



# City of Bloomington Common Council

## Legislative Packet

Containing legislation and materials related to:

Wednesday, 18 May 2022

Regular Session at 6:30pm



# CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA AND NOTICE:  
REGULAR SESSION  
WEDNESDAY | 6:30 PM  
18 MAY 2022

*Council Chambers (#115), Showers Building, 401 N. Morton Street  
The meeting may also be accessed at the following link:*

<https://bloomington.zoom.us/j/88281447026?pwd=UndHeFlncVpqOHZnOEIpc3J2VEtNQTO9>

**I. ROLL CALL**

**II. AGENDA SUMMATION**

**III. APPROVAL OF MINUTES**

*None*

**IV. REPORTS (A maximum of twenty minutes is set aside for each part of this section.)**

**A. Councilmembers**

**B. The Mayor and City Offices**

*a. Report on Bloomington Habitat Connectivity Plan*

**C. Council Committees**

**D. Public\***

**V. APPOINTMENTS TO BOARDS AND COMMISSIONS**

**VI. LEGISLATION FOR FIRST READINGS**

**A. Ordinance 22-15** – To Vacate a Public Parcel - Re: A 12-Foot Wide Alley Segment Running East/West between the B-Line Trail and the First Alley to the West, North of 7th Street and South of 8th Street (Peerless Development, Petitioner)

**B. Ordinance 22-16** – To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" - Re: Amending BMC 2.12.130 (Citizens' Redistricting Advisory Commission)

*Note: This ordinance is being introduced this evening with the possibility that it will be considered by the Council later this same evening.*

**VII. LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**

**A. Resolution 22-11** – To Approve and Authorize the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88

Committee recommendation:

N/A

\* Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

Auxiliary aids are available upon request with adequate notice. Please call (812) 349-3409 or email [council@bloomington.in.gov](mailto:council@bloomington.in.gov).

- B. Ordinance 22-09 – To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Technical Corrections Set Forth in BMC 20.03

Committee recommendation: Do Pass 7-0-0

- C. Ordinance 22-10 – To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Technical Corrections Set Forth in BMC 20.04

Committee recommendation: Do Pass 5-0-2  
Amendment 01: Do Pass 5-0-2

- D. Ordinance 22-11 – To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Technical Corrections Set Forth in BMC 20.05, 20.06, & 20.07

Committee recommendation: Do Pass 5-0-2

- E. Ordinance 22-08 – To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Technical Corrections Set Forth in BMC 20

Committee recommendation: Do Pass 6-0-1

- F. Ordinance 22-16 – To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" - Re: Amending BMC 2.12.130 (Citizens' Redistricting Advisory Commission)

*Note: Unanimous consent is necessary for the Council to consider adoption of an ordinance at the same meeting at which it is introduced and at least a 2/3's vote of those present is required for its passage (I.C. 36-4-6-13; BMC 2.04.300).*

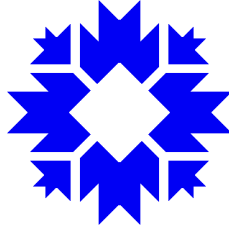
VIII. **ADDITIONAL PUBLIC COMMENT\*** (A maximum of twenty-five minutes is set aside for this section.)

IX. **COUNCIL SCHEDULE**

X. **ADJOURNMENT**

\* Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

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**City of Bloomington  
Office of the Common Council**

# **NOTICE**

**Wednesday, 18 May 2022**

**Regular Session**

**Starting at 6:30 pm**

This meeting will be held in the Council Chambers (Suite #115, City Hall, 401 N. Morton St) and may also be accessed electronically via Zoom (see information below).

*Join Zoom Meeting*

<https://bloomington.zoom.us/j/88281447026?pwd=UndHeFlncVpqOHZnOEIpc3J2VEtNQ09>

*Meeting ID: 882 8144 7026*

*Passcode: 396852*

*One tap mobile*

*+13126266799,,88281447026# US (Chicago)*

*+19292056099,,88281447026# US (New York)*

*Dial by your location*

*+1 312 626 6799 US (Chicago)*

*+1 929 205 6099 US (New York)*

*+1 301 715 8592 US (Washington DC)*

*+1 346 248 7799 US (Houston)*

*+1 669 900 6833 US (San Jose)*

*+1 253 215 8782 US (Tacoma)*

*Meeting ID: 882 8144 7026*

*Find your local number: <https://bloomington.zoom.us/j/88281447026?pwd=UndHeFlncVpqOHZnOEIpc3J2VEtNQ09>*

As a quorum of the Council or its committees may be present, this gathering constitutes a meeting under the Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.

# Bloomington Habitat Connectivity Plan



*Improving the Future of Our City...*



# The Bloomington Environmental Commission

The mission of the Bloomington Environmental Commission is to advise the City of Bloomington on how its actions and policies may preserve and enhance the quality of Bloomington's environment, including the life-supporting processes that natural ecological systems provide to humans and other organisms.

**WE ARE A VOLUNTARY COMMISSION**



# The Five Recommendations to the City

1

Conserve habitat before, during, and after development

2

Prioritize the habitat potential and permanent connectivity of an area when making land use decision

3

Connect isolated areas of habitat by producing greenspace corridors

4

Enhance habitat quality in stable areas

5

Inform Bloomington residents of the ecological benefits of habitat connectivity and encourage citizen involvement in habitat restoration

# Why Should You Care?

1

Wildlife is in Steep Decline Across the Planet



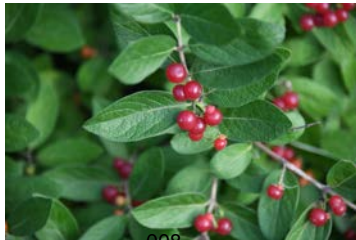
2

Creates Climate Resilient Infrastructure



3

Invasive Species are Wreaking Havoc



4

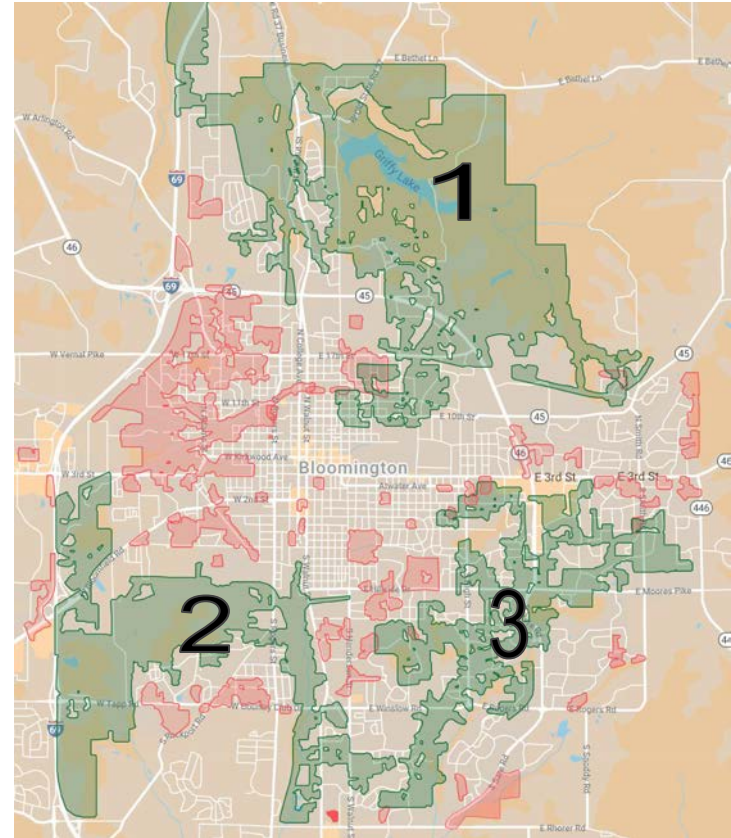
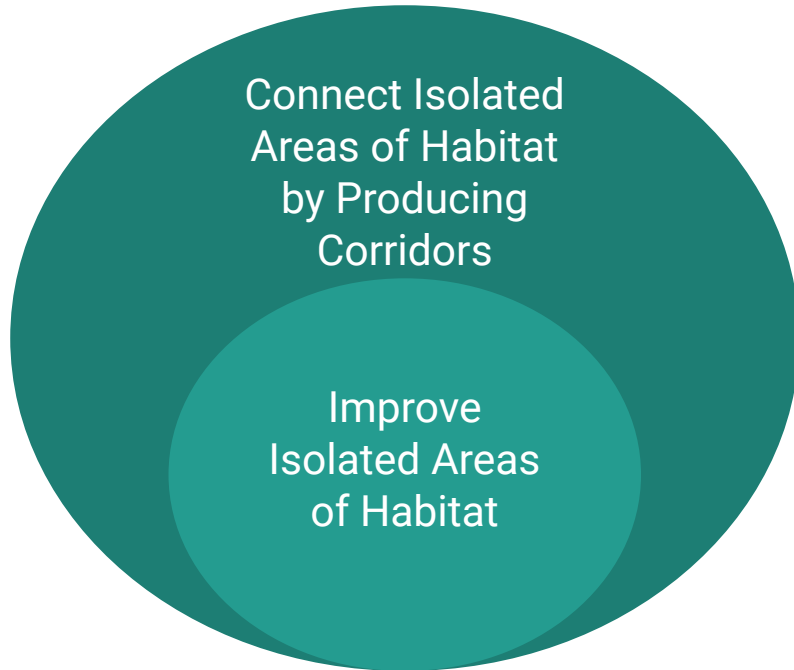
Human Well Being can be Dramatically Improved





