the membership agreement new members must sign and the articles of incorporation) but I thought it would also be helpful for me to put together a sheet that describes some of the things that make us unique and a beneficial part of the Bloomington community. A more detailed description of various points follow below, but generally, the things that might distinguish us from a frat or boarding house are:

1. Membership is open to the entire community regardless of age, sexual orientation, gender, religion, ethnicity, etc. This especially distinguishes us from a frat.
2. Democratic member control – we are governed by our members, for our members. This distinguishes us from a boarding house.
3. Community Outreach/Involvement – because of our open membership and regular coop events (e.g., most meals) that are open to the Bloomington community, we are an important resource for people who are new to Bloomington and/or looking for a friendly community that shares similar values of community, grass roots organization, skill-share/informal education, and economic/environmental sustainability. This distinguishes us from a boarding house. It also distinguishes us from other social organizations like frats whose “community outreach” is organized from a philanthropic/charity perspective (i.e., “we will raise money for others or donate our time occasionally to others as determined by the leadership”) rather than an empowering, community-building perspective (i.e., “we will always welcome you into our community, and empower you to lead your own educational/community-building programs/events”).
4. Member obligations and accountability – members must fulfill house- and coop-level responsibilities. We do all of our own cleaning and basic property maintenance, which distinguishes us from most frats. We have communal meals, that we cook ourselves, which distinguishes us from boarding houses and frats.

BCL follows the seven principles of cooperatives adopted by the International Co-operative Alliance in 1995 (<http://usa2012.coop/about-co-ops/7-cooperative-principles>). They differ significantly from the principles/goals of non-cooperative boarding house.

1. Voluntary and Open Membership

Cooperatives are voluntary organizations, open to all people able to use its services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

2. Democratic Member Control

Cooperatives are democratic organizations controlled by their members—those who buy the goods or use the services of the cooperative—who actively participate in setting policies and making decisions.

3. Members' Economic Participation

Members contribute equally to, and democratically control, the capital of the cooperative. This benefits members in proportion to the business they conduct with the cooperative rather than on the capital invested.

4. Autonomy and Independence

Cooperatives are autonomous, self-help organizations controlled by their members. If the co-op enters into agreements with other organizations or raises capital from external sources, it is done so based on terms that ensure democratic control by the members and maintains the cooperative's autonomy.

5. Education, Training and Information

Cooperatives provide education and training for members, elected representatives, managers and employees so they can contribute effectively to the development of their cooperative. Members also inform the general public about the nature and benefits of cooperatives.

6. Cooperation among Cooperatives

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

7. Concern for Community

While focusing on member needs, cooperatives work for the sustainable development of communities through policies and programs accepted by the members.

Now I'll list some examples of exactly how BCL operates in accordance with the principles. This should give you an idea of how we are materially different from a non-cooperative boarding house.

1. BCL's Open Membershopping Process

All coop residents (except subletters for short periods of time) must undergo the membershopping process to become a member. The process entails attending two coop events (when possible; this requirement can be waived for people living outside of Bloomington), and then participating in a meeting with current members where they discuss the responsibilities and details of living in the coop. This is an opportunity for the prospective resident to decide if living in the coop is right for them, and for current members to evaluate if the prospective resident is capable of fulfilling their responsibilities. Membership is open to anyone in the Bloomington community, in accordance with principle 1. With a few extremely rare exceptions, everyone who applies to become a member is accepted. (That does not necessarily mean that there is an open room in a house for them to live in.)

2. Required NASCO Membership (Continent-wide Coop Association – BCL is not alone)

"All coop residents must pay a \$37 fee that goes to North American Students of Cooperation (NASCO), an association of housing cooperatives. Payment of this fee is mandatory and entitles you to membership in NASCO. See www.nasco.coop for more details." – Membership agreement

3. BCL MEMBER RIGHTS

"In addition to residency in the assigned BCL, Inc. unit, each member shall have the following rights:

- Right to attend all meetings
- Right to participate in decision making at all general membership meetings
- Right to speak at all meetings
- Right to use the facilities of BCL, Inc.
- Right to expect a safe living environment
- Right to request Mediation (Sec. 14)" – Membership agreement

4. MEMBER OBLIGATIONS

“As a group, the members of the cooperative are responsible for the day-to-day operations of the cooperative as delegated to BCL, Inc. These responsibilities shall be outlined in the by-laws of BCL Inc. and subject to approval by Bloomington Cooperative Living.

“The members shall be responsible for fulfilling these obligations through membership meetings. The members shall be bound by decisions and policies by the membership as a whole in referendums or membership meetings.

“Each Member is individually obligated to perform faithfully and as efficiently as possible all work assigned by BCL, Inc. or the member's individual house including, but not limited to, 1) weekly chores, 2) house meetings, and 3) Work Holidays. In addition, all members are required to participate in a co-op level committee (either by joining an existing committee, or founding a new committee with at least two other interested members).” – Membership agreement

In our current configuration, member obligations consist of the following. However, this is subject to change in the coop membership votes and decides to change it. (For instance, the coop-level committee requirement was just added in the past few months.) Assignments for house-level chores are decided at the house level and are changed frequently as the needs of the house change.

- 5 hours each week of house-level chores (e.g., cleaning a common space, taking care of yard work, recycling/trash)
- Cooking a meal for all of the house members one day per week
- Attending weekly house meetings
- Attending monthly coop-wide meetings
- Joining a coop-level committee (e.g., Development, Gardening, Community Outreach/Education, Memberships, Policy, Finance, etc.)

5. Commitment to use mediation to solve internal conflict

“All parties involved in this agreement concur that a mediator will assist in disputes involving members for which one of the parties requests assistance and that:

- All parties will make a reasonable good faith effort to settle such disputes through mediation
- Any party to this contract may request mediation;
- The mediator may enter and inspect premises after notice to both parties, at reasonable times; and
- This provision does not preclude other legal rights of the parties.” – Membership agreement

6. Commitment to Ecological, Economic, and Social Sustainability

- “We will take all possible measures to minimize energy consumption and act in concert with local and global ecosystems.
- “We will maintain an environment which is open to people from all backgrounds and capable of changing in accordance to the needs and ideals of the membership.
- “We will ensure that membership remains affordable, and that the organization remains fiscally viable.” – By-laws of BCL

For instance, we compost at all of our houses, encourage members to line-dry their clothes when the weather is appropriate, and use a minimalist approach to air-conditioning. Many of our members use bike as their primary mode of transportation.

Additionally, our membership must be at least 75% qualified as “low-income” according to the BCL by-laws.

7. Quiet Hours

Currently all of our houses have quiet hours, which generally last for 8 hours, and are set individually at each house, as are most house-level policies.

Bloomington Cooperative Living, Inc. Student Housing Cooperative**MEMBERSHIP AGREEMENT**

1. This Agreement is between _____ (“Member”) and **Bloomington Cooperative Living, Inc.** (also known as “BCL, Inc.”, or “cooperative”), an Indiana non-profit corporation with its principal office in the County of Monroe, Indiana, for membership in BCL, Inc.. Individual houses, which act as sub-units of BCL, Inc., may require additional pages to this agreement, but no other pages may cancel or replace the specific terms of this agreement. There are no oral agreements.

I understand that Bloomington Cooperative Living, Inc. is a nonprofit cooperative membership corporation, which provides affordable housing on a cooperative basis. BCL, Inc. and the houses which are subsets of BCL, Inc. manage the day to day operations of the buildings located at 630 E. Atwater, Bloomington, IN 47401, 711 W. Kirkwood, Bloomington, IN 47404, and 418 S Woodlawn Ave, Bloomington IN 47401, including but not limited to recruitment, membership issues, house finances, social relations, member education on cooperative principles and practices, and other services as the group may identify.

The purpose of the cooperative is to provide services for members and to provide members the opportunity to manage their house and organization. Each member shall have one vote in the operations of the cooperative. Only members are allowed to sign leases for the buildings owned or leased by Bloomington Cooperative Living, and termination of membership shall be considered a cause for termination of all residency rights in BCL, Inc.

Period of Residence. The effective date of this contract shall begin at noon on _____, and end at noon on _____, unless membership is terminated otherwise. The standard contract for residence at BCL, Inc. runs from August 1st through July 31st of the following year.

2. NASCO Membership Fee

A one-time, non-refundable membership fee of **\$37** must be paid by each new member of the co-op. This fee will go to the North American Students of Cooperation (NASCO), an association of housing cooperatives. Payment of this fee is mandatory and entitles you to membership in NASCO. See www.nasco.coop for more details.

3. BCL Membership Fee/Room Price

The total price for the term of the Contract is \$_____. This shall be divided into payments of \$_____ due on the _____ day of each month without any obligation on the part of BCL, Inc. to make demand for payment. Payment is to be made at BCL, Inc. at the following address:

**PO Box 2052
Bloomington, Indiana
47402**

In the event that Tenant fails to pay the required monthly Charge in full to BCL, Inc., on or before the _____ day of each calendar month of the term without notifying the treasurer, Tenant agrees to pay BCL, Inc. the additional sum of \$25.00.

For the standard BCL, Inc. contract term, this would mean that the first August payment would be \$_____, due July 15. The final July payment would be \$_____, and every other month's payment would be \$_____.

4. SECURITY DEPOSIT

MEMBER is required to deposit the sum of **\$540**, with BCL, Inc., as a security deposit. BCL, Inc. may deduct from the security deposit such amounts necessary to cover any defaults in faithful performance by the RESIDENT of the terms, covenants, and conditions of the agreement. The cost of maintenance and repairs, when due to reasonable use and wear, shall be assumed by the BCL, Inc. It is the duty of the MEMBER to return the premises to their condition at the commencement of the Lease, reasonable use and wear thereof excepted. Reasonable use and wear may be understood to mean the gradual deterioration resulting from use, lapse of time, and the operation of the elements, in spite of MEMBER'S care.

6. FEES DUE PRIOR TO COMMENCEMENT OF LEASE

Prior to the commencement of the lease, MEMBER shall provide payment for first month's Rent, and Security Deposit.

7. UTILITIES AND SERVICES

The following utilities are provided to resident members of BCL, Inc.:

- Electricity
- Gas
- Water/Sewer/Trash
- Internet
- Food (specifics as determined by group agreement)

8. MEMBER RIGHTS

In addition to residency in the assigned BCL, Inc. unit, each member shall have the following rights:

- Right to attend all meetings
- Right to participate in decision making at all general membership meetings
- Right to speak at all meetings
- Right to use the facilities of BCL, Inc.
- Right to expect a safe living environment
- Right to request Mediation (Sec. 14)

9. MEMBER OBLIGATIONS

As a group, the members of the cooperative are responsible for the day-to-day operations of the cooperative as delegated to BCL, Inc. These responsibilities shall be outlined in the by-laws of BCL Inc. and subject to approval by Bloomington Cooperative Living.

The members shall be responsible for fulfilling these obligations through membership meetings. The members shall be bound by decisions and policies by the membership as a whole in referendums or membership meetings.

Each Member is individually obligated to perform faithfully and as efficiently as possible all work assigned by BCL, Inc. or the member's individual house including, but not limited to, 1) weekly chores, 2) house meetings, and 3) Work Holidays. In addition, all members are required to participate in a co-op level committee (either by joining an existing committee, or founding a new committee with at least two other interested members).

Each member has a right to expect a safe living environment. Therefore, members have an obligation to refrain from violence of any kind while at BCL, Inc., and BCL, Inc. will not tolerate violence or the threat of violence from members in any way.

Violation of any of these obligations constitutes a breach of this contract and is grounds for termination of membership.

10. MEMBERSHIP QUALIFICATIONS

BCL, Inc. is an association of students and community members, who live in buildings owned or leased by Bloomington Cooperative Living, Inc. BCL, INC. reserves the right to deny membership or renewal of membership to any person as long as it is not a result of race, gender, ethnic origin, marital status, veteran status, sexual orientation or identity, political or religious affiliation, or physical disability.

11. RULES

It is expected that the Member shall acquaint him/herself with, and abide by, all rules and regulations of BCL, Inc., including, but not limited to, the agreements and conditions of this contract, the Bloomington Cooperative Living By-Laws, and the rules and regulations of BCL, Inc. and the individual Houses. In accordance with the By-Laws, Bloomington Cooperative Living may consider the Member's failure to comply with any aforementioned rules and regulations to be a breach of contract by the member. BCL shall not be responsible to the Member for violation or non-performance by any other Member of any such rules. Failure, willful or otherwise, by Bloomington Cooperative Living to enforce any rule shall not be a waiver of its right to subsequently enforce such rules.

12. UNLAWFUL ACTIVITIES

The Member agrees not to use the premises or any part thereof for the conduct of unlawful activities.

13. VISITORS AND GUESTS

Guests shall not stay a total of more than two weeks throughout the lease term. The Member's housemates must be informed of and consent to the presence of a guest(s) prior to their arrival.

14. MEDIATION

All parties involved in this agreement concur that a mediator will assist in disputes involving members for which one of the parties requests assistance and that:

- All parties will make a reasonable good faith effort to settle such disputes through mediation
- Any party to this contract may request mediation;
- The mediator may enter and inspect premises after notice to both parties, at reasonable times; and
- This provision does not preclude other legal rights of the parties.

15. TERMINATION OF CONTRACT BY BLOOMINGTON COOPERATIVE LIVING

If the Member does not live up to the responsibilities of this Contract, or makes it unreasonably difficult for other Members to live with the Member in question, the other Members or BCL, INC., as represented by the resident council, may expel the Member according to the Bylaws and Policies. BCL, INC. or its agent may also terminate the Member's contract under any of the following grounds:

Failure of the Member to meet any of the membership qualifications or obligations placed upon him/her by this contract, or the By-Laws.

Failure of the Member to meet any of the membership qualifications or lease obligations (including monies owed to the Bloomington Cooperative Living) placed upon him/her during this or any previous contract period, by the Bloomington Cooperative Living By-Laws or Policies, by the policies of BCL, Inc. Student Housing Cooperative, or by any house policies. Such failure will be considered breach of contract on the part of the Member.

