

CITY OF BLOOMINGTON



PLAT COMMITTEE

**NOVEMBER 7, 2016 @ 4:30 p.m.
CITY HALL - HOOKER
CONFERENCE ROOM #245**

**CITY OF BLOOMINGTON
PLAT COMMITTEE
November 7, 2016 at 4:30 p.m.**

***Kelly Conference Room #155**

ROLL CALL

MINUTES TO BE APPROVED: February

REPORTS, RESOLUTIONS, AND COMMUNICATIONS:

PETITION:

DP-34-16

James C. Regester

3380, 3440 & 3480 W Runkle Way

A final plat amendment to the Second Replat of Lot #8 of the Whitehall Park Subdivision.

Case Manager: Eric Greulich

**Next Meeting Date: December 5, 2016

Updated: 11/4/2016

***Auxiliary aids for people with disabilities are available upon request with adequate notice.
Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.***

**BLOOMINGTON PLAT COMMITTEE
STAFF REPORT
LOCATION: 3380, 3440, 3480 W. Runkle Way**

**CASE #: DP-34-16
DATE: November 7, 2016**

PETITIONER: James Register
328 S. Walnut St, Suite #6

CONSULTANT: Bledsoe, Riggert, Cooper, & James, Inc.
1351 W. Tapp Road

REQUEST: The petitioner is requesting a final plat amendment to the Second Replat of Lot #8 of the Whitehall Park subdivision.

STAFF REPORT: The property is located at 3380 W. Runkle Way. The property was recently rezoned to Commercial Arterial (CA) under case #ZO-13-16 and a site plan for a new hotel was approved under SP-28-16. Surrounding land uses are all commercial shopping centers with Monroe County planning jurisdiction to the north. This site received a subdivision approval in 2009 (DP-28-09) to allow a four-lot subdivision.

This plat amendment will allow the reconfiguration of the existing lot lines and utility easements to allow for the recently approved hotel. As a result of the proposed location for the hotel there is an existing utility easement that must be adjusted along the south side of Lot #8B. As part of the plat amendment, the existing common area lot that is used for a detention pond will be moved to the north and placed on a new Lot #8D. No other changes to the previous plat are proposed. All required right-of-way and tree preservation areas were set aside with the previous subdivision approval.

An existing combined curb and monolithic sidewalk will be removed along Runkle Way and a new 5' wide sidewalk with a 5' tree plot will be constructed, however due to underground utilities in the tree plot area, the new street trees will have to be planted behind the sidewalk instead of in the tree plot. A facilities maintenance plan was submitted with this petition and meets the UDO requirements.

SITE PLAN REVIEW:

Utilities: Water and sewer service is shown on the site plan connecting to existing utilities. The existing detention pond on this site would be relocated to the north as part of this petition. Plans have been submitted to City of Bloomington Utilities for utility work and are pending final approval, no issues have been identified with the proposed changes. Final approval from CBU is required prior to issuance of a grading permit.

RECOMMENDATION: Staff recommends approval of this petition with the following conditions:

1. Approved per terms and conditions of SP-28-16.
2. The Facilities Maintenance Plan must be recorded at the County Recorder's Office with the final plat.

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

October 11, 2016

Eric Greulich, Planner
City of Bloomington Planning & Transportation Dept.
401 N. Morton St., Suite 130
Bloomington, IN 47404
(812)349.3423

RE: Third Replat of Lot 8, Whitehall Park Plat - Comfort Inn Petition

Dear Planner:

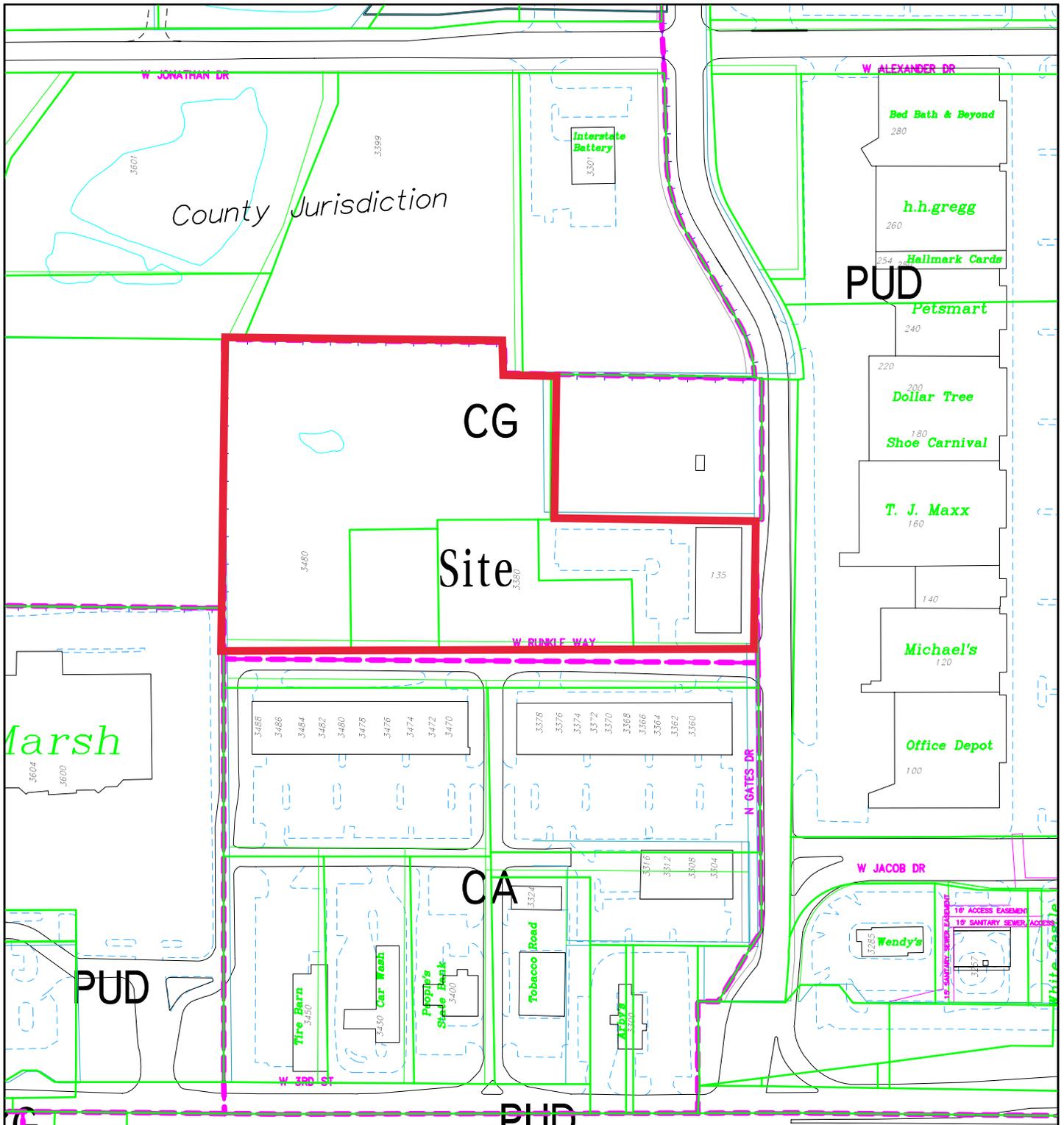
James C. Regester, the petitioner, is respectfully requesting to be placed on the next available Plat Committee agenda and Board of Public Works agenda. The petition concerns proposed replatting of Lots 8B, 8C & 8D as shown on the Second Replat of Lot 8 of Whitehall Park Lots 5, 6 & 8 Final Plat (Inst. No. 2009017183 PC "D", Env. 93). The proposed replat is a combination of Parcels 8B, 8C & 8D as shown on the Second Replat of Whitehall Park (Inst. No. 2009017183 PC "D", Env. 93) with slight line adjustments affecting Lot 8C, as shown on the submitted plat drawings. Additionally, there is a drainage area & triangle shaped easement in Lot 8B that are to be vacated for the drainage easement in Lot 8C.