# Linking Areas of Greenspace

- We are targeting you!



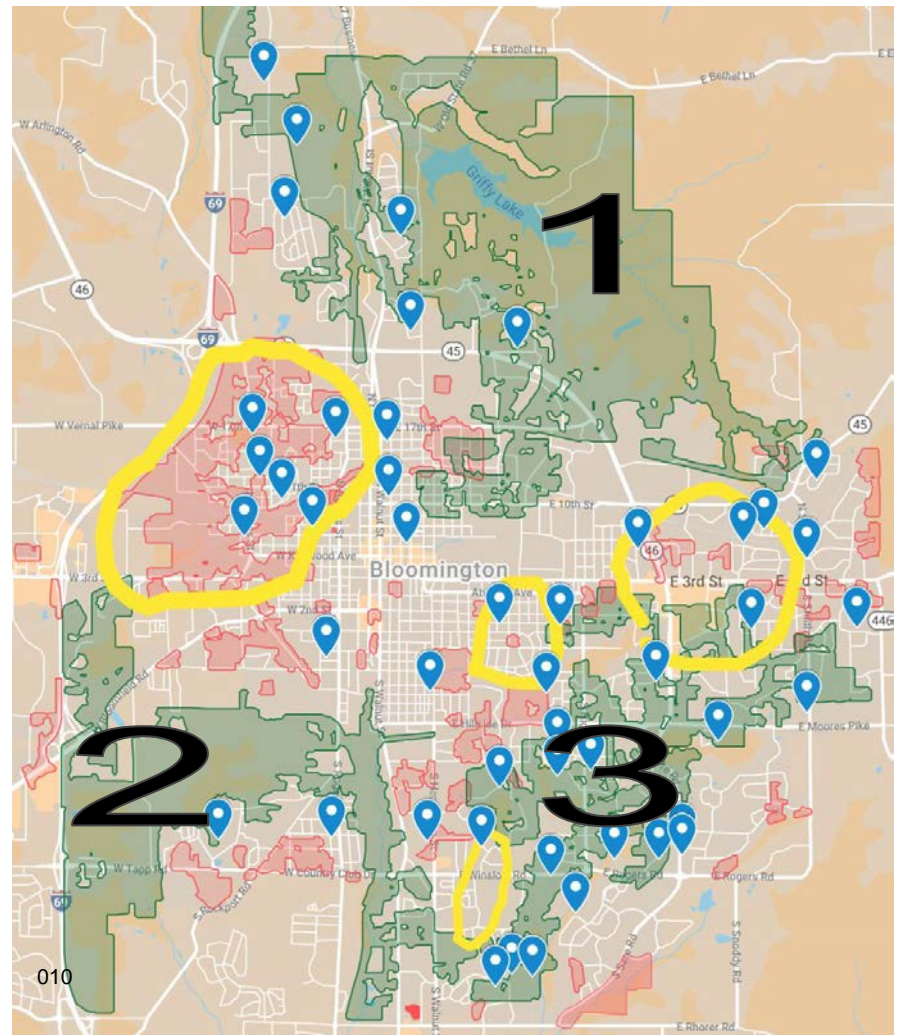
# The Map and the Pledge

## *The Habitat Connectivity Pledge*

A program developed by the Bloomington Environmental Commission

### Introduction

The world we know is slowly erasing ecosystems that have been in place for thousands of years. To keep these ecosystems intact and their services thriving we are going to need to change certain human behaviors; namely, how we landscape our cities. Our hope is to create a corridor through Bloomington that will include privately owned land that will help safeguard wildlife movement and reproduction. We are not asking you to give up your land, but simply that you pledge that you will take care of some of it in a sustainable way. You can choose the size and aesthetic; whatever yard space and native plants you want to use as greenspace would be beneficial. Joined together with neighboring greenspaces, we can create connected habitat corridors. We live in an age where creatures around us will need to find ways to get from one safe haven to another. It is our job to make that easier for them.





## Next Steps

- Community engagement
- Create new funding channels
- Update existing information
- Create binding goals
- Collaborate with other community organizations





QUESTIONS?

# *The Habitat Connectivity Pledge*

A program developed by the Bloomington Environmental Commission

## **Introduction**

In November 2017, the Bloomington Environmental Commission (EC) released the *Bloomington Habitat Connectivity Plan* (BHCP) (<https://bloomington.in.gov/boards/environment>). The BHCP resulted in 5 recommendations to enable the city to restore and improve the natural environment of our local bioregion.

1. Conserve habitat before, during, and after development.
2. Prioritize the habitat potential and permanent habitat connectivity of an area when making land-use decisions.
3. Connect isolated areas of habitat by producing greenspace corridors.
4. Enhance habitat quality in stable areas by planting native species and removing invasives.
5. Inform Bloomington residents of the ecological benefits of habitat connectivity and encourage citizen involvement in habitat restoration.

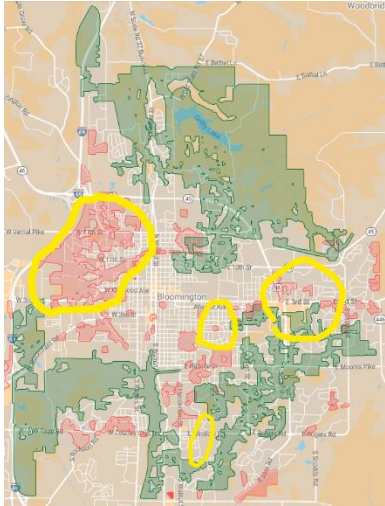
This pledge and the associated map are one step toward achieving the five recommendations.

The world we know is losing ecosystems that have been in place for thousands of years. Some scientists believe we are within the 6<sup>th</sup> mass extinction on Earth right now. To keep our ecosystems viable and their services thriving, we need to change certain human behaviors. One is how we landscape our cities. There is no longer a “countryside” for functional plants, and a “city” with exotic ornamental plants, which are separate places.