16. LIABILITY AND INDEMNITY

Member will not hold BCL, INC., the House, their agents or employees responsible for any claims for injury, loss, damage to a person or property occurring within the building or on the property, unless caused by or resulting from the acts, omissions, or negligence of Bloomington Cooperative Living, their agents, or their employees.

17. DANGEROUS MATERIALS

The possession of firearms, volatile solutions, explosives, fireworks, other dangerous materials, and waterbeds is strictly prohibited on the premises.

18. MISCELLANEOUS

This Contract incorporates, and is subject to, Sections 1 through 19 attached hereto, which are hereby referred to and incorporated as if set out here at length.

This Contract constitutes the sole agreement between the parties, and no additions, deletions, or modifications may be accomplished without the written consent of both parties, except as provided above, and in Section 11, "Other Rules and Regulations".

Any oral representations made at the time of executing this Contract are not legally valid and therefore are not binding on either party.

_____ (Initial) I hereby swear and affirm that I am eligible for membership and that if the conditions of my eligibility change, I will notify and be approved by the Board of Directors or this contract may be voided by Bloomington Cooperative Living. I understand that if any part of this statement or the information below is false, I will be considered in breach of this contract. I also understand that I, together with all other members, am as a group, primarily responsible for the effective management of house services.

_____ (Initial) I certify that I am 18 years of age or older. If not, this contract is not valid unless signed by a parent or guardian who assumes responsibility for the fulfillment of its terms.

_____ (Initial) I have read and accept all of the terms and conditions of this contract before signing.

Signed _____
Date _____

Email Address _____ Personal Phone _____

Social Security # _____ Drivers License or State ID# _____ Student ID # _____

Emergency Contact Name _____ Relationship _____ Emergency Phone# _____

Emergency Address _____

Co-Signature (if needed) _____ Date _____

For Office Use Only: As an authorized agent for the Co-op, I accept and confirm this agreement and have received the Member Deposit at the time of signing.

_____ Date _____

___ Seniority Points (no broken contracts) _____

___ Membership fee paid

ADDITIONAL TERMS OF CONTRACT

1. BREACH PRIOR TO CONTRACT COMMENCEMENT

Once this Contract has been executed, if at any time prior to the commencement date set forth in this Contract, any MEMBER gives written notice that s/he intends not to perform the terms of this Contract, BCL, Inc. may then elect to:

Terminate this Contract and hold the MEMBER liable for actual damages incurred by the breach. BCL, Inc. must attempt to mitigate damages by making reasonable efforts to re-let the premises and reduce damages. In any event said damages shall not exceed an amount greater than the sum of two (2) months' rent.

Not terminate this Contract and hold MEMBER liable for all the terms of this Contract until such time as a replacement can be found.

2. END OF TERM INSPECTION

When possession of the premises is returned to BCL, Inc., BCL, Inc. and MEMBER shall conduct a joint inspection of the premise.

MEMBER must within one (1) week prior to vacating the premises, arrange a mutually convenient time during BCL, Inc.'s normal business hours for the inspection; failure to do so or to attend at the arranged time will relieve BCL, Inc. of any obligation to make an inspection in MEMBER'S presence.

BCL, Inc. may use the BCL, Inc. Move-In/Move-Out and Inspection Form or reasonable facsimile for the purpose of this inspection. On the form, both BCL, Inc. and MEMBER must describe what they believe to be the damage and harm caused by MEMBER'S improper maintenance. Both BCL, Inc. and MEMBER shall sign and receive an executed copy of the inventory statement.

Within three (3) weeks after MEMBER vacates, BCL, Inc. will deliver to MEMBER a check in the amount of the security deposit minus any deductions for damages in excess of reasonable use and wear, and further minus any other deductions. In the event any deduction is made, OWNER shall furnish MEMBER with an itemized statement accounting for the use of the unrefunded portion of the security deposit, including a detailed itemization of labor and materials.

3. REPAIRS AND MAINTENANCE

MEMBERS agree to exercise reasonable care in the use of the premises and to keep areas under their control free from dirt, trash, and filth. MEMBERS also agree not to litter or damage the common areas of the building. The cost of repairs caused by MEMBERS, their guest, or persons under their control shall be paid for by MEMBERS; otherwise, the cost of repairs shall be paid by BCL, Inc. All repairs shall be made within a reasonable time.

4. SERVICE OF NOTICE

In the event of membership termination, the notice of said termination shall be accomplished by:

Personally serving a copy on the Resident; or

By leaving a copy with a person of reasonable age and discretion who is present in the Resident's residence and mailing a copy of the notice to the Resident's place of residence; or

If no one is at the Resident's residence, by posting a copy of the notice in a conspicuous place at the property and mailing a copy to the Residence's at the address of the residence.

5. SUBLEASE OR ASSIGNMENT

MEMBER shall not sublease or assign this Contract or any interest therein. Notwithstanding any other provision contained in this paragraph, BCL, Inc. agrees to give consent to a sublease or assignment, if the prospective MEMBER is determined by BCL, Inc. to be approved for membership. BCL, Inc. may not unreasonably withhold consent to such a sublease or assignment. The remaining MEMBERS will exercise good faith and reasonableness in accepting a new MEMBER.

6. REMEDIES AND DAMAGES ON BREACH OF CONTRACT

In the event MEMBER defaults in the performance of any term, covenant, or condition of this agreement BCL, Inc. may, in addition to any other rights or remedies BCL, Inc. may have, elect to declare the agreement forfeited and proceed to recover possession of the premises in summary proceedings for unlawful detainer or in an ejectment or other possessory action. BCL, Inc. may not remove anyone forcibly from a dwelling; only a peace officer, acting upon court instruction may do so.

If MEMBER breaches the Contract by abandoning the premises before the end of the term, or if MEMBER'S right to possession is terminated by BCL, Inc. because of MEMBER'S breach of the Contract, BCL, Inc. may declare the Contract terminated.

7. CONTRACT RENEWAL

BCL, Inc. is not required to renew this Contract at the end of the term. After furnishing MEMBER with the terms of the new Contract, BCL, Inc. may request MEMBER to sign a Member Contract at any time. BCL, Inc. may not, however, require MEMBER to sign a renewal Contract prior to one hundred (100) days before commencement of the Contract.

8. OTHER RULES AND REGULATIONS,

Existing rules and regulations of BCL, Inc. with respect to the premises shall be signed by all MEMBERS, attached herein, and incorporated by reference as if fully set forth. Other rules and regulations may be adopted by BCL, Inc. after the signing of this member agreement but shall have a legitimate purpose, not be arbitrary nor unequally enforced, nor work a substantial modification of MEMBER'S rights. Such new rules and regulations will not take effect until at least two (2) weeks after notice to all MEMBERS. In any event, such other rules or regulations shall

not conflict with the terms and conditions of this Member Agreement or with the bylaws of Bloomington Cooperative Living.

9. HOLDING OVER

MEMBER is not to remain in the premises beyond the date agreed upon as the expiration of this Member Agreement except with the written consent of BCL, Inc.; MEMBERS who vacate the premises on the termination date set forth in this Member Agreement shall not be responsible for MEMBERS who do not so vacate.

10. MANAGEMENT

MEMBER shall receive written notice within fifteen (15) days of any change in managers, agents for receipt of rent, and/or agents authorized to act for BCL, Inc. Such notice will include names, addresses, and phone numbers of such persons.

11. NOISE AND NUISANCE

MEMBER agrees not to make any excessive noise or nuisance such as will disturb the peace and quiet enjoyment of BCL, INC. facilities by other members.

12. LEGAL FEES

In the event of any legal action concerning this Member Agreement, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgment shall be entered.

13. WAIVER

Any waiver, by either party hereto of any breach of any provision of this Member Agreement, shall not be deemed to be a continuing waiver or a waiver of subsequent breach of the same or a different provision of this Member Agreement.

14. COVENANTS AND CONDITIONS

Each term and each provision of this Member Agreement by either party shall be construed to be both a covenant and a condition.

15. ROOMS

While each member will be given the opportunity to give input on their desired room, no guaranty will be made by BCL, Inc. that a member will get any specific room. The member will be assigned to a room based on their preferences, the type of room signed for in this contract, and based on the availability of rooms at BCL, Inc. In some situations BCL, Inc. may find it necessary to have a member move to another room at the same price. Examples of situations that call for a member to move may include, but are not limited to, consolidating two half-filled double rooms, moving a member to another room to solve inter-personal conflicts, and moving a member to a different area of the cooperative in order to perform renovations on a building or floor.

By- Laws Of Bloomington Cooperative Living, Incorporated

Mission:

*To build the foundations for a sustainable society
through the practice of cooperative living.*

ARTICLE I

1. Principles:

1.1 Equal Empowerment: All members of the cooperative will be able to play an **equal** part in the decision making process.

1.2 Equal Accountability: All members will be responsible for ensuring that the cooperative remains a good place to live and grow.

1.3 Collective Control of Resources: All property purchased by the cooperative will be owned in common by all members.

1.4 Sustainable Lifestyle

1.41 Ecological Sustainability: We will take all possible measures to minimize energy consumption and act in concert with local and global ecosystems.

1.42 Social Sustainability: We will maintain an environment which is open to people from all backgrounds and capable of changing in accordance with the needs and ideals of the membership.

1.43 Economic Sustainability: We will ensure that membership remains affordable, and that the organization remains fiscally viable.

1.5 Mutual Respect & Diversity: We will remain friendly and open to all people, regardless of race, gender, sexual orientation, age, economic background, political views, education, occupation, dietary choice and favorite color.

1.6 Civic, campus, & co—operative community engagement: We will be active members in the Indiana University and greater Bloomington communities. We will foster solidarity with cooperatives in the community and around the world.

2. Membership:

2.1 Members are defined as “shareholders in Indiana University Students in Cooperation, Inc.”

2.11 No member will be allowed to own more than one share.

2.2 Membership is free and open to all members of the Bloomington, Indiana community.

2.3 Individual houses will have the freedom to set forth criteria for membership in the house constitution, as authored and amended by the members of that house.

2.4 Resident membership must be composed with at least seventy-five (75) percent of resident members qualifying as low-income (earning no more than eighty (80) percent of the local median income) and at least twenty (20) percent of resident members qualifying as very-low income (earning no more than fifty (50) percent of the local median income). No more than twenty-five (25) percent of the units may be occupied by persons who have incomes in excess of the low-income limit.

3. Board:

3.1 The Board of Directors will be an elected group of eight members, including honorary members and members as defined in the cooperative's Articles of Incorporation.

3.2 The board will be the sole decision making entity within the cooperative.

4. Decision making:

4.1 **Board:** Decisions at the board level will be made according to the kwunsensus method, as defined by the Inter Cooperative Council of Ann Arbor in Chapter 1 Section 1.5 of their "Standing Rules." [See Figure 4.11 & 4.12]

4.2 **Houses:** the decision making method within each house will be set forth by the house constitution.

5. Objectives:

5.1 Create a living environment structured around the universal principles of cooperation

5.11 Acquire, finance, and manage property according to and in furtherance of the aforesaid principles

5.12 Build a close knit, horizontally organized community that will perpetuate the aforesaid principals through active practice.

5.2 Encourage active participation and engagement of all members

5.21 Hold regular meetings and practice participatory decision—making

5.22 Promote spontaneous acts of cooperation.

5.3 Sustain the organization through generations of membership

5.31 Maintain an active recruitment process

5.4 Preserve history of organization to aid future decision—making

5.41 General bookkeeping.

5.42 Continuous narrative of organization through various media—based projects.

5.43 Development and perpetuation of organization and house—specific traditions.

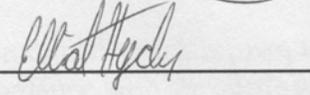
5.44 Generate a co-op cookbook.