Please find the enclosed documents as our submittal of application:

1. City of Bloomington General Case Application Form
2. Petitioner's statement
3. Plat drawings for the proposed Third Replat of Lot 8, Whitehall Park
4. Filing Fee of \$375 [\$300 flat fee + \$25/Lot (3) = \$375.00]

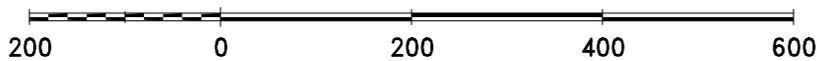
Sincerely,

James C. Regester (Petitioner)
c/o Bledsoe Riggert Cooper & James, Inc.(Consultant)
1351 W. Tapp Rd.
Bloomington, IN 47403
(812) 336.8277



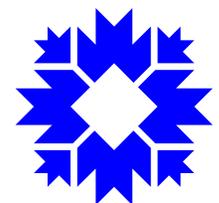
DP-34-16 James Register
 3380, 3440, and 3480 W Runkle Way
 Plat Committee
 Site Location, Zoning, Land Use, Parcels

By: greulice
 4 Nov 16



For reference only; map information NOT warranted.

City of Bloomington
 Planning & Transportation

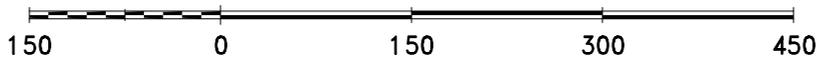


Scale: 1" = 200'



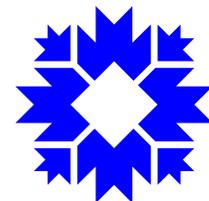
DP-34-16 James Register
 3380,3440, & 3480 W Runkle Way
 Plat Committee
 2014 Aerial Photograph

By: greulice
 4 Nov 16



For reference only; map information NOT warranted.

City of Bloomington
 Planning & Transportation



Scale: 1" = 150'



Cross Reference: Declaration of Covenants, Conditions, and Restrictions for Whitehall Park, recorded in the Office of the Recorder of Monroe County, Indiana, on March 23, 1999 in Book 256, Page 516.

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WHITEHALL PARK**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WHITEHALL PARK (the "Declaration"), is made this ___ day of _____, 2016, by WHITEHALL PARK, LLC, an Indiana limited liability company, and Register & Blackwell, Inc., and Indiana Company (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, pursuant to Section 1.1 of that certain Declaration described in the cross reference, above, Whitehall Park, LLC and Register & Blackwell, Inc. are defined as the Declarants under said Declaration;

WHEREAS, pursuant to Section 8.2.1 of the Declaration, the Declarant has the right to modify or amend the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

- I. **Re-write of Article 1B: Common Areas.** All of Article 1B is hereby deleted, and inserted in its place is the following:

**ARTICLE 1B
COMMON AREAS**

Section 1B.1 **Common Area Definition.** "Common Areas" means all portions of the Real Estate (including improvements thereto) shown on any Plat which are not buildable Lots and which are not dedicated to the public, including but not limited to Lot 8D on the THIRD REPLAT OF LOT 8 attached to this SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WHITEHALL PARK as an Index Map as part of the Facilities Plan of these Common Areas.

Section 1B.2. **Common Expenses.** "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, maintenance, repair or replacement of the Common Areas, and the performance of any other responsibilities and duties of the Association provided herein, (iii) all sums lawfully assessed against the Owners by the Association and (iv) all sums declared by this Declaration to be Common Expenses.