The EC hopes to establish connected corridors through Bloomington, which will include privately owned land, that will help safeguard wildlife movement and reproduction. We ask that you pledge to take care of some of your yard to add to Bloomington’s total environmental health and ecosystem services.

You can choose the size and aesthetic; whatever yard space and native plants you want to use as greenspace would be beneficial. Joined together with neighboring greenspaces, we can create connected habitat corridors. Creatures around us need to find ways to get from one safe haven to another. We must make that easier for them.

## The Map



Looking at the map on the left, the dark green areas represent the greenspace upon which this plan was based. This pseudo-circle of greenspace is considered relatively safe from development due to creeks, parks, and more. The yellow areas represent the gaps in the pseudo circle. By filling these gaps, we can connect the green-colored current greenspace and create a corridor.

Think of a bicycle wheel superimposed on Bloomington with spokes connecting different parts of the wheel. These are the travel ways for plants and animals. This map will eventually show how citizens are crafting the “bike wheel

habitat.”

The EC hopes that residents will voluntarily fill in the yellow circles, bridging our currently fragmented corridor. Residents can embrace our desire to connect native habitats to enable genetic diversity, increase pollinator populations, provide resilience to significant weather events, and mitigate climate change, all by planting their own little part of Bloomington’s native habitat.

## Digging a Little Deeper

Imagine the whole ecoregion of South-Central Indiana 10,000 years ago after the last glaciers melted and receded. That ecosystem was a dynamic complex of plants, animals, microorganisms, and the non-living environment interacting as a functional unit. These plant, animal, and microorganism species occurred and evolved in concert with each other. They adapted to the local climate and soil conditions; developed defenses to diseases and pests; and became part of the food web that supports birds, insects, plants, and microorganisms with which they co-evolved.

As the glaciers receded, humans began to inhabit this ecoregion too. Like other animals, we had a survival plan, but it was not in the best interest of the plants and animals that cohabitated with us. Time passed as humans used up more and more of the natural resources and disrupted natural habitats.

Now we know we must consider an urban landscape as a combination of plants that enhances and mimics our natural ecosystem; provides an aesthetic sense of place; and

benefits ecosystem services such as erosion control, heat island effect, and water infiltration. Many urban wildlife species require connected habitat patches for different portions of their life cycle. A good landscape is diverse in species variety and also contains a vertical architecture. This vertical architecture is what you would see in a mature forest; 1) a canopy or overstory layer containing trees that create an arboreal canopy or ceiling providing shade and that reach a height at maturity of over 45 feet; 2) an understory layer containing mid-level trees that reach a small to medium height at maturity of between 25 to 45 feet; 3) a shrub layer occupying the space three to twelve feet in height at maturity of multi-stemmed shrubs; 4) an herbaceous layer containing ephemeral, evergreen, or flowering plants; and 5) a ground layer covering the soil surface and includes decaying leaves and twigs, moss, wood and leaf mulch, and low-growing plants that may reach only about 12 inches tall at maturity.

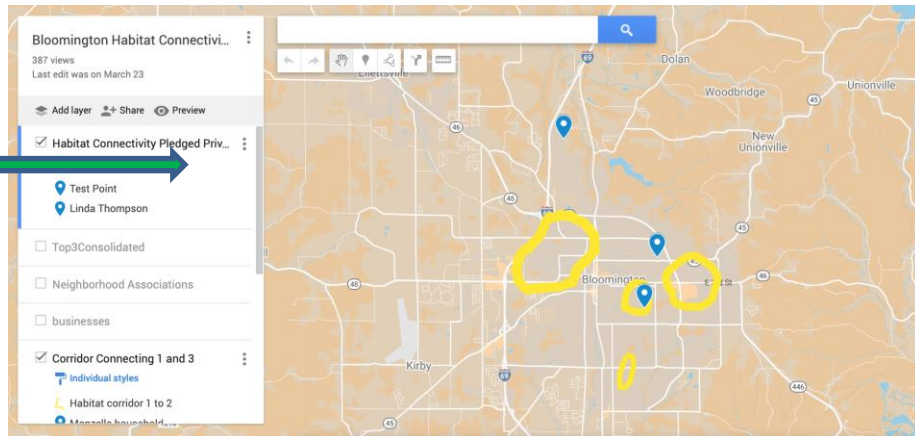
Very few people can mimic a mature upland forest ecosystem in their urban landscape, hence this connectivity project. Think of the whole city as the ecosystem, and if you have one large canopy tree, this can be your contribution. If you plant native shrubs or herbaceous plants for pollinators, that is your contribution. No one can do it alone, but combining the features in our yards or patios with the neighboring ones, renews a native upland forest habitat called Bloomington.

## **Take the Pledge**

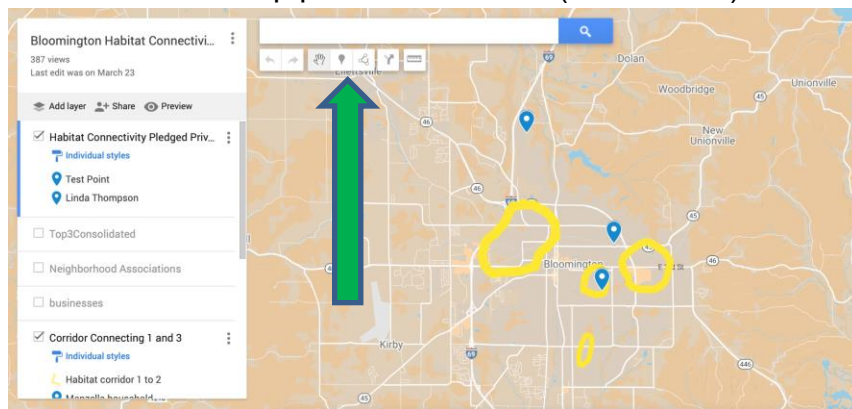
To take the pledge, all you need to do is sign your name below with your contact information, and include the size of your part of Bloomington's Habitat Connectivity. The instructions for putting a pin on the map with your greenspace are below.

## **Map Labeling Instructions**

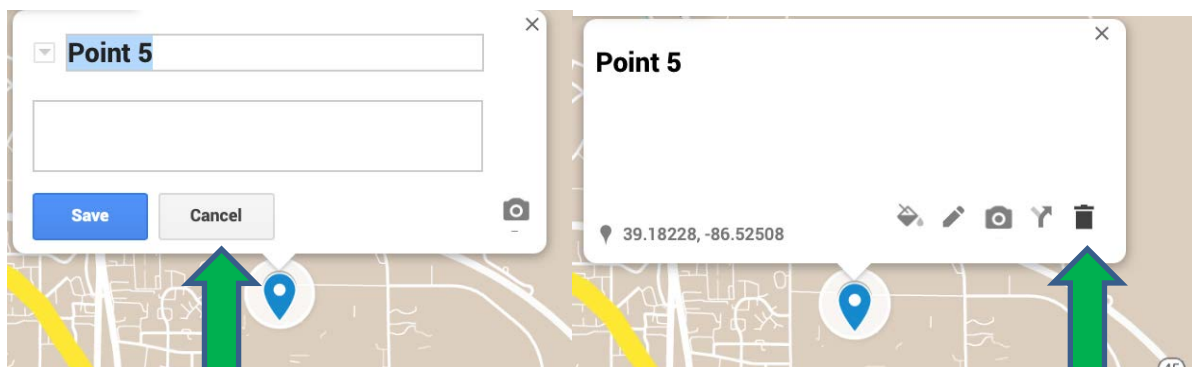
- 1) Sign in to your google account
- 2) Go to this link  
<https://www.google.com/maps/d/edit?mid=1EZvmdwGdlqvE3SBuMLAYgaIYSQ60yp43&usp=sharing>
- 3) Click on the white space in the content pane within the Habitat Connectivity Pledged Private Land box (layer). Make sure you do not click the points within that box. (Look Below for Direction)



4) Next, Click add Marker on the top part of the screen (seen below).