Adopted 08/24/2008

Name Seth Frey Date 11/2/10

Signature 

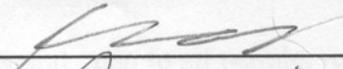
Name Elliot Hayden Date 11/2/10

Signature 

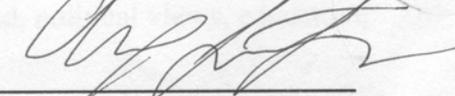
Name Devin Mandley Date 11/2/10

Signature 

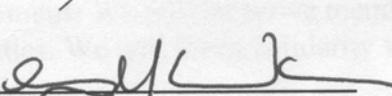
Name Matt Hartzel Date 11/3

Signature 

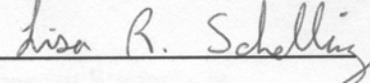
Name Alex Smith Date 11/4/10

Signature 

EMILY M
Name LIPPOLD CHENEY Date 11.06.10

Signature 

Name Lisa Schelling Date 11/11/10

Signature 

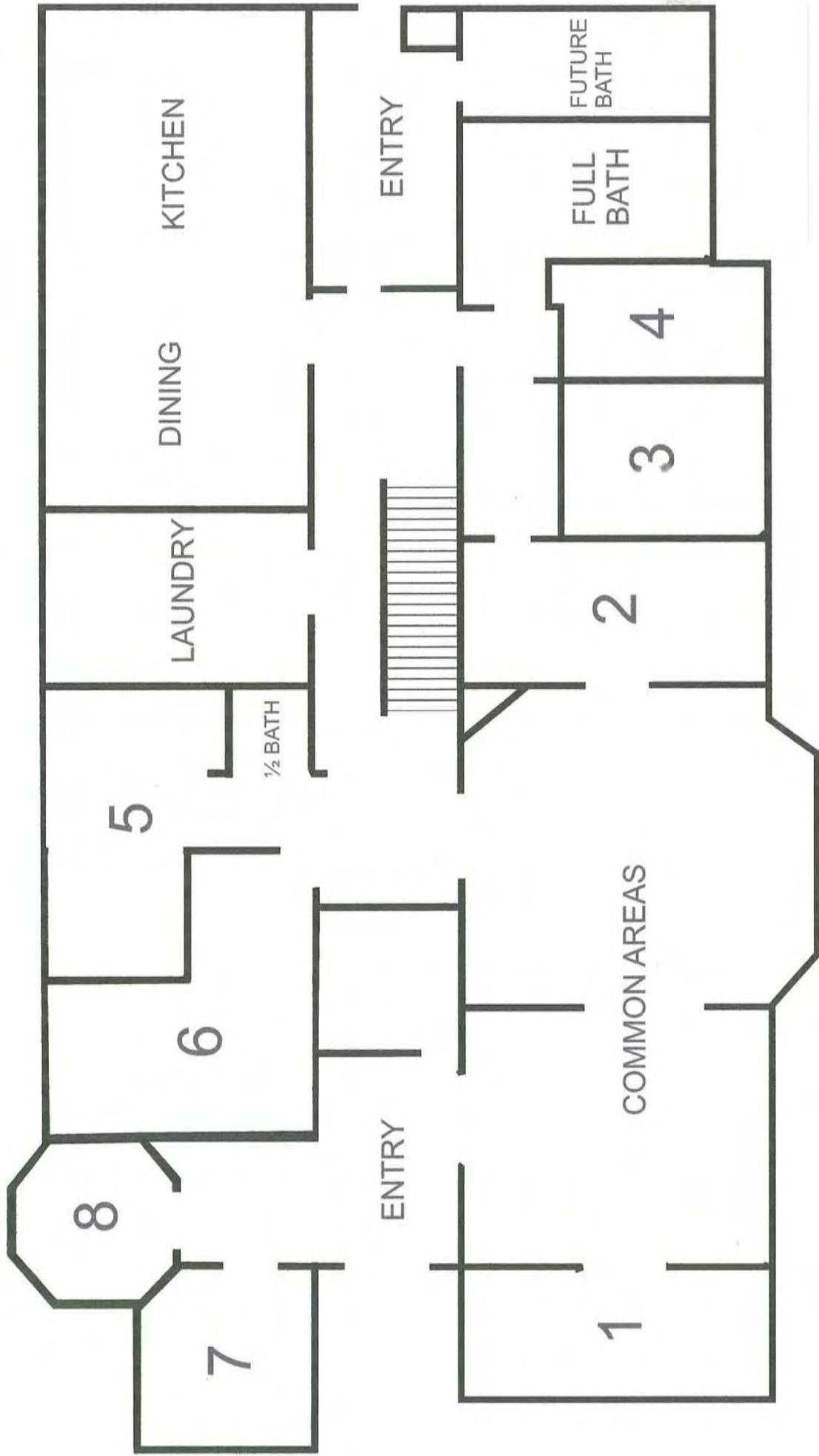
Name _____ Date _____

Signature _____

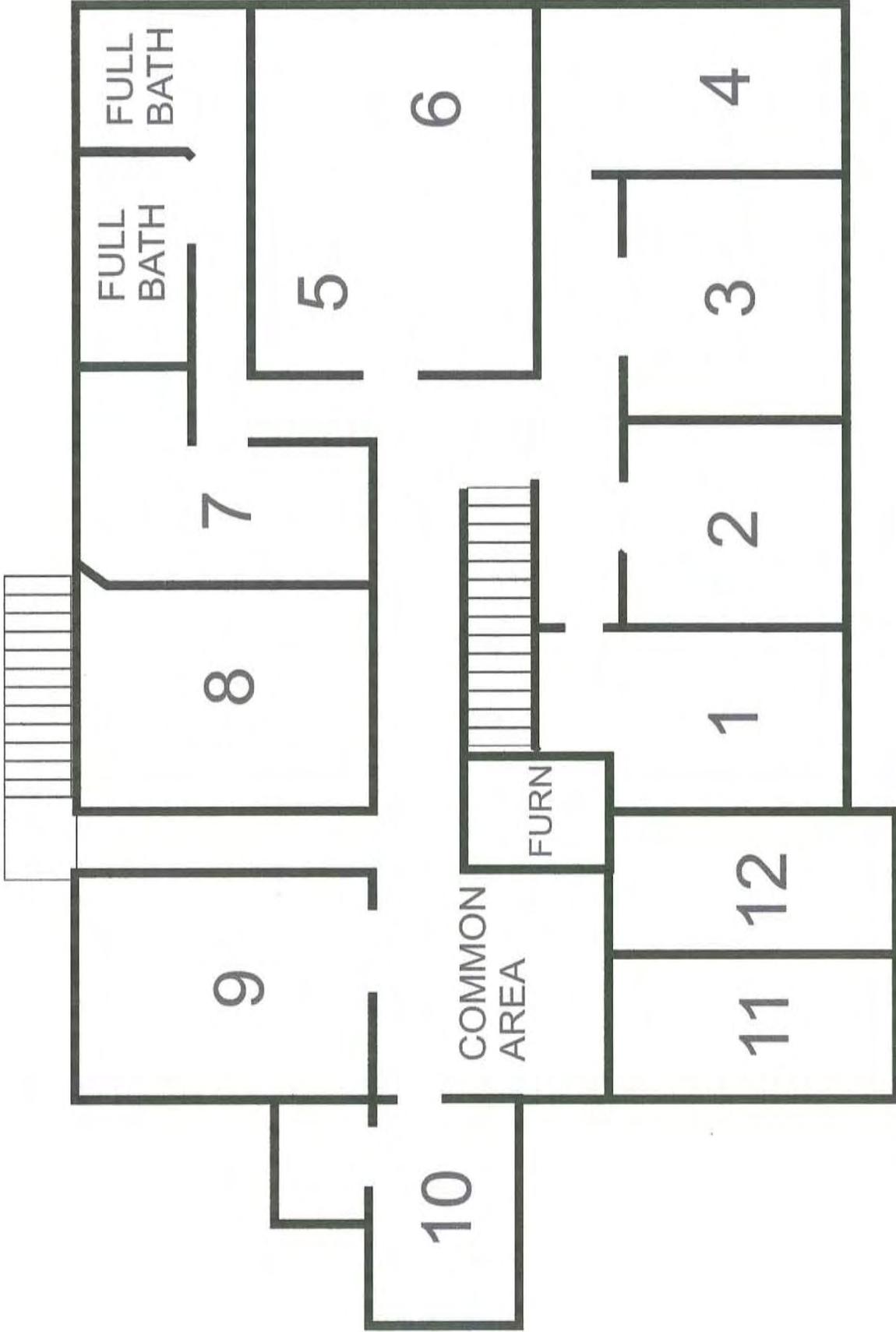


BLOOMINGTON COOPERATIVE LIVING

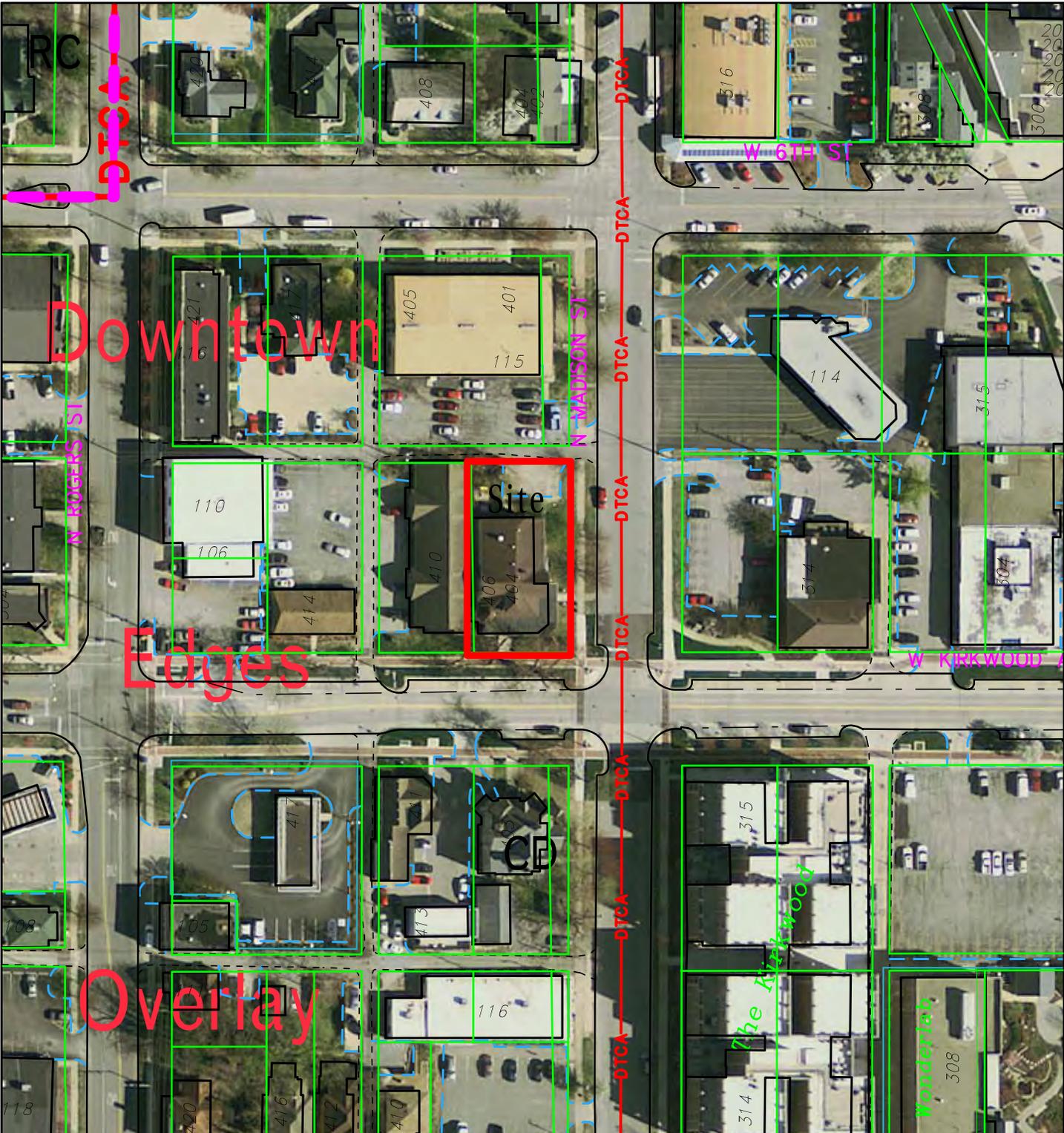
MIDDLE EARTH HOUSE



51 MIDDLE EARTH HOUSE 1ST FLOOR
5/31/12



52 MIDDLE EARTH HOUSE 2ND FLOOR
 5/31/12



UV-24-12 Bloomington Cooperative Living

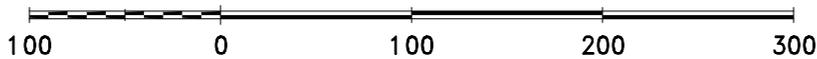
404 W Kirkwood Ave

Plan Commission

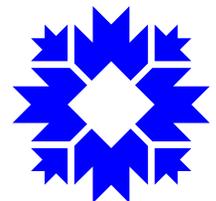
2011 Aerial Photograph

By: greulice

5 Jul 12



City of Bloomington
Planning



Scale: 1" = 100'

For reference only; map information NOT warranted.

PETITIONER: Life Designs Inc.
200 E. Winslow Road, Bloomington

CONSULTANT: Smith Neubecker & Associates, Inc.
453 S. Clarizz Blvd, Bloomington

REQUEST: The petitioner is requesting a use variance to allow ground floor residential units in a Commercial Arterial (CA) zoning district.

SITE DESCRIPTION: This 0.79 acre property is located at 2440 S. Henderson Street and is zoned Commercial Arterial (CA). The property was previously used as a parking lot for the adjacent property to the south. Surrounding land uses include multi-family units (Timber Ridge) to the north and various commercial uses to the east (Winslow Plaza), Habitat for Humanity Restore to the south, and commercial business to the west.

The petitioner is proposing to remove the existing parking area and construct a 3-story building with 25 one-bedroom apartments. A new parking area will also be constructed to the west of the building to provide parking for the tenants. New landscaping, including street trees, will be installed throughout the property as required. In addition, a buffer yard with landscaping is required along the north property line and has been shown on the landscape plan. There is an existing ingress/egress easement along the south property line for an existing shared access drive that provides access for this property as well as for the properties to the south and west to Henderson St. The drivecut will remain in its current location and no new drivecuts are allowed with this petition.

The petitioner is requesting a use variance to allow the ground floor of this building to have multifamily dwelling units. The variance is necessary because ground floor dwelling units are not allowed in the Commercial Arterial district.

SITE PLAN ISSUES:

Density: The petitioner is proposing 25, one-bedroom units for a total of 6.25 units (including D.U.E.'s) for an overall density of 7.9 units/acre. This is within the maximum allowed density of 15 units/acre.

Parking: No parking is required for this multi-family use. The petitioner proposes to provide eight spaces. The proposed 25 dwelling units are permitted a maximum of 1 parking space per bedroom, which would be a maximum of 25 parking spaces. Because of the limited mobility of the residents, the eight space parking lot will be used primarily by employees and visitors.

Environmental: Street trees are required not more than 40' from center along Henderson St. and have been shown on the proposed landscape plan. Two of the new

street trees are proposed to be Red Maple, however the City Urban Forester would prefer to see another species proposed to help diversify the City's street tree species. This will be changed prior to the Board of Zoning Appeals meeting.

Architecture: The building will have a variety of architectural materials including brick, limestone, fiber cement panels, and vertical metal ribbed siding. The building will be three stories overall, with only two exposed stories facing Henderson Street. The main building entrance will be on the west side of the building adjacent to the proposed parking area. There will be a sidewalk connecting the parking area and rear entrance to Henderson Street. However, there is not a main building entrance along the east side of the building facing Henderson St. Although it is not required, staff seeks input from the Plan Commission regarding the necessity of this feature. If the Commission believes an entry from Henderson St. is needed, this will be addressed at the Board of Zoning Appeals hearing.