Section 1B.3. Owners' Easement of Enjoyment of Common Areas. Declarant hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas which shall run with and be appurtenant to each Lot, subject to the following:

(i) the right of the Declarant (prior to conveyance of the Common Areas to the Association) to grant nonexclusive easements appurtenant to and for the benefit of other real estate in the vicinity of the Real Estate ("Adjoining Neighborhood Property") for the use and enjoyment of the Common Areas by the owners from time to time of all or any part of such Adjoining Neighborhood Property upon and subject to the terms and conditions of such grant, which terms and conditions shall include an obligation to contribute to the cost of the maintenance and repair of such Common Areas;

(ii) the right of the Declarant (prior to conveyance of the Common Areas to the Association) to grant easements in and to the Common Areas to any political subdivision or governmental authority or public utility company;

(iii) the right of the Association (after conveyance of the Common Areas to the Association by Declarant) to dedicate or transfer all or any part of the Common Areas to any political subdivision or governmental authority or public utility company for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of two-thirds (2/3) in the aggregate of both classes of members of the Association;

(iv) any other easements declared, created, granted or reserved elsewhere in this Declaration or in any Plat; and

(v) the terms and provisions of this Declaration.

Neither Declarant nor the Association shall be responsible for any loss, damage or injury to property or injury or death to persons arising out of the use of the Common Areas and any equipment and facilities installed by Declarant or the Association therein or thereon. The Common Areas and all such equipment and facilities shall be used at the sole risk of the user.

Section 1B.4. Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any easement area or improvements, equipment or facilities located therein or thereon installed by Declarant or the Association, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or such easement areas) or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and

constitute a special assessment against such Owner and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

Section 1B.5. Conveyance of Common Areas. Prior to the conveyance of the last Lot by Declarant, Declarant shall convey all of its right, title and interest in and to the Common Areas to the Association by quitclaim deed, and such Common Areas shall then be the property of the Association.

IV. Re-Statement of Article 6: Maintenance. All of Article 6 is hereby restated as a part of the THIRD REPLAT OF LOT 8 WHITEHALL PARK attached hereto:

**ARTICLE 6
MAINTENANCE OBLIGATIONS**

Section 6.1. Failure of Owners Association to Maintain and Repair Common Areas; Obligation of Owners. In the event the Owners Association fails or refuses to perform its obligations to provide for the maintenance and repair of the Common Areas (whether due to insolvency, dissolution, or any other reason), the Owners shall have the responsibility and liability for such maintenance and repair in proportionate share to the amount of land each Owner owns in Whitehall Park.

Section 6.2. Failure of Owners Association to Maintain and Repair Common Areas; Rights of City of Bloomington. In the Event the Owners Association and/or the Owners fail or refuse to perform any necessary maintenance or repairs on Common Areas, the City of Bloomington or other appropriate governmental authority ("City") shall have the right (but not the obligation) through its agents, employees and contractors, to perform such obligations at the Owner's expense. Prior to commencing such work, the City shall first provide to the Owners Association and each Owner written notice which describes in reasonable detail what work it intends to perform and why such work is necessary. Prior to commencing any such work, the City shall first provide the Owners Association and Owners a reasonable opportunity for the Owner(s) to perform such work. In the event the City of Bloomington performs any such work in conformance with this Section 6.2, the City may recover its actual costs by assessing the lot Owners in proportionate share to each Owner's percentage of Ownership of Whitehall Park, and by placing a lien upon any lot where payment is not made in a timely manner.

Section 6.3 Maintenance of Lots and Improvements by each Owner. The Owner of a Lot shall at all times maintain the Lot and the exterior of any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, and, specifically, such Owner shall:

- (i) Mow and water the grass on the Lot and on any portion of the public right of way adjacent to the Lot (i.e., that portion of the public right of way between the curb and the Lot line) and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the growth of weeds or other unsightly vegetation.
- (ii) Remove all debris or rubbish from the Lot.
- (iii) Cut down and remove dead or diseased trees from the Lot.