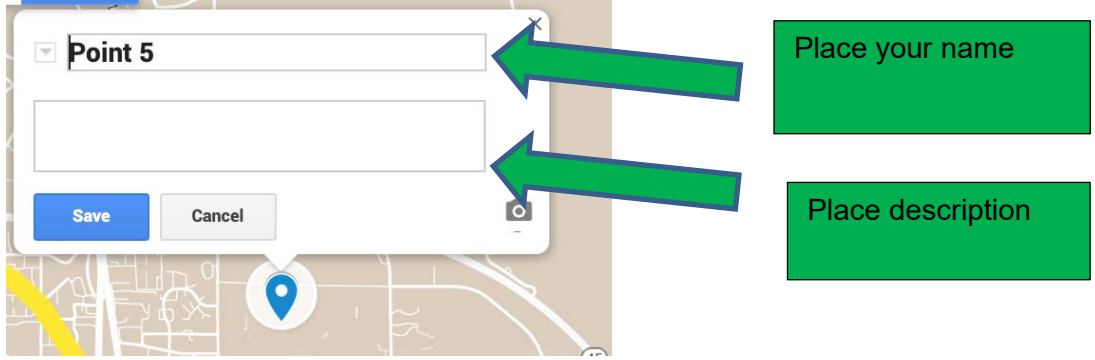


- 5) Put your cursor over where you want to place the marker. You can then zoom in to your property by using the scroll wheel on the mouse. Do not click on the screen or a marker will be made. Once you have zoomed in enough, click where you want to place the marker.
- 6) If you accidentally place a marker, please click cancel. And then click the trash button. This can be seen below.



5) Label the marker with your name and in the description express how much land you are pledging and what you hope will be planted there. If something is already planted there, describe what it is.





- 7) Finally, click the save button next to the cancel button.
- 8) You are finished!

Thank you for contributing to the Bloomington Habitat Connectivity Plan!

***If you have any further questions please feel free to contact Linda Thompson at [thompsol@bloomington.in.gov](mailto:thompsol@bloomington.in.gov)***

<b>Name</b>
<b>Phone or email</b>
<b>Amount and description pledged</b>
<b>Pinned location (yes or no)</b>
<b>Description of plants</b>



## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 22-15 – To Vacate a Public Parcel - Re: A 12-Foot Wide Alley Segment Running East/West between the B-Line Trail and the First Alley to the West, North of 7th Street and South of 8th Street (Peerless Development, Petitioner)**

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#### **Synopsis**

The petitioner, Peerless Development, requests vacation of a segment of an alley running east/west between the B-Line Trail and an alley to the west and situated north of 7th Street and south of 8th Street in order to continue using the right-of-way as part of the Johnson's Creamery site and to allow for a proposed development at 335 W. 8th Street.

#### **Relevant Materials**

- Ordinance 22-15
- Staff Report from Planning and Transportation
- Petition for Vacation of Public Right-of-Way
  - Pre-Petition Review Request Letter from Peerless Development
  - Legal Description
  - ALTA/NSPS Land Title Survey
  - 1940 Company Site Plan
  - 1993 Demolition Plan
  - Aerial photos of site circa 1993
- Conceptual Rendering and Site Plan for potential development
- Aerial Map with Alley Segment Highlighted
- Current photos of site and alley

#### **Summary**

Ordinance 22-15 proposes to vacate a 12-foot wide alley segment that bifurcates 400 W. 7<sup>th</sup> Street. The Petitioner, Peerless Development, owns the property surrounding this public right-of-way and is requesting the vacation to allow the site to be developed. Petitioner argues that the right-of-way has been informally vacated going back at least 80 years, as it had been occupied by Johnson Creamery buildings for decades and has been utilized as part of the Johnson Creamery Company property. The Plan Commission considered a major site plan approval for this property at its October 18, 2021 meeting (meeting packet available [here](#)).

Vacations of rights-of-way are governed by procedures contained in state law (IC § 36-7-3-12 and following statutes). In addition to state law requirements, Bloomington has adopted local procedures and criteria for public right-of-way vacations. In Bloomington, the process typically begins with a pre-petition review of an application submitted to the Planning and Transportation Department. Pre-petition materials submitted by the petitioner are



reviewed, and all utility services, safety services, and the Board of Public Works are notified of the proposed action. Upon completion of the pre-petition review, staff and (typically) the Board of Public Works each make a recommendation on the request. Note that the Board of Public Works has not considered this petition. The Petitioner then submits the request to the Council Office, and, upon receipt of the petition, a date is set for the required public hearing, where remonstrances and objections must be heard. The public hearing for [Ordinance 22-15](#) is scheduled for June 1, 2022 at 6:30 p.m. The City Clerk must assure that owners of property abutting the right(s)-of-way (if any) are notified by certified mail of the proposed action. The Clerk must also advertise the hearing wherein the public may offer the Council its comments and objections

In response to a question about the fiscal impact of this ordinance, Planning and Transportation Director Scott Robinson wrote that the act of vacating the ROW would not have a cost or impact to the city.

Senior Zoning Compliance Planner Elizabeth Carter also shared that relevant utilities were notified of the vacation request. The two responses she received are included below:

City of Bloomington Utilities: No concerns  
Comcast: No issues with the ROW vacation

If additional utilities respond, those responses will be provided to the Council and made public.

Objections or grounds for remonstrations are generally limited by statute to questions of access, use of public ways, and the orderly development of the neighborhood or unit as a whole. (See IC § 36-7-3-13). Aside from a failure of notice or an instance of impropriety, there is little recourse for those who object to the denial of vacation of right-of-way. Under IC § 36-7-3-15, after the termination of a vacation proceeding, a subsequent vacation proceeding affecting the same property and asking for the same relief may not be initiated for two (2) years.

The Council's action to vacate a right-of-way must be done in the public interest, and the Council may consider whether there is a public benefit to granting the vacation. In [Resolution 87-02](#), the Council adopted the following criteria to guide its review of a request for right-of-way vacation:

1. Current Status – Access to Property: the current utilization of the right-of-way in question – as a means of providing vehicular or pedestrian access to private property, churches, schools, or other public places, for public utility or drainage purposes, or for other public purpose.



2. Necessity for Growth of the City:

- a. Future Status – the future potential for public utilization, possible future need for the right-of-way due to future changes in land use;
- b. Proposed Private Ownership Utilization – the proposed utilization of parcel in question if it reverts to private ownership, potential for increased benefit to the City under private ownership (does the proposed use contribute to the orderly growth of the City);
- c. Compliance with regulations – the effect of vacation upon compliance with all applicable regulations: subdivision, zoning, access control, off-street parking (does the vacation present a non-compliance problem or hinder future compliance upon anticipated development or change of use?);
- d. Relation to Plans – the relationship of vacation with the Master Plan, Thoroughfare Plan, Neighborhood Plans, or any special studies that might apply.

In the event the Council adopts Ordinance 22-15, the Clerk must then file a copy with the County Recorder and the County Auditor.