GROWTH POLICIES PLAN: The GPP designates this property as Community Activity Center (CAC). The CAC designation “is designed to provide community-serving commercial opportunities in the context of a high density, mixed-use development.” The small size of the property does not provide an opportunity to really develop the site as envisioned by a typical CAC, however some of the relevant policies for this area state that:

- *Residential units may also be developed as a component of the CAC, and would be most appropriate when uses are arranged as a central node rather than along a corridor.*
- *Buildings should be developed with minimal street setbacks to increase pedestrian and transit accessibility.*
- *Street cuts should be limited as much as possible to reduce interruptions of the streetscape.*
- *Incentives should be created to encourage the inclusion of second-story residential units in the development of Community Activity Centers.*

In addition to the policies of the CAC, the GPP's guiding principles have several policy recommendations that relate to this petition. The “Sustain Economic and Cultural Vibrancy” guiding principle states:

- *...the redevelopment of under-utilized parcels should not be neglected in favor of open land outside of the City.*
- *Within Bloomington, there are significant numbers of properties within downtown, along arterial roadways, and even in core neighborhoods that could be better utilized through redevelopment strategies.*

CA DISTRICT INTENT: Within the UDO is a description of the CA zoning district intent and guidance for the Plan Commission and Board of Zoning Appeals. Staff believes that this proposal meets the intentions for the district.

BMC 20.02.330 Commercial Arterial (CA); District Intent

The CA (Commercial Arterial) District is intended to be used as follows:

- Identify locations for higher intensity commercial developments along major thoroughfares.
- Ensure that new developments and redevelopment opportunities incorporate a balanced mix of retail, office and multifamily residential uses.

Plan Commission/Board of Zoning Appeals Guidance:

- Site plan design of retail centers should ensure access to all modes of transportation.
- Redevelopment and expansion of commercial uses should incorporate improvement to access management, signage, and landscaping.
- Encourage proposals that further the Growth Policies Plan goal of sustainable development design featuring conservation of open space, mixed uses, pervious pavement surfaces, and reductions in energy and resource consumption.

CONCLUSIONS: Staff finds that this petition provides an ideal reuse of a underdeveloped vacant property. While the small size of this property does not provide a viable opportunity for a Community Activity Center, the lack of ground floor commercial space at this location does not interfere with the goals and policies of the Growth Policies Plan. The presence of several commercial centers immediately surrounding this property provides commercial service opportunities in this area. The petitioner will be providing a social service with this project that will be furthered with the granting of this use variance.

RECOMMENDATION: Staff finds that this use variance will not substantially interfere with the Growth Policies Plan. Based upon the written report, staff recommends forwarding a positive recommendation to the Board of Zoning Appeals.

MEMORANDUM

Date: June 28, 2012
To: Bloomington Plan Commission
From: Bloomington Environmental Commission
Through: Linda Thompson, Senior Environmental Planner
Subject: UV-25-12: Crawford Apartments

This memorandum contains the Environmental Commission's (EC) input and recommendations regarding a Use Variance for ground floor residential space instead of commercial space in a multifamily dwelling within the Commercial Arterial Zoning District. The proposal is for infill development on land that is currently a parking lot, thus providing little to no ecological services at this time. However, new development is an opportunity for environmental improvement.

ISSUES OF SOUND ENVIRONMENTAL DESIGN:

1.) GREEN BUILDING:

The EC is pleased that the petitioner committed to Energy Star Certification in the Petitioner's Statement. The EC recommends that the developer go beyond Energy Star and use sustainable best practices for site design, landscaping, and architecture in addition to energy efficiency. The "whole picture" of green development impacts health, economy, ecological services, and the overall quality of life, as recognized by the City of Bloomington's commitment to green building.

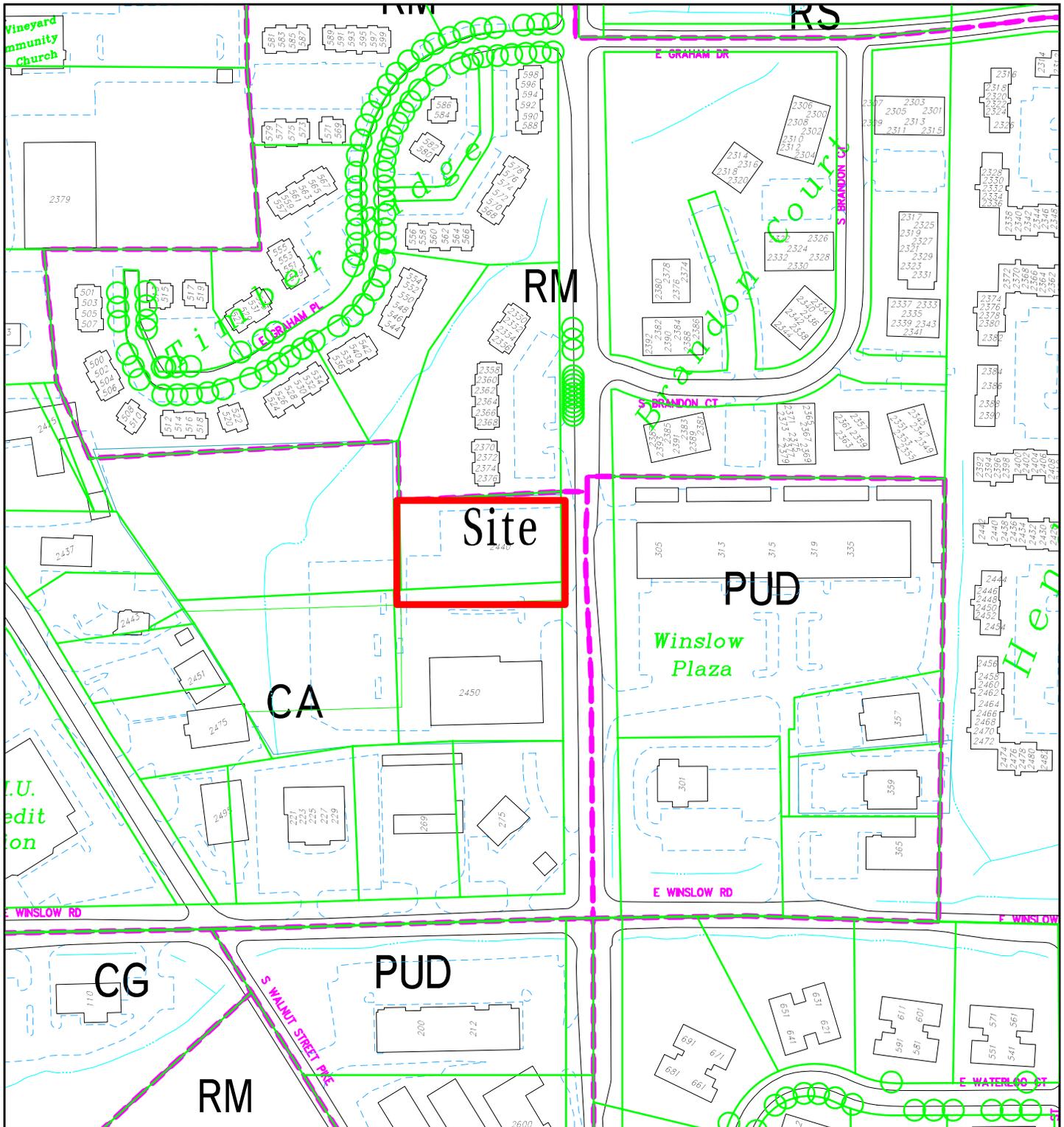
Green building and site design can provide substantial savings in energy costs to a building over its life cycle and is thus an especially prudent investment in this time of rising energy prices. Green building and site features are consistent with the spirit of the UDO and supported by Bloomington's overall commitment to sustainability and its green building initiative (<http://Bloomington.in.gov/greenbuild>). Sustainable building practices are explicitly called for by the Mayors' Climate Protection Agreement signed by Mayor Kruzan, by City Council resolution 06-05 supporting the Kyoto Protocol and reduction of our community's greenhouse gas emissions, and by City Council resolution 06-07, which recognizes and calls for planning for peak oil.

2.) RECYCLING:

The EC recommends that the petitioner allocate space within the site design to accommodate recyclable-materials storage. The pick-up service is readily available in Bloomington if space is planned in advance at the site. People should be educated about the importance of recycling and its many benefits in energy and resource conservation. The EC feels that recycling is an important contributor to Bloomington's environmental quality and sustainability and that it will also increase the attractiveness of the apartments to tenants.

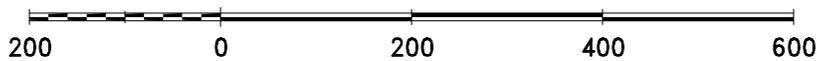
EC RECOMMENDATIONS:

1. The petitioner should go beyond Energy Star Certification by using additional best practices in the total site design.
2. The petitioner should provide space for recyclable materials collection in addition to trash collection.



UV-25-12 Life Designs
 2440 S Henderson St
 Plan Commission
 Site Location, Zoning, Land Use, Parcels

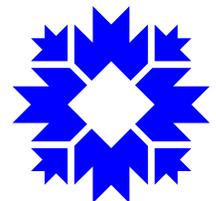
By: greulice
 5 Jul 12



For reference only; map information NOT warranted.



City of Bloomington
 Planning



Scale: 1" = 200'



1101 S Walnut Street Bloomington, Indiana. 47401 Ph. 812.332.6258 Fax 812.332.8658
www.taborbruce.com E-Mail dbruce@taborbruce.com

PLAN COMMISSION

Petitioner's Statement

The Petitioner "LIFE Designs" is a nonprofit organization with the mission to partner with people with disabilities and our communities to bring about self-directed and enriched lives through education, information and support.

Overview

For over three decades, Options has created opportunities for people to work and live in communities that are inclusive by providing the highest quality of care and support in areas like Housing, Continuing Education, Community Living, Employment and Respite.

Life Designs, Inc. f/k/a Options for Better Living, Inc., plans to construct Crawford Apartments, a permanent supportive housing development that will provide permanent rental housing and intensive supportive services to chronically homeless individuals with disabilities to ensure housing stabilization, maximum levels of self-sufficiency, and an overall better quality of life. In this endeavor, we are partnering with Centerstone of Indiana, Inc. and Shalom Community Center for tenant referrals and the provision of a wide array of supportive services. It is important to note that Crawford Apartments will not be student housing. None of its residents will be full-time students, though it is expected that each will receive various forms of job training.

Location

Crawford Apartments is proposed to be constructed at xx South Henderson Street. The site is currently a vacant parking lot just north of the old Comcast building. The property is bordered by an office building, more paved parking to the west, and dense multi-story condominium units to the North. Across the street from the site, is a bank and retail center.

Building design

The property is planned to consist of a combination of 25 one-bedroom apartments. Each will be Energy Star certified and will be equipped with; refrigerator, range, dishwasher, and microwave oven. Entrances will be secure and monitored. Additionally, Crawford Apartments will provide substantial on-site counseling to assist the residents in obtaining self-sufficiency. The building will house a property manager's office, two case management offices, and a community center for the residents' use.

Our design proposal will use brick and limestone accents, cement board panels and metal panels to suggest an innovative, modern apartment structure that will become a landmark building for this area. The lower level will be built into the lot as the grade for this site falls considerably from the east across to the west which will allow for the structure to remain at a low 2 story height as seen from Henderson Street.

This structure will have entries on both the West (College Ave.) and East facades. The grade slopes from the North to a low point on the south and will use part of the building as a retaining wall so that the building will sit "in" the site. Limestone elements will provide a focal element at the College Ave. entry; double hung windows and other details will set this building apart as an investment in this area.

Waiver Request

Unfortunately, we must request a waiver pertaining to the design of Crawford Apartments.

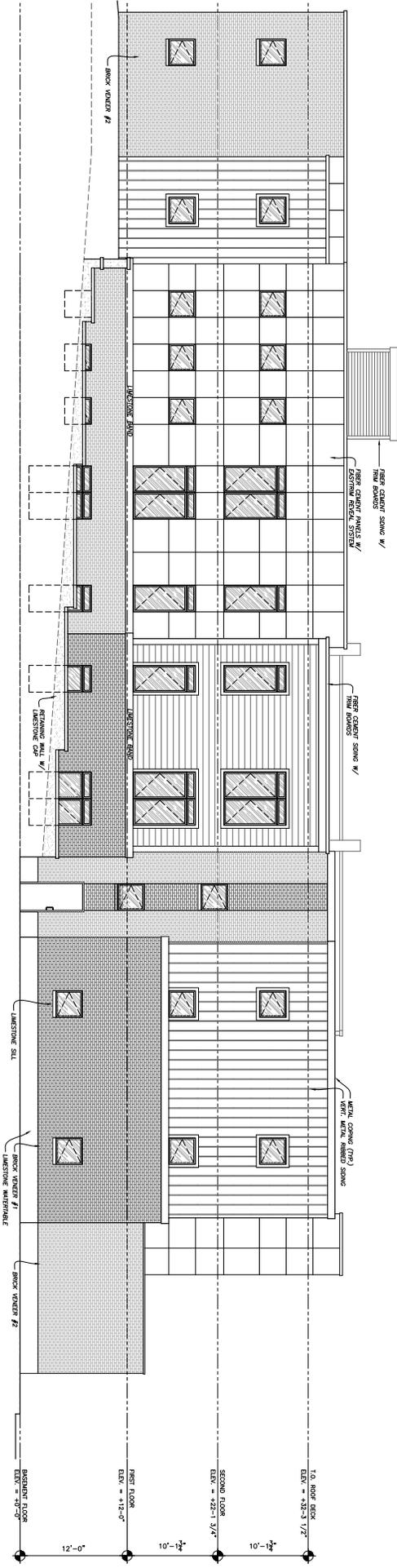
1. Ground Floor Commercial Space – Waiver Requesting Exemption from this Requirement: The site is too small to provide space for both the Crawford Apartments with its accompanying offices, and for third-party retail or commercial interests. Therefore, we must also request a waiver that the first floor contains non-residential space totaling at least 50% of its square footage.

Instead of providing additional retail/commercial space, the site will be fully dedicated to providing desperately needed guidance and housing for the most difficult to serve population. It has been proven that this comprehensive, intensive approach to serving people who experience chronic homelessness is the most effective way for such individuals to overcome their difficulties and become self-sufficient.