DULY ENTERED
FOR TAXATION

SEP 25 2009

M
Auditor Monroe County, Indiana

**SECOND REPLAT OF LOT 8 AS SHOWN
ON THE REPLAT OF WHITEHALL PARK
LOTS 5, 6, & 8
FINAL PLAT**

OWNERS CERTIFICATE

The undersigned, Register & Blackwell, Inc., being the owner of the above described real estate, do hereby layoff and plat the same into one lot in accordance with the plat and certificate.

This plat shall be known and designated as Second Replat of Lot 8 as shown on the Replat of Whitehall Park Lots 5, 6, & 8.

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title, to remonstrate against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

In Witness Whereof, Register & Blackwell, Inc. by Jim Register and Kenneth Blackwell, have executed this instrument and caused their names to be subscribed thereto, this 23rd day of September, 2009.

Jim Register
Jim Register
Kenneth Blackwell
Kenneth Blackwell

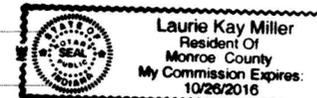
State of Indiana)
County of Monroe) ss:

Before me, a Notary Public for said County and State, Jim Register and Kenneth Blackwell, personally appeared and acknowledged the execution of this instrument this 23rd day of September, 2009.

Laurie Kay Miller
Notary Signature

My commission expires: 10/26/16

County of Residence: Monroe



**CERTIFICATE OF APPROVAL OF
PLAN COMMISSION AND BOARD OF PUBLIC WORKS**

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND 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: 9-13-09

James McNamara
James McNamara
Charlotte Zietlow
Charlotte Zietlow

Frank N. Hrisomalos
Frank N. Hrisomalos, M.D.

APPROVED BY THE CITY PLAT COMMITTEE AT A MEETING HELD: 8/31/09

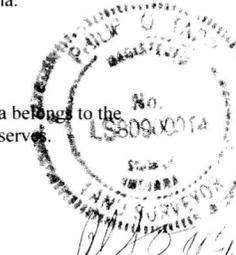
Tom Micuda
Tom Micuda, AICP, Director
Bill Stuebe
Bill Stuebe, President

LEGAL DESCRIPTION:

Lot 8 as shown on the Replat of Whitehall Park lots 5, 6 & 8 as recorded in Plat Cabinet "C", Envelope 278 office of the Recorder of Monroe County, Indiana.

NOTE:

1. Ownership and maintenance responsibility of the common area belongs to the Whitehall Park Association and the individual lot owners it serves.



EASEMENT DEFINITIONS:

DRAINAGE EASEMENT:

- (A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
- (B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
- (C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
- (D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
- (E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

UTILITY EASEMENT:

- (A) Shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.
- (B) Prohibits the placement of any unauthorized obstruction within the easement area.

TREE PRESERVATION EASEMENT:

- (A) Prohibits the removal of any tree over six (6) inches dbh within the easement area.
- (B) Allows the removal of dead and diseased trees that pose a safety risk or impede drainage, only after first obtaining written approval from the Planning Department.
- (C) All Tree Preservation Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Phillip O. Tapp & Company, Inc.