**Contact**

Scott Robinson, Director, Planning and Transportation, [robinsos@bloomington.in.gov](mailto:robinsos@bloomington.in.gov), (812) 349-3566

Eric Greulich, Senior Zoning Planner, Planning and Transportation, [greulice@bloomington.in.gov](mailto:greulice@bloomington.in.gov), (812) 349-3526

**ORDINANCE 22-15**

**TO VACATE A PUBLIC PARCEL -**

**Re: A 12-Foot Wide Alley Segment Running East/West between the B-Line Trail and the First Alley to the West, North of 7th Street and South of 8<sup>th</sup> Street (Peerless Development, Petitioner)**

WHEREAS, Ind. Code § 36-7-3-12 authorizes the Common Council to vacate public ways and places upon petition of persons who own or are interested in lots contiguous to those public ways and places; and

WHEREAS, the petitioner, Peerless Development, has filed a petition to vacate a parcel of City property more particularly described below;

WHEREAS, pursuant to I.C. § 36-7-3-16, the City received written communications from utility services regarding their interests in the right-of-way and those communications are on file and available for inspection at the City Planning and Transportation Department and the Clerk and Council Office at 401 North Morton Street, Bloomington, Indiana (47402); and

WHEREAS, pursuant to I.C. § 36-7-3-12(c), the City Clerk has provided notice to the owners of abutting property, if any, and published notice to the general public of the petition and public hearing on this matter, which will be held during the Common Council Regular Session on Wednesday, June 1<sup>st</sup>, 2022 at 6:30 p.m. in the Council Chambers, Room 115, of City Hall, 401 North Morton Street; and

WHEREAS, pursuant to I.C. § 36-7-3-12, upon vacation the City Clerk shall furnish a copy of this ordinance to the County Recorder for recording and to the County Auditor;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Through the authority of I.C. § 36-7-3-12, one portion of City owned property shall be vacated as described below:

Being a part of a 12 foot public alley in the original plat of the Town of Bloomington, as shown in the plat thereof, recorded in Plat Book A, Page 5, in the Office of the Recorder of Monroe County, Indiana, described as follows:

Beginning at the Northwest corner of Inlot 295, thence North 00 degrees 21 minutes 11 second East, (Indiana State Plane, West Zone) 12.00 feet to the Southwest corner of Inlot 294; thence along the South line thereof North 89 degrees 42 minutes 40 seconds East 132.00 feet to the Southeast corner of said Inlot 294 and the West line of Madison Street; thence along said West line South 00 degrees 21 minutes 11 seconds West 12.00 feet to the Northeast corner of said Inlot 295; thence along the North line thereof South 89 degrees 42 minutes 40 seconds West 132.00 feet to the point of beginning, containing 0.036 acres, more or less.

SECTION 2. If any section, sentence of provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
City of Bloomington

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

The petitioner, Peerless Development, requests vacation of a segment of an alley running east/west between the B-Line Trail and the first alley to the west and situated north of 7th Street and south of 8th Street in order to continue using the right-of-way as part of the Johnson's Creamery site and to allow for a proposed development at 335 W. 8<sup>th</sup> Street.



## Memorandum

To: Members of the City of Bloomington Common Council  
From: Scott Robinson, Director of Planning & Transportation  
Re: Peerless Development/Johnson Creamery Right of Way Vacation Request  
Date: May 13, 2022

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The Plan Commission approved Site Plan SP-27-21 at its October 18, 2021 meeting with a vote of 9 (for) to 0 (against). There is a condition of approval that the east-west alley between the Johnson Creamery and the proposed building be vacated. At the time of the hearing, staff was waiting for a final determination on if this alley had been previously vacated or not, thus this condition of approval was included.

Since then, there has been on-going discussions regarding the historic preservation of the Johnson Creamery site and safety issues with the iconic smokestack – unrelated to the approved site plan. Council has adopted a local historic district for the Johnson Creamery building and smokestack. Peerless Development is progressing towards smokestack modifications and safety improvements, but is waiting for AT&T to remove equipment. Now that the safety and historic preservation items have been addressed, this request can be considered.

Typically, this process includes a recommendation from the Board of Public Works. The Board of Public Works did not review or provide a recommendation to this request. It was decided to bring this before Council without this advisory step in the process. Peerless Development has expressed interest to have a decision on their request as soon as possible. They are in conversations with P&T staff about modifying their approved site plan, which would require the Plan Commission to consider these changes (the only change would be with the sustainable development incentives that are being used – changing from solar panels to low impact storm water management improvements). This is tentatively placed on the June 13<sup>th</sup> Plan Commission agenda pending a decision on this right of way request.

Technically, the alley may not have been fully utilized over time because of the railroad - today it is the B-line Trail - and the location of the iconic smokestack within the alley, which likely hindered access from the east. There are no public utilities within the alley. However, like any public land, this alley is a public asset/benefit. Given the proximity to the B-Line Trail, the historic Johnson Creamery Site, and potentially a new multifamily development with 60 units, the value of this alley may not serve public access needs, but its value to the area and context should be considered.

Staff recommends to vacate the alley upon Council's full discretion to consider both the technical benefits of the alley balanced with today's contextual needs of the area that support quality urban design and development.





City of Bloomington
Planning and Transportation Department

PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

02/02/2022 (with Planning staff)
Filing Date 05/10/2022 (with Council Office) Ordinance # 22-15
Filing Fee Paid Yes BPW Resolution # N/A

1st Reading May 18, 2022
Committee May 25, 2022
Final Hearing June 1, 2022

Address of Property 400 W. 7th St. Bloomington, IN 47404

Applicant's Name Peerless Development - Michael Cordaro

Address 105 S. York St. Suite 350 Elmhurst, IL 60126 Phone (630) 712-2400
E-Mail mike@peerlesscap.com

Counsel or Consultant

Address Phone
E-Mail

This application must be accompanied by all required submittals as stated in the information packet for vacation of public right-of-way. Staff reserves the right to schedule hearing dates for petitions subject to complete submittals. Notices to adjacent property owners should not be mailed until hearing dates have been confirmed.

The undersigned agree that the applicant will notify all adjacent property owners by certified mail at the applicant's expense.

I (we) further agree that the applicant will cause a legal notice of this application to be published in a paper having general circulation in Bloomington at the applicant's expense.

I (we) certify that all foregoing information is correct and that I (we) are the owners (legal agents for owners) of property adjacent to the proposed vacation of public right-of-way which is the subject of this application.

Signature: [Handwritten Signature]

## PUBLIC RIGHT-OF-WAY VACATIONS

### PROCEDURE AND CRITERIA FOR COMMON COUNCIL REVIEW

Persons who own or have an interest in any lots or parts of lots contiguous to a public way or place in the City of Bloomington may file a petition for vacation of the public way or place with the Common Council of the City of Bloomington. This information packet contains instructions regarding the procedures and criteria for right-of-way vacation petitions.

The Common Council strongly advises petitioners to utilize the pre-petition review process. Because Indiana Statute requires a public hearing within thirty (30) days of petition to the Council, early submittals prior to review and notice to utilities and other owners may subject the petitioner to unnecessary continuances or denials. These problems can be avoided by the pre-petition review process.

### CRITERIA

The criteria which the Common Council utilizes when reviewing a public right-of-way vacation request are as follows:

#### CURRENT STATUS-ACCESS TO PROPERTY:

The current utilization of the right-of-way in question--as means of providing vehicular or pedestrian access to private property, churches, schools, or other public places, for public utility or drainage purposes, or for other public purpose.

#### NECESSITY FOR GROWTH OF THE CITY:

Future Status: The future potential for public utilization, possible future need for the R.O.W. due to future changes in land use;

Proposed Private Ownership Utilization: The proposed utilization of parcel in question if it reverts to private ownership, potential for increased benefit to the City under private ownership (Does the proposed use contribute to City growth);

Compliance with Regulations: The effect of vacation upon compliance with all applicable regulations: subdivision, zoning, access control, off-street parking (Does the vacation present a non-compliance problem or hinder future compliance upon anticipated development or change-of-use);

Relation to Plans: The relationship of vacation with the Master Plan, Thoroughfare Plan, Neighborhood Plans, or any special studies that might apply.