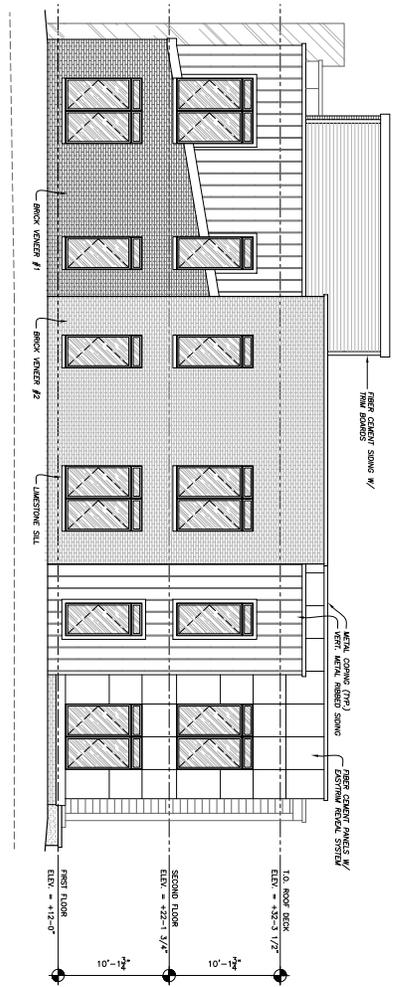
Parking is will also not be an issue. The clientele at Crawford Apartments will not own any vehicles. As they are chronically homeless individuals with disabilities, none will have the financial capacity to own and/or operate a vehicle. Therefore, the only parking required for the building is that which is needed for the staff. At any given time, there is likely to be a total of 2 to 3 staff members on site simultaneously.

LifeDesigns, Inc. appreciates your consideration of these waiver requests. Granting these waivers will enable us to proceed with applications for funding and to complete full design of Crawford Apartments.

Thank you very much,
Susan Rinne,
Chief Executive Officer



NORTH ELEVATION



EAST ELEVATION

EXTERIOR ELEVATIONS
 NEW SUPPORTIVE APARTMENTS FOR
 THE DEBRIAN, INC. (CRAWFORD APARTMENTS)
 CONCEPTUAL
 3/18 - 3/20
 02017 TRACER BRIDGE ARCHITECTURE & DESIGN
 (565) 917-2

 TRACER BRIDGE ARCHITECTURE & DESIGN, INC.
 1000 W. 10TH STREET, SUITE 200
 DENVER, CO 80202











PETITIONER: Mid-American Radio Group
2685 Wilber Road, Martinsville

CONSULTANT: Bynum Fanyo and Associates
528 N. Walnut Street, Bloomington

REQUEST: The petitioner is requesting use variances to allow a radio station and a telecommunication facility in a Commercial General (CG) zoning district.

SITE DESCRIPTION: This property is located on the west side of N. Walnut Street, between N. Fritz Drive and Blue Ridge Drive, and is zoned Commercial General (CG). The property has been developed with a 1-story single family house, which is currently vacant. The property is surrounded by single family uses in the Blue Ridge Neighborhood to the northeast, a gas station to the east, commercial uses to the north and south and Cascades Park to the west.

The petitioner operates three radio stations in the area, including Spirit 95, and is proposing to consolidate those three stations to this location. Two of these stations are currently located in another CG zoning district near the intersection of E. 3rd Street and S. Park Ridge Road. The petitioner prop construct a 99-foot tall radio tower on the south side of the building, a 13-space parking lot on the north side of the property, and place two satellite dishes at the southeast corner of the property. The site will be brought into compliance with most provisions of the UDO, including paving, bike parking, accessible parking, sidewalks and landscaping.

Neither radio stations, nor communications towers, are permitted uses in the CG zoning district. The petitioner is requesting Use Variances to allow for these uses. The Plan Commission must review the use variance requests to determine consistency with the Growth Policies Plan (GPP) and make a recommendation to the Board of Zoning Appeals (BZA). The petitioner has also requested several design standards variances from the BZA.

SITE PLAN ISSUES:

Parking: No parking is required for the commercial use. Based on the number of employees (ten), the petitioner would be permitted a maximum of thirteen parking spaces. The petitioner proposes to provide thirteen parking spaces.

Other Variances: The petitioner is also requesting design standards variances for the parking setback, communication facility design and placement, riparian buffer width and satellite dish setback standards.

Tower standards: While the proposed radio tower meets the definition of a Communication Facility in the UDO, many of the Communication facilities

standards were written specifically with cellular phone towers in mind. The proposed tower does not meet the standards for setbacks, design (open lattice vs. monopole), staffing (UDO permits only unmanned towers) and co-location (UDO requires that the tower be designed to provide space for future third party cellular antennas).

Parking setback: Due to the already developed nature of the property, there is little room to construct the needed parking and meet all of the standards of the UDO. Parking cannot be placed to the rear of the building without extensive grading of steep, wooded slopes. Parking cannot be completely placed to the north side of the building because of a limited distance to the property line. The petitioner proposes a parking lot that is located to the north, west and east of the building.

Riparian buffer: The UDO requires a graduated 75 foot buffer adjacent to all intermittent and perennial streams, such as the intermittent stream just to the south of the property line. While the UDO reduces this buffer to only 25 feet for platted lots of record under 1 acre, it does not do the same of un-platted parcels. This 0.8 acre parcel contains retaining walls, mowed lawns, a building and a retaining wall within the 75 foot buffer. The petitioner is proposing to place the tower and satellite dishes in the buffer, as well as grade to improve drainage. They have requested a variance to allow these encroachments.

Satellite dish setback: The UDO requires a 65-foot setback from the middle of N. Walnut Street. Due to the location of the satellites in the sky and the location of large trees to the south, the best location for the satellite dishes is in the southeast corner of the property, approximately 55 feet from the centerline of N. Walnut Street. A variance from this setback standard has been requested.

Other site planning items: The property will be brought into compliance with all other provisions of the UDO including, but not limited to paving, accessible parking, bike parking, sidewalks, street trees, and landscaping.

GROWTH POLICIES PLAN: The Growth Policies Plan (GPP) designates this property as Community Activity Center (CAC). The Community Activity Center areas are “designed to provide community-serving commercial opportunities in the context of a high density, mixed use development.” It also states that “rather than serving a single neighborhood, commercial uses in and surrounding the CAC will be developed so as to be accessible to multiple neighborhoods by non-motorized means, without becoming a major destination for the entire City and/or region.” Land use policies for this area state that:

- The primary land use in the CAC should be medium scaled commercial retail and service uses
- Buildings should be developed with minimal street setbacks to increase pedestrian and transit accessibility.
- Parking should be located and designed with an emphasis on minimizing pedestrian obstacles to accessing businesses.

- Street cuts should be limited as much as possible to reduce interruptions of the streetscape.

CONCLUSIONS: Staff finds that the proposed uses do not substantially interfere with the GPP. This petition would allow for a radio station which essentially functions as a professional office use, which is a permitted use. The proposed tower would not be substantially taller than the existing trees on the property and takes advantage of the elevation of the property to keep the height as low as possible. Lack of residential structures nearby makes this an excellent location for a use containing an accessory tower structure and satellite dishes.

RECOMMENDATION: Staff finds that these use variances will not substantially interfere with the Growth Policies Plan. Based upon the written report, staff recommends forwarding a positive recommendation to the Board of Zoning Appeals.

MEMORANDUM

Date: June 28, 2012
To: Bloomington Plan Commission
From: Bloomington Environmental Commission
Through: Linda Thompson, Senior Environmental Planner
Subject: UV/V-26-12, Mid-America Radio Group

This memorandum contains the Environmental Commission's (EC) input and recommendations regarding a Use Variance (UV) for Mid-America Radio Group. Also mentioned below are comments regarding other issues that will be addressed at a later Board of Zoning Appeals meeting. The site for this petition is within the Commercial General Zoning District, but perhaps more importantly, the location is on a major entrance route into Bloomington from the North, and its character will thus form an important first impression of our city for visitors.

The proposed development is on a major entrance route to our city from the north, and the EC is concerned that the proposed site plan represents a lost opportunity to welcome travelers into our city with a special sense of place more in keeping with our city's unique character. Because the parking lot and satellite dishes are proposed to be in the front and proximate to the street, the EC recommends additional landscaping to enhance the streetscape visually.

The EC also notes that this area is also an excellent candidate for a "Complete Streets" approach (<http://www.completestreets.org/>) to enhance its navigability for all users – pedestrians, bicyclists, handicapped people, and others, while simultaneously enhancing its character as both an entranceway to our city and a destination spot in its own right. While the EC recognizes that the developer is not responsible for the street way itself, we encourage the developer to promote a vision for the site that complements and anticipates the complete streets concept.

RECOMENDATIONS

1. RIPARIAN BUFFER:

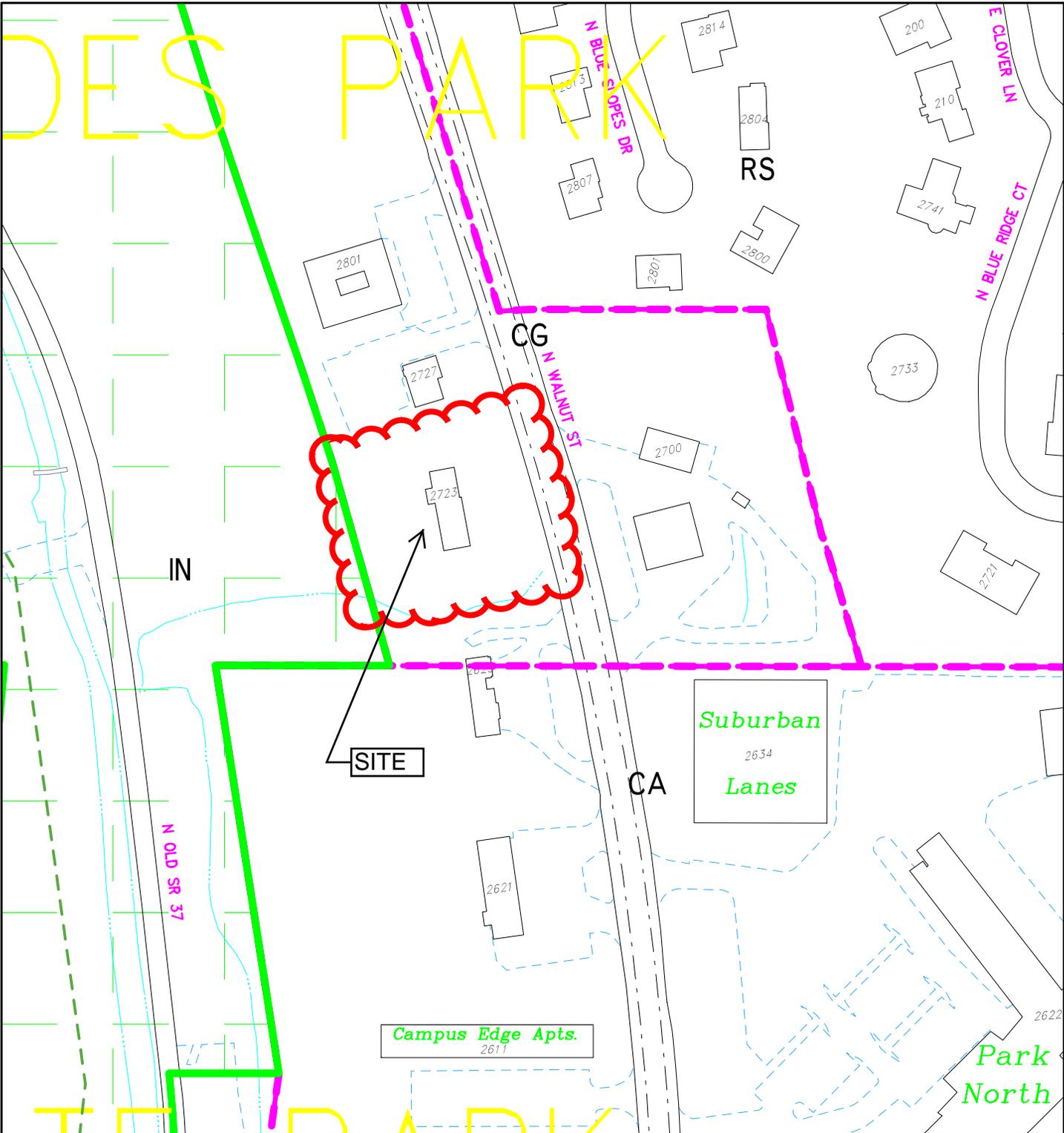
One of the variances requested is for a riparian buffer that is narrower than the Unified Development Ordinance (UDO) requires. Given the nature of the stream and the slope of the topography, the EC believes a functional buffer is absolutely necessary. However, we believe that can be accomplished in less than 75 feet. The EC believes the Petitioner's request is reasonable if they enhance the resulting buffer with native plants and no lawn mowing. The EC believes enhanced vegetation along this stream is an important factor in the Use Variance

UV-26-12 EC Memo

decision. Therefore, the EC recommends that if the petitioner agrees to increase native vegetation within the resulting riparian buffer, we can support a Use Variance.

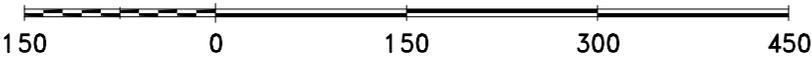
2. REDUNDANT EROSION CONTROL:

Because the site is adjacent to a riparian buffer and steep slopes, redundant erosion is needed. This is of great importance for the water quality in Cascades Creek. The EC recommends redundant erosion control around the entire area of disturbance.



UV-26-12
Location Map

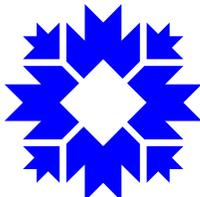
By: roachja
4 Jun 12



For reference only; map information NOT warranted.



City of Bloomington
Planning



Scale: 1" = 150'



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

June 9, 2012

City of Bloomington Plan Commission
401 N. Morton Street
Bloomington, Indiana 47403

Re: Mid America Radio Group Use and Setback Variance
2723 N. Walnut Street, Bloomington, In.
BFA Project #401214

Dear Plan Commission and Board of Zoning Appeals Members:

Our client Mid-America Radio Group respectfully requests the following variances:

1. Use variance to allow a radio station in the CG zone.
2. Use Variance to allow a radio tower in the CG zone.
3. Front, side and rear yard setback variance for the radio tower.
4. Front yard setback for parking.
5. Front yard setback for two satellite dishes.
6. Riparian buffer setback variance to allow tower and satellite dishes to be placed within the 75 foot buffer.