5040 Lizzy Lane
Bloomington, IN 47403
Phone: 812-327-8522 - Fax: 812-825-5703

AUGUST 11, 2009

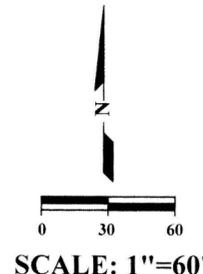
**JOB NO. 6002
SHEET 1 OF 1**



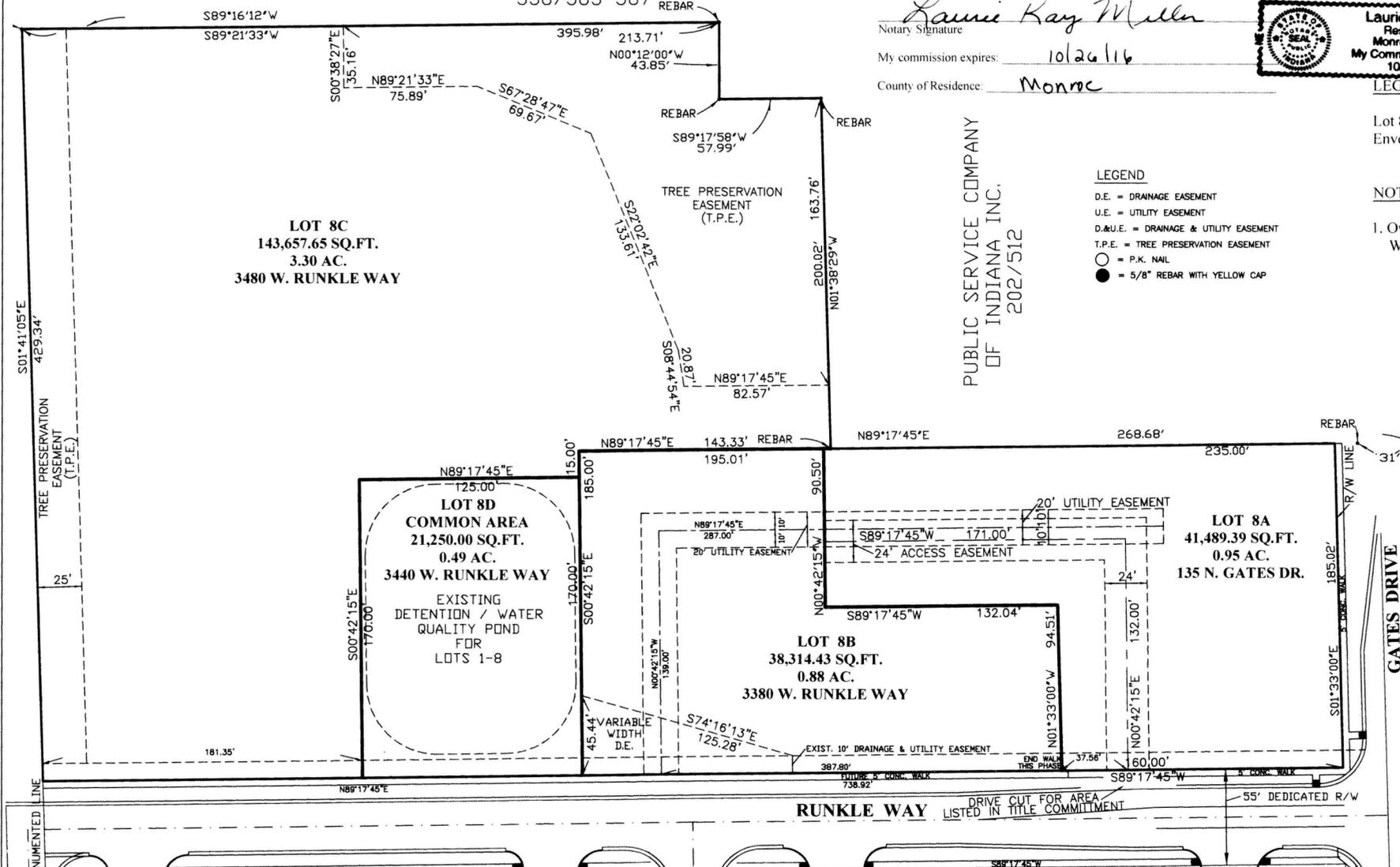
LOCATION MAP

USGS QUAD MAP
SCALE: 1"=2000'

WESTINGHOUSE ELECTRIC
356/385-387



SCALE: 1"=60'



LEGEND

- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- D.&U.E. = DRAINAGE & UTILITY EASEMENT
- T.P.E. = TREE PRESERVATION EASEMENT
- = P.K. NAIL
- = 5/8" REBAR WITH YELLOW CAP

PUBLIC SERVICE COMPANY
OF INDIANA INC.
202/512