## PROCEDURE

The procedure for right-of-way vacation petitions involves two basic steps. First, a pre-petition review of the petition by Planning and Transportation Department staff; second, review and action by the Common Council. This procedure is detailed as follows:

### I. Pre-petition Review by Planning and Transportation staff

- A. Petitioner should submit the following information to the Planning and Transportation staff:
  - 1. A letter requesting pre-petition review, explaining and justifying the proposed utilization of the right-of-way and addressing, in detail, the criteria for vacation;
  - 2. An accurate legal description of the proposed vacation;
  - 3. A site plan or sketch map, drawn to scale, showing the right-of-way for which vacation is requested, and the adjoining properties;
  - 4. A list of the names and addresses of owners of all property abutting the proposed vacation.
- B. The Planning and Transportation staff will then commence review of the submitted information and will consult with the various utilities (List is included in this packet) who may use the right-of-way. A recommendation will be made and petitioner will be notified that Planning and Transportation review is completed. Please allow 2-3 weeks for this review. The petition for vacation should be filed, by the petitioner, with the Common Council office following completion of this review by the Planning and Transportation staff.
- C. If easements for utilities within the right-of-way to be vacated are needed, the Planning and Transportation Department will contact the petitioner so that the documents can be prepared prior to petition to the Common Council.

### II. Common Council Review and Action

- A. The petitioner should submit the following to the Common Council Office following completion of review by the Planning and Transportation staff:
  - 1. A completed petition for vacation of right-of-way;
  - 2. The Planning and Transportation staff will forward additional information provided by the petitioner and the Planning and Transportation staff recommendation to the Council Office.
- B. Upon submission of the above petition, the Council Office will set a date for the public hearing. This date will likely be a committee meeting following first reading of the vacation ordinance. Following first reading and committee/public hearing,

ordinance is scheduled for second reading and vote. At that meeting, the Council may vacate the public way or place, in which case the City Clerk shall furnish a copy of the vacation ordinance to the County Recorder and the County Auditor.

III. Appeal

Any person aggrieved by a vacation of public right-of-way may appeal the vacation to the Monroe County Circuit Court within (30) days of adoption of the ordinance.

## ATTACHMENT A

### UTILITIES AND CITY SERVICES TO BE NOTIFIED OF VACATION REQUESTS

Board of Public Works

812-349-3410  
Director  
P.O. Box 100  
Bloomington, IN 47402

Fire & Ambulance

812-332-9763  
Fire Chief  
P.O. Box 100  
Bloomington, IN. 47402

Vectren Gas Co.

812-330-4008  
1-800-666-2853  
Superintendent  
205 S. Madison St.  
P.O. Box 966  
Bloomington, IN. 47402

Duke Energy

812-336-6371  
Manager  
P.O. Box 1028  
Bloomington, IN. 47402

Comcast

812-332-4152  
2051 W. Vernal Pike  
Bloomington, IN. 47401

Utilities Department

812-339-1444 (Ext. #206)  
Utility Engineer  
P.O. Box 100  
Bloomington, IN 47402

Police Department

812-349-4477  
Chief of Police  
P.O. Box 100  
Bloomington, IN 47402

TCl of Indiana, Inc.

812-332-9185  
1600 W. 3<sup>rd</sup> St.  
P.O. Box 729  
Bloomington, IN 47402

AT&T Indiana Bell

812-334-4597  
Engineering Dept.  
4517 E. Indiana Bell Ct.  
Bloomington, IN 47402

ITS

812-349-3454  
Director  
P.O. Box 100  
Bloomington, IN 47402

Peerless Development  
105 South York Street  
Suite 450  
Elmhurst, IL 60126



May 13, 2022

Planning and Transportation Department  
Bloomington, IN

RE: 400 W. 7th St. / 335 W. 8th St. - Alley Vacation: Pre-Petition Review Request – Revis. 1

Dear Planning and Transportation Department,

As part of the Petition for the Vacation of a Public Right-of-Way, we are providing this letter to serve as a Pre-Petition Review Request for the Planning and Transportation Departments use and reference.

The Legal description for the Right-of-Way in question is provided in the attached Exhibit A dated 5/12/22.

This Right-of-Way is currently used as a drive aisle for vehicular access to the rear parking lot of the building located at 400 W. 7<sup>th</sup> St. (The Johnson Creamery Building). This Right-of-Way also currently houses the Johnson Creamery Smokestack structure and associated brick maintenance & equipment building for the Johnson Creamery building and provides access to these structures for repair and maintenance. These structures have been located within this Right-of-Way since approximately 1949. In addition to these structures, there was formerly a pair of one-story brick buildings with served as loading docks and service/maintenance garages for the Johnson Creamery business. These buildings were in place as early as 1940 (See attached Johnson Creamery Company site plan dated September 1940 for reference) and were demolished in approximately 1993 (See attached Demolition Plan drawing dated 10/25/93 and aerial photos for reference). For all intents and purposes, this Right-of-Way has been informally vacated since at least 1940 and utilized as part of the Johnson Creamery Company property.

We are requesting that this Right-of-Way be formally vacated by the City of Bloomington to allow it to continue to be utilized as it has for the past 80+ years as part of the Johnson Creamery Company site. We do not believe that the act of vacating this Right-of-Way will in any way impact current subdivision, zoning, access control, or parking regulations to the best of our knowledge.

Peerless Development  
105 South York Street  
Suite 450  
Elmhurst, IL 60126



Currently, there is only (1) property owners that relate to the Right-of-Way in question, since it bifurcates the single property located at 400 W. 7<sup>th</sup> St. That Owner entity is as follows:

400 W 7<sup>th</sup> LLC  
Michael Cordaro (Sole Mbr)  
C/O Peerless Development  
105 S. York St.  
Suite 350  
Elmhurst, IL 60126

Please do not hesitate to call or email with any questions you might have regarding this topic.