The proposed property is approximately 0.75 acres with frontage on N. Walnut Street. There is an existing driveway near the north property line that will be shifted south and widened to 24-feet. There are office buildings located north and south of the property, a service station located east of the property and vacant wood area is located west of the property.

The purpose of the above request is to allow a radio station with a 99 foot tower and two ground mounted satellite dishes to locate at this site. The location of this property is unique in the fact that it has the height and distance necessary to communicate with the radio station's other towers located in Ellettsville, Bloomfield and the east side of Bloomington. Due to the size of the existing property setback, variances are required to the south and east since we cannot meet the 80% of the height setback requirement.

The property currently has a single family residence with front and side yard parking spaces. The property has moderate slopes in the front, side and part of the rear yard. The western portion of the rear yard slopes drastically beyond the drip line of the woods west of the house. The proposed plan would be to do some minor interior modifications to the existing residence to accommodate a radio studio and offices. There would be approximately 10 employees at this location with 13-parking spaces along the north property line. Due to the steep slopes to the rear of the house we are requesting a front yard parking variance to achieve the necessary number of space without the necessity to disturb the steep slopes and trees mentioned above.

UV-26-12
Petitioner's Statement

528 NORTH WALNUT STREET
812-332-8030

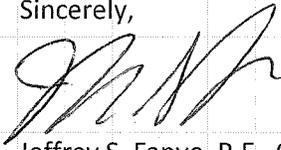
BLOOMINGTON, INDIANA 47404
FAX 812-339-2990

We are also requesting front yard variance for the satellite dishes to be placed where they can receive signals from a southeasterly direction. South of the south property exists an intermittent stream flowing from east to west. The proposed satellite dishes and tower will be within 34-feet of this intermittent stream and as a result will also require a variance to be placed as needed to accommodate the radio station.

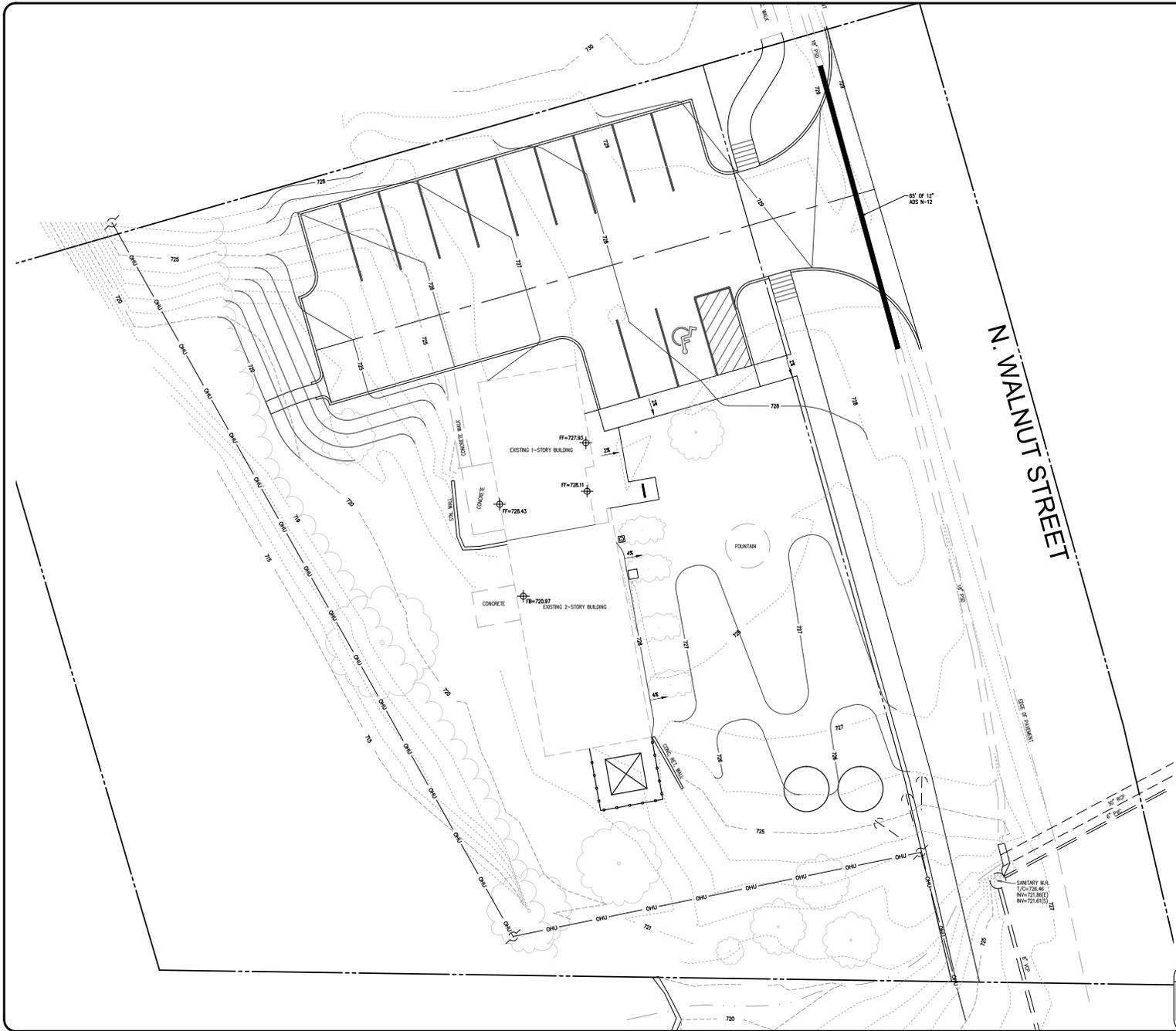
We have attached photographs of satellite dish and radio tower that are similar to the equipment proposed for this site. Landscaping will be provided around the rear and sides of the satellite dishes and the base of the radio tower to help buffer them from the street.

If you have any questions regarding our request please contact us at your convenience. We thank you for your consideration.

Sincerely,



Jeffrey S. Fanyo, P.E., CFM
Bynum Fanyo and Associates, Inc.



UTILITY AND GRADING LEGEND

PROPOSED DIP WATER LINE	—X—ML
PROPOSED WATER VALVE	W
PROPOSED 6" CAP AND VALVE	—M—
PROPOSED FLUSH HYDRANT (FH)	FH
PROPOSED WATER METER (TO BE SIZED BY THE CITY OF BLOOMINGTON UTILITIES)	W-M
PROPOSED 8" PVC SANITARY SEWER AND SANITARY SEWER MANHOLE	LINE "S-X"
PROPOSED 6" SANITARY LATERAL AND SANITARY SEWER CLEAN-OUT	6" SSL C.O.
PROPOSED STORM PIPE, INLET AND END SECTION	—S—
PROPOSED FOOTING DRAIN: SDR-35 PERFORATED DRAIN PIPE WRAPPED WITH FILTER FABRIC SOCK, INSTALLED ALONG FOOTING	—F—FD
PROPOSED SOLID SDR-35 DRAIN PIPE TO POINT OF DISCHARGE	—S—DOS
PROPOSED UNDERDRAIN: SDR-35 PERFORATED DRAIN PIPE WRAPPED WITH FILTER FABRIC SOCK, UNDER POKES & VOLLEYBALL COURT	—U—UD
PROPOSED SOLID SDR-35 DRAIN PIPE TO POINT OF DISCHARGE	—S—DOS
PROPOSED DOWNSPOUT DRAIN: SOLID SDR-35 DRAIN PIPE TO POINT OF DISCHARGE	—D—DD
PROPOSED SCHEDULE 40 PVC PIPE, ELECTRICAL GRADE (GREY) CONDUIT BURIED 36" BELOW FINISHED GRADE	—E—EC
PROPOSED RIP-RAP ON FILTER FABRIC	RR
PROPOSED CONTOUR	XXX
PROPOSED FLOW LINE	—F—
PROPOSED TOP OF WALL ELEVATION	XXXXXX
PROPOSED BOTTOM OF WALL ELEVATION	XXXXXX
PROPOSED SPOT GRADE ELEVATION	XXXXXX
FINISH FLOOR ELEVATION	FF=XXXXXX
FINISH EARTH PAD ELEVATION	FP=XXXXXX
FINISH BASEMENT ELEVATION	FB=XXXXXX
PROPOSED FIRE PVT/DOUBLEDETECTOR CHECK VALVE 6" FIRE SERVICE LINE 2" SERVICE LINE	—FV—

NOTE: ALL WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BLOOMINGTON UTILITY SPECIFICATIONS.

EROSION CONTROL LEGEND

SILTATION FENCE (TEMPORARY)	—S—
CONSTRUCTION LIMITS	CL
MULCH SEEDING - SEE SPECIFICATIONS (TEMPORARY)	MS
20' X 50' STONE PAD, 6" DEEP TO KEEP FROM TRACKING MUD OFF SITE (TEMPORARY)	SP
CHECK DAM (TEMPORARY)	CD
CONCRETE WASHOUT AREA (TEMPORARY)	CA
EROSION CONTROL BLANKET (PERMANENT)	EB
STRAW BALE (TEMPORARY) (TO BE USED ON ALL YARD INLETS)	SB

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

revisions:

ARCHITECTURE	PLANNING
CIVIL ENGINEERING	
BLOOMINGTON, INDIANA	
(812) 339-2990 (Fax)	
BY NAIM FAYO & ASSOCIATES, INC.	
628 North Walnut Street	
Bloomington, Indiana	
(812) 332-8030	

certified by:

PROPOSED
SPIRIT 95
2723 N. WALNUT STREET
BLOOMINGTON, INDIANA

title: DRAINAGE, UTILITY & EROSION CONTROL PLAN

designed by: JSF
drawn by: JR
checked by: JSF
sheet no: C401
project no: 401214

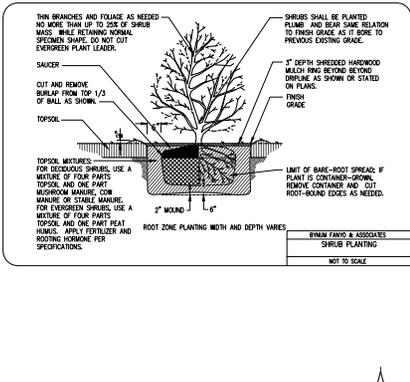
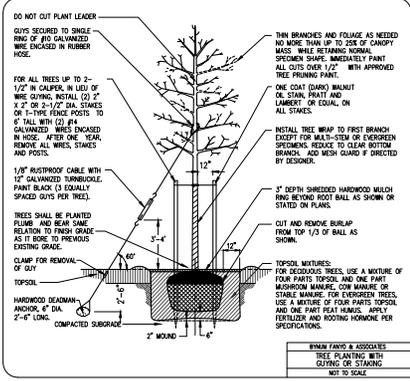


PLANT LIST

LARGE CANOPY DECIDUOUS TREES					
LEGEND	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
	OP	QUERCUS PRINUS	CHESNUT OAK	5	2" CAL. B & B
	AG	QUERCUS GLABRA	OHIO BLACKOAK	5	2" CAL. B & B
	MS	AZER RUBRUM	RED SPANISH MAPLE	5	2" CAL. B & B
SMALL / MEDIUM DECIDUOUS TREES					
LEGEND	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
	BN	BETULA NIGRA	RIVER BIRCH	2	2" CAL. B & B
EVERGREEN TREES					
LEGEND	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
	PS	FRAX VIRGINIANA	VIRGINIA PINE	7	5'-4" HEIGHT
DECIDUOUS SHRUBS					
LEGEND	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
	AM	ARNICA ARBUTIFOLIA	BLACK CHOKEBERRY	28	24" SPREAD
	LS	LINDERA BENSONI	SPECIOSA	18	24" HOODY
EVERGREEN SHRUBS					
LEGEND	KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
	SO	SYMPLOCARPOS OBLONGATUS	MEADOW CURRANT	18	24" HOODY, CONT.
	VO	VERBURNUM DENTATUM	ARBOREOUS	18	24" HOODY, CONT.

CONTAINER OR BALL AND BURLAP CONDITION ACCEPTABLE.

NOTE: SPECIES SHOWN THAT ARE NOT LISTED IN THE CITY OF BLOOMINGTON ZONING ORDINANCE CHAPTER 2006 TABLES OF RECOMMENDED PLANT MATERIALS ARE GIVEN BOTANICALLY COMPARABLE DENSITY VALUES.



NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INCONGRUITIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

revisions:

ARCHITECTURE	PLANNING
CIVIL ENGINEERING	PLANNING

BY NIM FAYO & ASSOCIATES, INC.
52B North Walnut Street
Bloomington, Indiana
(812) 339-2890 (Fax)

certified by:

PROPOSED
SPIRIT 95

2723 N. WALNUT STREET
BLOOMINGTON, INDIANA

title: LANDSCAPE PLAN

designed by: JSF
drawn by: JR
checked by: JSF
sheet no: CS01
project no.: 401214



Satellite Dish At WCLS Studios In Ellettsville On Hwy 46
(2 Of This Kind Of Dish At Walnut Street Location)

UV-26-12
Illustrative photo

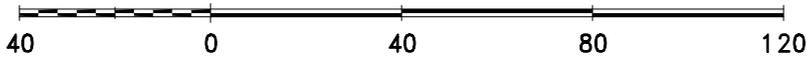


**85 Foot Antenna At WCBK Studio In Martinsville
(Type Of Antenna Needed At Walnut Street Location)**



UV-26-12
2011 Aerial Photo

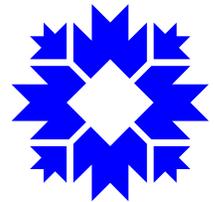
By: roachja
4 Jun 12



For reference only; map information NOT warranted.