Thank you  
Joseph Patrick

Director of Development  
Peerless Development

*Attachment: Exhibit A, 5/12/22*

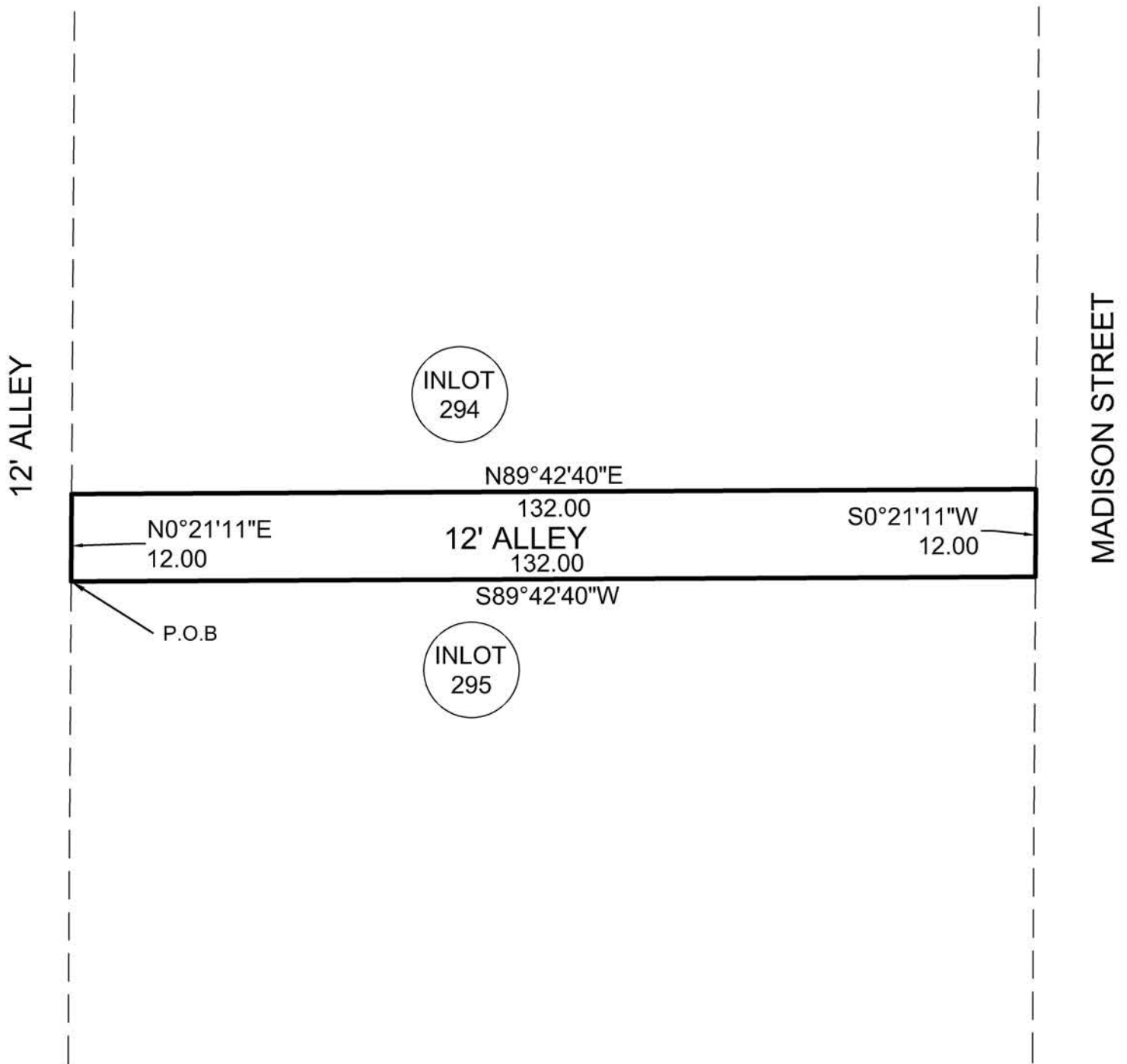
# EXHIBIT 'A'

## 12' ALLEY

### LEGAL DESCRIPTION

BEING A PART OF A 12 FOOT PUBLIC ALLEY IN THE ORIGINAL PLAT OF THE TOWN OF BLOOMINGTON, AS SHOWN IN THE PLAT THEREOF, RECORDED IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF INLOT 295, THENCE NORTH 00 DEGREES 21 MINUTES 11 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) 12.00 FEET TO THE SOUTHWEST CORNER OF INLOT 294; THENCE ALONG THE SOUTH LINE THEREOF NORTH 89 DEGREES 42 MINUTES 40 SECONDS EAST 132.00 FEET TO THE SOUTHEAST CORNER OF SAID INLOT 294 AND THE WEST LINE OF MADISON STREET; THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS WEST 12.00 TO THE NORTHEAST CORNER OF SAID INLOT 295; THENCE ALONG THE NORTH LINE THEREOF SOUTH 89 DEGREES 42 MINUTES 40 SECONDS WEST 132.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.036 ACRES, MORE OR LESS.



### NOTE:

THIS EXHIBIT WAS PREPARED BASED UPON DOCUMENTS OBTAINED FROM THE OFFICE OF THE RECORDER OF MONROE COUNTY, AND OTHER SOURCES AND IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



SCALE: 1"=20'

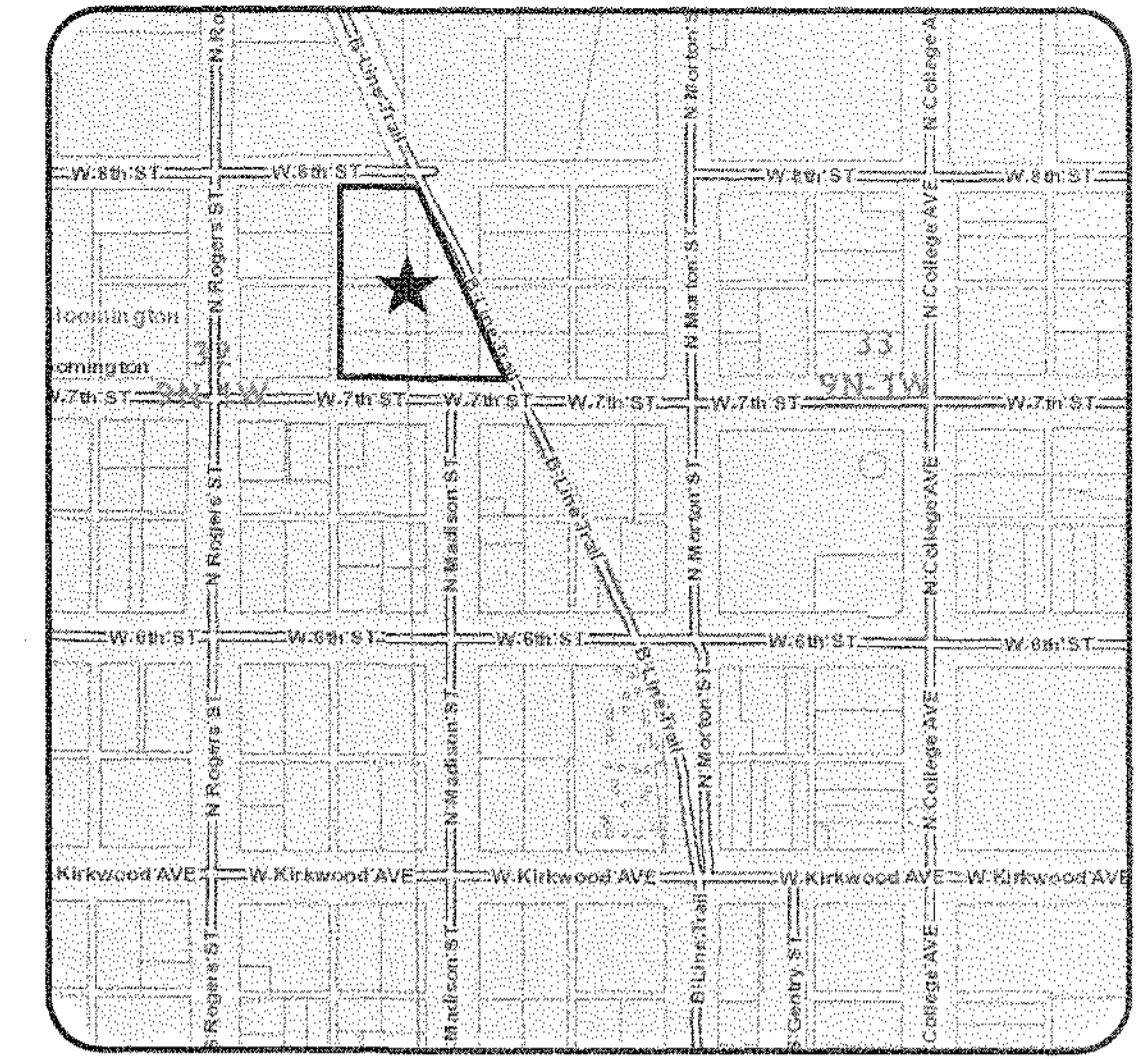
032



CIVIL ENGINEERING - LAND SURVEYING  
2755 E Canada Dr Suite 101 Bloomington, IN 47401  
(812) 336-6536 - smithdgroup.com  
JOB:6028 DATE:05/12/2022 PAGE: 1/1