City of Bloomington
Planning



Scale: 1" = 40'

**BLOOMINGTON PLAN COMMISSION
STAFF REPORT
Location: 301 W. Patterson Dr.**

**CASE #: UV-27-12
DATE: July 9, 2012**

**PETITIONER: Storage Express Holdings, LLC
301 W. Patterson Dr., Bloomington**

**CONSULTANT: Bynum Fanyo Associates, Inc.
528 N. Walnut St, Bloomington**

REQUEST: The petitioner is requesting a use variance to allow development within the floodplain consisting of grading and parking.

SITE DESCRIPTION: The petition site is located at 301 W. Patterson Drive and is located within Parcel E of the Thomson PUD (PUD-41-98). The site is mostly occupied by an existing 50,000 sq. ft. warehouse that spans the property line and extends south. A surface parking lot and truck marshalling yard is located on the north side of the building. Surrounding land uses include the B-Line Trail and Switchyard Park to the east, a warehouse to the south, single family residences to the west (McDoel Gardens Neighborhood) and a parking lot to the north that was recently approved for redevelopment.

The petitioner owns approximately 50,000 sq. ft. of the 150,000 sq. ft. building and will be utilizing their portion of the building to provide approximately 200 mini-warehouse storage units. A new parking area with 5 spaces will be added west of the existing parking lot to relocate the parking areas that will be removed. There are 2 existing parking spaces in front of the building that will remain for a total of 7 parking spaces on the property.

The petitioner is requesting a use variance to allow development in the floodplain for the proposed excavation and placement of fill on the north side of the building. The fill is necessary to raise the elevation of the parking and loading area to the same level as the floor of the building. Fill is also necessary along Patterson Dr. to allow for an existing retaining wall and non-conforming fence to be removed. Other related site improvements include redistributing parking spaces, installation of new landscaping, and reduced entrance drive width.

SITE PLAN:

Pedestrian Facilities: There is an existing sidewalk along Patterson Drive. With this petition, the existing entrance drive will be reduced in width and a new sidewalk will be installed for the portions of the drive that are removed. No connections to the B-Line trail are proposed.

Architecture: With this petition there would be only minor changes to the exterior. Exterior improvements include painting and replacing panels along the top of the building.

Parking: There will be 7 parking spaces provided for the new facility. This does not exceed the maximum UDO parking requirements. The UDO allows a maximum of one parking space for each employee per largest shift plus 1 parking space for each 25 units. There will be one person on the maximum shift plus 200 storage bays for a maximum of 9 parking spaces allowed.

Access: There is an existing access drive on Patterson Drive that will be reduced in width to meet the UDO requirements. A concrete apron is required for the portions of the drive in the right-of-way and will also be installed.

Landscaping: The Thomson PUD approved reduced landscaping standards given site constraints, but does require landscaping to the extent practical. Staff has worked with the petitioner to install landscaping around the site including along the parking spaces facing the B-Line Trail and new street trees.

Floodplain: The 100-year floodplain of Clear Creek extends through the property and portions of the building. The petitioner is proposing to place fill in the parking area on the north side of the building to raise the ground elevation of the new parking lot to be level with the floor of the building. Fill will also be placed as a result of removing an existing retaining wall and fence along Patterson Drive. A permit from the Department of Natural Resources has been approved (FW-26,532) to allow the work within the floodplain. The Thomson PUD had less restrictive development standards and foresaw that it may not be possible to meet all zoning standards in the redevelopment of certain parcels, including this parcel, where the entire site outside of the building is within the floodplain.

GROWTH POLICIES PLAN: The GPP designates this property as Employment Center. This designation does not directly relate to the question of the appropriateness of fill at this location. The more relevant guidance for this petition is found in the guiding principles. Staff finds that the principles to Nurture Environmental Integrity and Sustain Economic and Cultural Vibrancy can have conflicting objectives. As is evidenced with this request, staff finds that these goals must be balanced and evaluated on a case by case basis.

With this petition, staff has analyzed the 20 implementation measures found under Nurture Environmental Integrity. Only one of the 20 measures has a direct impact on requested fill. NEI-15 states that zoning and subdivision regulations should be revised to *“require areas located within 100-year floodways as well as intermittent stream channels to be protected by drainage and conservation easements.”*

The Sustain Economic and Cultural Vibrancy principle provides guidance as well. It states that *“the redevelopment of under-utilized parcels should not be neglected in favor of open land outside the City. Redevelopment sites such as the **former Thomson property**...and McDoel Switchyard represent opportunities to provide economic benefits to the community in a manner that is compatible with the Plan’s guiding principles. Within Bloomington, there are significant numbers of properties within the downtown, along arterial roadways, and even in core neighborhoods that could be better utilized through redevelopment strategies.”*

Staff finds that the redevelopment of this site in a manner that will allow for continued site improvements, new landscaping, reduced impervious surface and most importantly reuse of a declining industrial building along the B-Line trail outweighs the small impact to the floodway in this area. The City created the Thomson PUD in 1998 to deal with these issues. We found at that time that some encroachment and development within the floodway was anticipated. This request is similar to those recently done to the north and south also found within this PUD. This request does include more fill, but will have minimal impact as evidenced by the permit issued by DNR for this project.

In addition, this area was evaluated by the City's Environmental Resource Inventory and received the second lowest rating based on the floodway being the only environmental sensitivity found on the site.

ENVIRONMENTAL COMMISSION: The EC has reviewed this petition and does not find the proposed fill within the floodplain to be warranted and has recommended denial.

CONCLUSIONS: Due to the low number of environmental features, the presence of a permit from DNR, and the high desirability for redevelopment of this area, staff ultimately finds this project does not substantially interfere with the goals and policies of the GPP.

RECOMMENDATION: Based upon the written report, staff recommends forwarding a positive recommendation to the Board of Zoning Appeals.

MEMORANDUM

Date: June 28, 2012
To: Bloomington Plan Commission
From: Bloomington Environmental Commission
Through: Linda Thompson, Senior Environmental Planner
Subject: UV-27-12, Storage Express

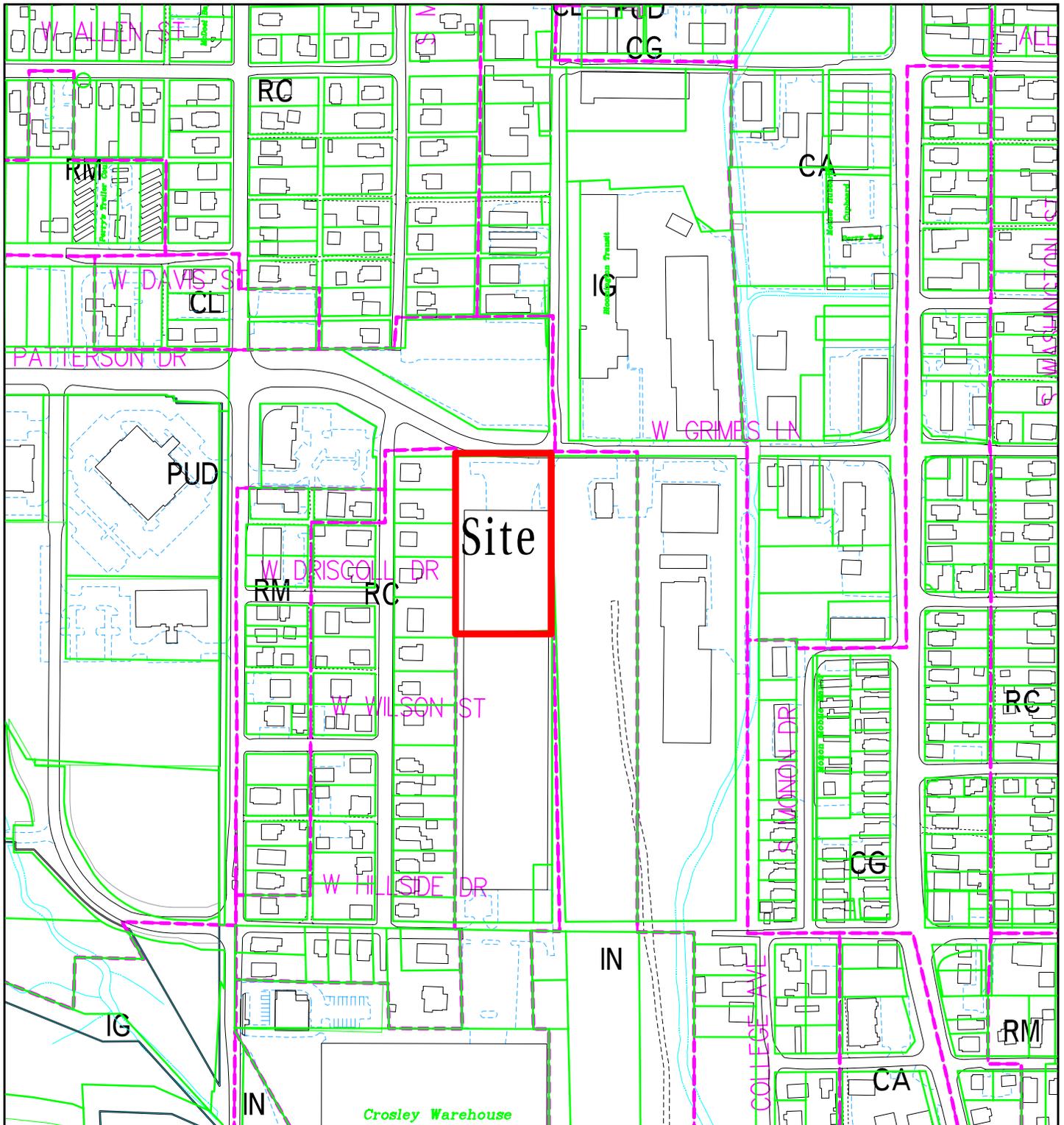
This memorandum contains the Environmental Commission's (EC) input and recommendations regarding a Use Variance request to allow development in a floodplain. The Petitioner is requesting to remodel a building, grade and pave, and place fill within the floodplain of Clear Creek. The EC finds the request unacceptable, therefore, does not support the variance.

1. JUSTIFICATION FOR VARIANCE:

The EC believes there is not adequate justification for a variance on this site. The EC also believes that the petitioner has not proven that no adverse impact will occur to the neighboring or downstream properties. Therefore, the EC recommends that this petition move to the BZA with a recommendation for denial.

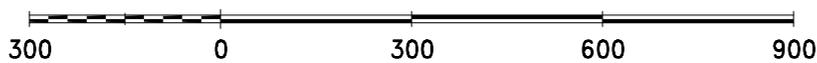
RECOMMENDATIONS:

The EC urges the Plan Commission to give a recommendation of denial to the BZA for this Use Variance.

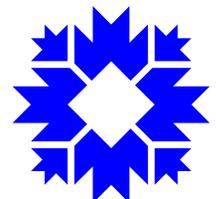


UV-27-12 Storage Express
 301 W Patterson Drive
 Plan Commission
 Site Location, Zoning, Land Use, Parcels

By: greulice
 5 Jul 12



City of Bloomington
 Planning



Scale: 1" = 300'

For reference only; map information NOT warranted.



BYNUM FANYO & ASSOCIATES, INC.

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

June 9, 2012

City of Bloomington Plan Commission
401 N. Morton Street
Bloomington, Indiana 47403

Re: Use Variance Request, Storage Express 301 West Patterson Drive
BFA Project #401154

Dear Plan Commission and Board of Zoning Appeals Members:

Our Client, Storage Express respectfully request a use variance to allow the construction of a marshalling yard, parking spaces, sidewalks and landscaping areas within the floodplain located at the above address. The existing building at 301 W. Patterson Drive is part of the Thompson PUD. At the time of PUD approval it was anticipated that the existing buildings and parking areas within the PUD would be redeveloped including the areas within the floodplain. This type of construction is an allowed activity per the FEMA and IDNR regulations.

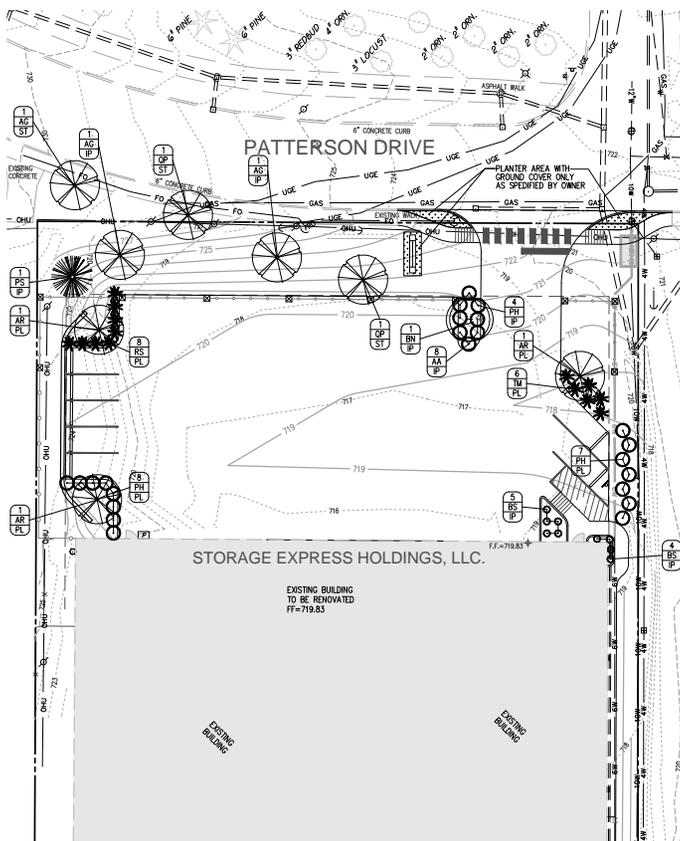
In December of 2010 a new UDO was adopted that is stricter than FEMA's model ordinance. The UDO now prohibits the construction anticipated in the Thompson PUD. This provision has created a condition that will not allow the Planning Department to issue a grading permit for the required redevelopment of the site.

Plans have been prepared for the proposed improvements and submitted to the Indiana Department of Natural Resources which has issued a permit to allow the construction in the Floodplain. In order to allow the proposed construction to be issued a local permit, we need the requested use variance. This type of variance to the UDO has been approved for two other properties in this PUD. The two approvals were granted in Parcel C just north of this site and Parcel E south of this site. In both of these approvals it was determined that no adverse impact would be created by the approval of variance. Similar to the other two variances, the proposed construction will have no adverse impact on the floodplain as evidenced by the issuance of the IDNR permit.

If you have any questions regarding this request please contact us at your convenience.

Sincerely,

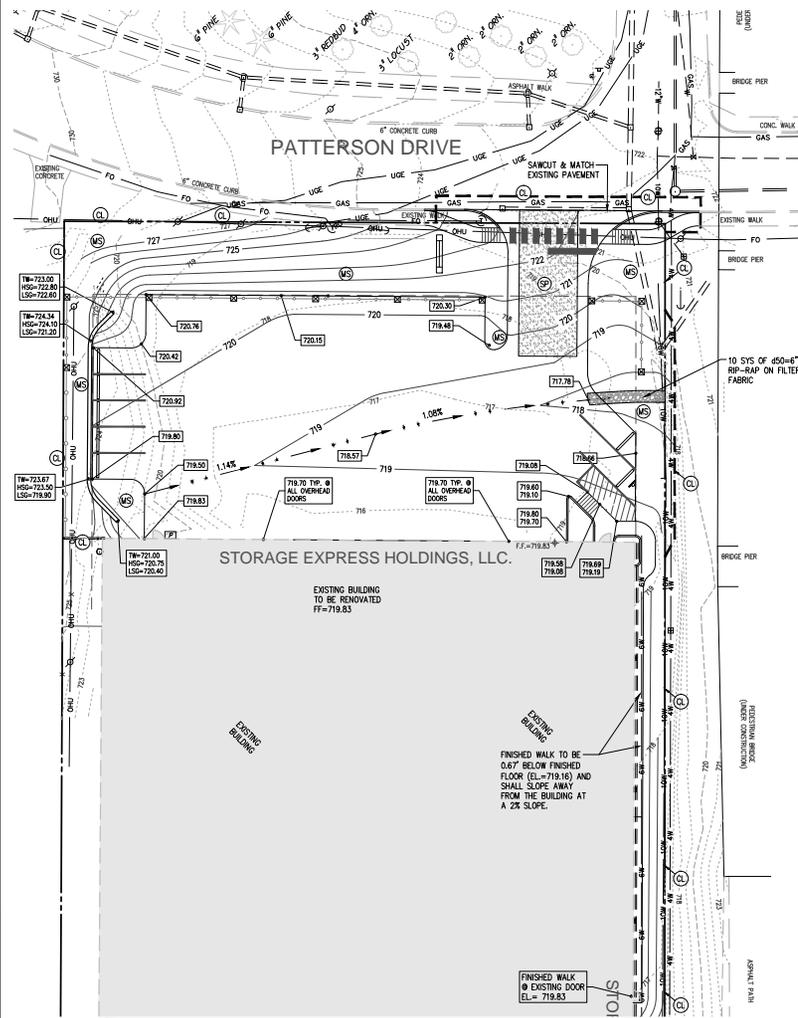
Jeffrey S. Fanyo, P.E., CFM
Bynum Fanyo and Associates, Inc.



LANDSCAPE PLAN

SCALE: 1"=20'

PLANT LIST				
LARGE CANOPY DECIDUOUS TREES				
LEGEND KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
OP	QUERUS PRINUS	CHESNUT OAK	2	2" CAL. B & B
AG	AZOLUS GLABRA	SHO BUCKEYE	3	2" CAL. B & B
AR	AZES RUBRO	RED SWEET MAPLE	3	2" CAL. B & B
SMALL / MEDIUM DECIDUOUS TREES				
LEGEND KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
BN	BETULA NIGRA	RIVER BIRCH	1	2" CAL. B & B
EVERGREEN TREES				
LEGEND KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
PS	PRUNUS STROBUS	WHITE PINE	1	3-4" HEIGHT
DECIDUOUS SHRUBS				
LEGEND KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
AA	ARJUNIA ARBUTIFOLIA	BLACK CHOKERRY	8	24" SPREAD
PH	PRUNUS ADOLES	WOODSAGE	10	24" HEIGHT
BS	BURS SEMPERVIRENS 'UTRIFRUCTA'	ENGLISH 'TWAIN' BORNWOOD	9	24" HGT. CONT.
EVERGREEN SHRUBS				
LEGEND KEY	BOTANICAL NAME	COMMON NAME	QTY	SIZE & CONDITION
NH	TAXUS MEDIA 'NORWICH'	BROWN'S FEN	8	24" HGT. CONT.
RS	RHOODODENDRON SPECIES	RHOODODENDRON	8	24" HGT. CONT.
PLANT QUANTITY: *CONTAINER OR BALL AND BURLAP CONDITION ACCEPTABLE PLANT TYPE: *SEE SPECIFICATIONS RECOMMENDATION: NOTE: SPECIES SHOWN THAT ARE NOT LISTED IN THE CITY OF BLOOMINGTON ZONING ORDINANCE CHAPTER 20.06 TABLES OF RECOMMENDED PLANT MATERIALS ARE GIVEN BOTANICALLY COMPARABLE DENSITY VALUES. PLANTING: *SEE SPECIFICATIONS PLANTING: *SEE SPECIFICATIONS				



UTILITY AND GRADING LEGEND

- PROPOSED DIP WATER LINE
- PROPOSED WATERLINE VALVE
- PROPOSED WATERLINE CAP AND VALVE
- PROPOSED FLUSH HYDRANT (FH)
- PROPOSED WATER METER (TO BE SIZED BY THE CITY OF BLOOMINGTON UTILITIES)
- PROPOSED 8" PVC SANITARY SEWER AND SANITARY SEWER MANHOLE
- PROPOSED 6" SANITARY LATERAL AND SANITARY SEWER CLEANOUT
- PROPOSED STORM PIPE, INLET AND END SECTION
- PROPOSED FOOTING DRAIN: SDR-35 PERFORATED DRAIN PIPE WRAPPED WITH FILTER FABRIC SOAK, INSTALLED ALONG FOOTING
- PROPOSED SOLID SDR-35 DRAIN PIPE TO POINT OF DISCHARGE
- PROPOSED UNDERDRAIN: SDR-35 PERFORATED DRAIN PIPE WRAPPED WITH FILTER FABRIC SOAK, UNDER PONDS & VOLETBALL COURT
- PROPOSED SOLID SDR-35 DRAIN PIPE TO POINT OF DISCHARGE
- PROPOSED DOWNSPOUT DRAIN: SOLID SDR-35 DRAIN PIPE TO POINT OF DISCHARGE
- PROPOSED SCHEDULE 40 PVC PIPE, ELECTRICAL GRADE (GREY) CONDUIT BURIED 36" BELOW FINISHED GRADE
- PROPOSED RIP-RAP ON FILTER FABRIC
- PROPOSED FLOW LINE
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED EDGE OF PAVEMENT ELEVATION
- PROPOSED SPOT GRADE ELEVATION
- FINISH FLOOR ELEVATION
- FINISH EARTH PAD ELEVATION
- FINISH BASEMENT ELEVATION
- PROPOSED TOP OF WALL ELEVATION
- PROPOSED HIGH SIDE OF WALL FINISH ELEVATION
- PROPOSED LOW SIDE OF WALL FINISH ELEVATION
- PROPOSED FIRE PIT/DOUBLE DETECTOR
- CHECK VALVE @ FIRE SERVICE LINE "2" SERVICE LINE

EROSION CONTROL LEGEND

- SILTATION FENCE (TEMPORARY)
- CONSTRUCTION LIMITS
- MULCH SEEDING - SEE SPECIFICATIONS (TEMPORARY)
- 20' X 50' STONE PAD, 6" DEEP TO KEEP FROM TRACKING MUD OFF SITE (TEMPORARY)
- CHECK DAM (TEMPORARY)
- CONCRETE WASHOUT AREA (TEMPORARY)
- EROSION CONTROL BLANKET (PERMANENT)
- STRAW BALE (TEMPORARY) (TO BE USED ON ALL YARD INLETS)

NOTE: THIS PROPERTY CONTAINS A FLOOD HAZARD ZONE "AE" AS SCALED FROM THE FLOOD INSURANCE RATE MAP (FIRM) FOR BLOOMINGTON, INDIANA. COMMUNITY NAME: CITY OF BLOOMINGTON, INDIANA, MONROE COUNTY. COMMUNITY NUMBER: 1810C. PANEL NUMBER: 0143 D. DATE: DECEMBER 17, 2010.

NOTE: THE TOPOGRAPHIC SURVEY WAS PERFORMED BY BYNUM & FAYO ASSOCIATES, INC. IN DECEMBER, 2011. MEASUREMENTS WERE REFERENCED TO NAVD 1988. ELEVATION DATA BASED ON INDOT CONTINUOUSLY OPERATING REFERENCE STATIONS (INCORS).

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INCONGRUITIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

GRADING & EROSION CONTROL PLAN



SCALE: 1"=20'

revisions:

ARCHITECTURE	PLANNING
CIVIL ENGINEERING	PLANNING
BYNUM & FAYO ASSOCIATES, INC.	
Bloomington, Indiana	
(812) 339-2890 (Fax)	

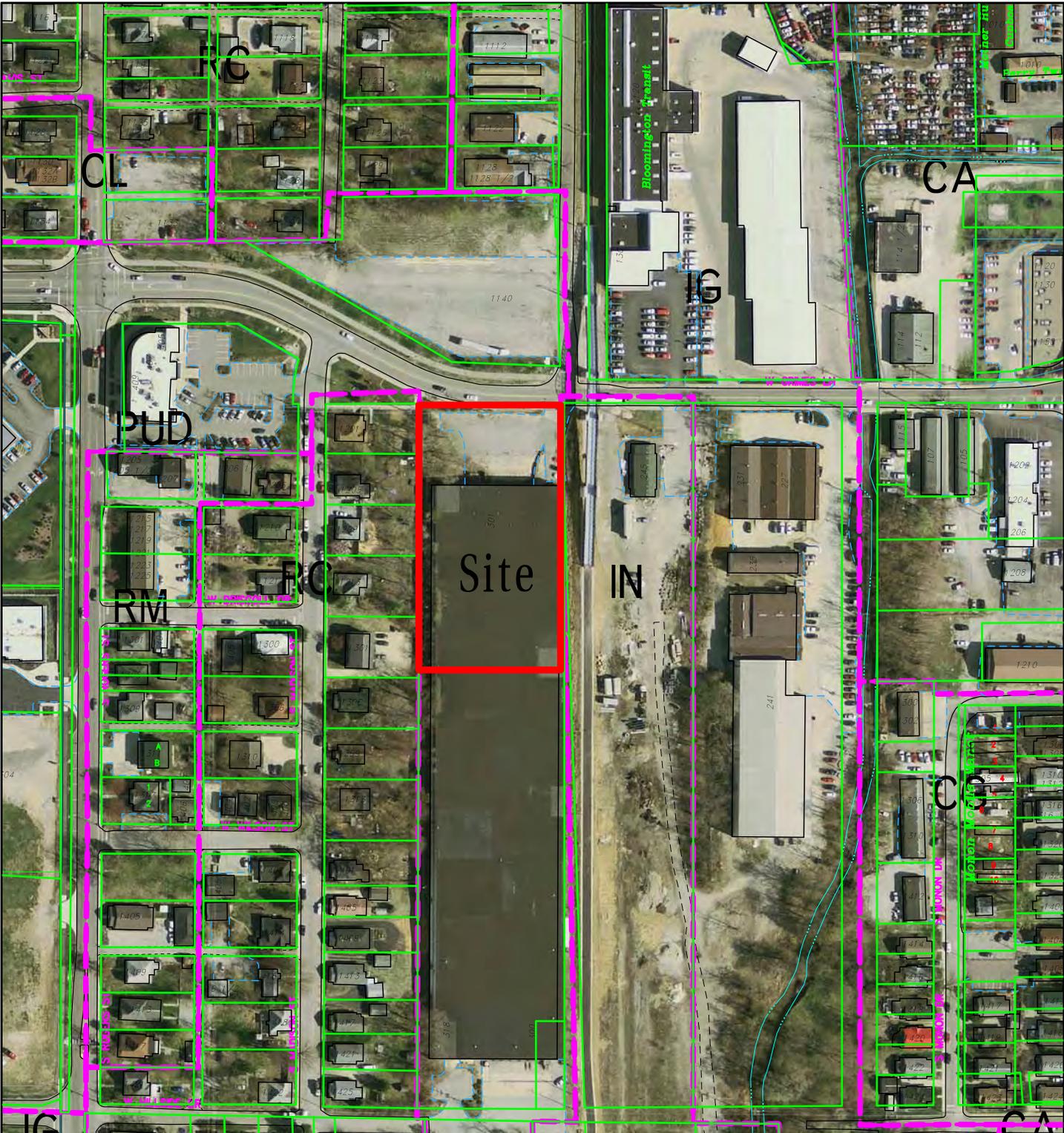
certified by: [Signature]

No. 18283
STATE OF INDIANA
PROFESSIONAL ENGINEER

PROPOSED STORAGE EXPRESS GRIMES LANE FACILITY
301 W. PATTERSON DRIVE
BLOOMINGTON, INDIANA

title: GRADING, EROSION CONTROL & LANDSCAPE PLAN

designed by: JBT
drawn by: JBT, JR.
checked by: JBT
sheet no: C103
project no: 401154



UV-27-12 Storage Expres

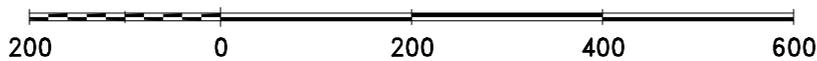
301 W Patterson Dr

Plan Commission

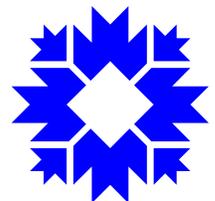
2011 Aerial Photograph

By: greulice

5 Jul 12



City of Bloomington
Planning



Scale: 1" = 200'

For reference only; map information NOT warranted.