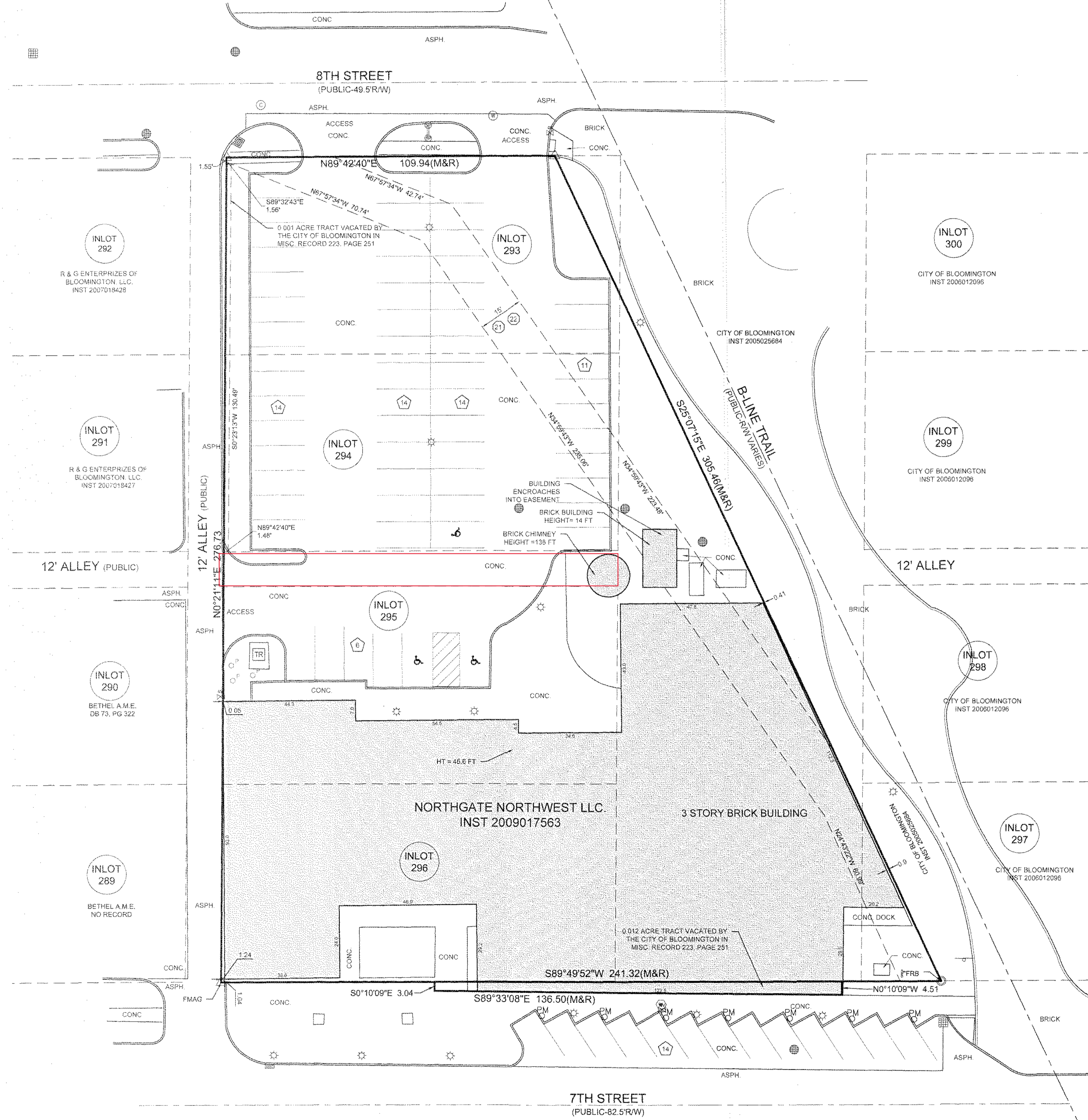
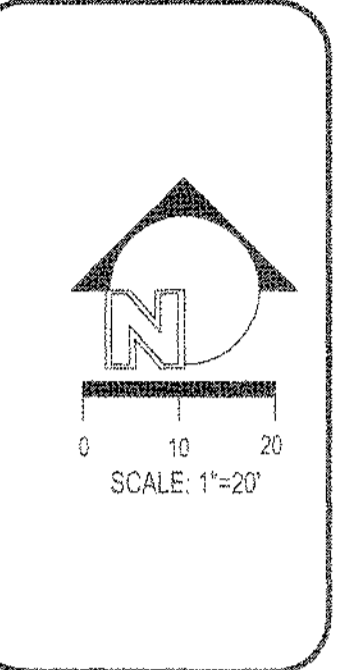


202003552 SURVEY2 S30.00  
 03/11/2020 08:47:23A 2 PGS  
 Eric Schmitz  
 Monroe County Recorder IN  
 Recorded as Presented



VICINITY MAP

Smith Brehob & Associates, Inc.  
 433 S. Clinton Boulevard  
 Bloomington, Indiana 47401  
 Telephone: (812) 336-6336  
 Fax: (812) 336-0513  
 Web: http://smithbrehob.com



LEGEND									
⊙	RR SPIKE	⊙	YARD INLET	—	OVERHEAD WARES	—	—	—	—
⊗	STONE	⊙	WATER VALVE	—	SANITARY SEWER	—	—	—	—
⊕	REBAR	⊙	WATER MANHOLE	—	UNDERGROUND GAS LINE	—	—	—	—
○	IRON PIPE	⊙	WATER METER	—	UNDERGROUND ELECTRIC LINE	—	—	—	—
△	MAG NAIL	⊙	FIRE HYDRANT	—	UNDERGROUND COMMUNICATION LINE	—	—	—	—
∗	UTILITY POLE	⊙	AIR CONDITIONER	—	WATER LINE	—	—	—	—
⊙	LIGHT POLE	⊙	GAS METER	—	STORM SEWER	—	—	—	—
⊙	GLY WIRE	⊙	GAS VALVE	—	FENCE	—	—	—	—
⊙	ELECTRIC METER	⊙	COMMUNICATION MANHOLE	—	—	—	—	—	—
⊙	ELECTRIC MANHOLE	⊙	COMMUNICATION VAULT	—	—	—	—	—	—
⊙	ELECTRIC VAULT	⊙	FIBER OPTIC MANHOLE	—	—	—	—	—	—
⊙	ELECTRIC HANDHOLE	⊙	FIBER OPTIC VAULT	—	—	—	—	—	—
⊙	ELECTRIC TRANSFORMER	⊙	CONCRETE BOLLARD	—	—	—	—	—	—
⊙	SANITARY MANHOLE	⊙	SIGN	M	MEASURED	—	—	—	—
⊙	CLEAN OUT	⊙	PARKING METER	P	PLATTED	—	—	—	—
⊙	STORM MANHOLE	⊙	HANDICAPPED PARKING	R	RECORD	—	—	—	—
⊙	CURB INLET	⊙	PARKING COUNT	FRB	FOUND REBAR	—	—	—	—
⊙	INLET ROUND	⊙	SCHEDULE 'W' ITEM	FRP	FOUND IRON PIPE	—	—	—	—
⊙	INLET SQUARE	⊙	TELEPHONE RISER	FRS	FOUND HALF/ROUND SPIKE	—	—	—	—
				FRM	FOUND IRON PIPE	—	—	—	—
				FRMAG	FOUND IRON MAG NAIL	—	—	—	—
				FRSAG	FOUND IRON HALF/ROUND SPIKE	—	—	—	—
				BC	BUILDING CORNER	—	—	—	—
				FD	FOUND	—	—	—	—
				FD	FOUND	—	—	—	—
				P.D.O.	POSSIBLE DEED OVERLAP	—	—	—	—
				B.G.	BELOW GRADE	—	—	—	—
				A.G.	ABOVE GRADE	—	—	—	—

JOB TITLE  
**ALTA/NSPS LAND TITLE SURVEY  
 400 W 7TH STREET  
 BLOOMINGTON, INDIANA  
 SEC 32-T9N-R1W**

BY	DATE	REVISIONS

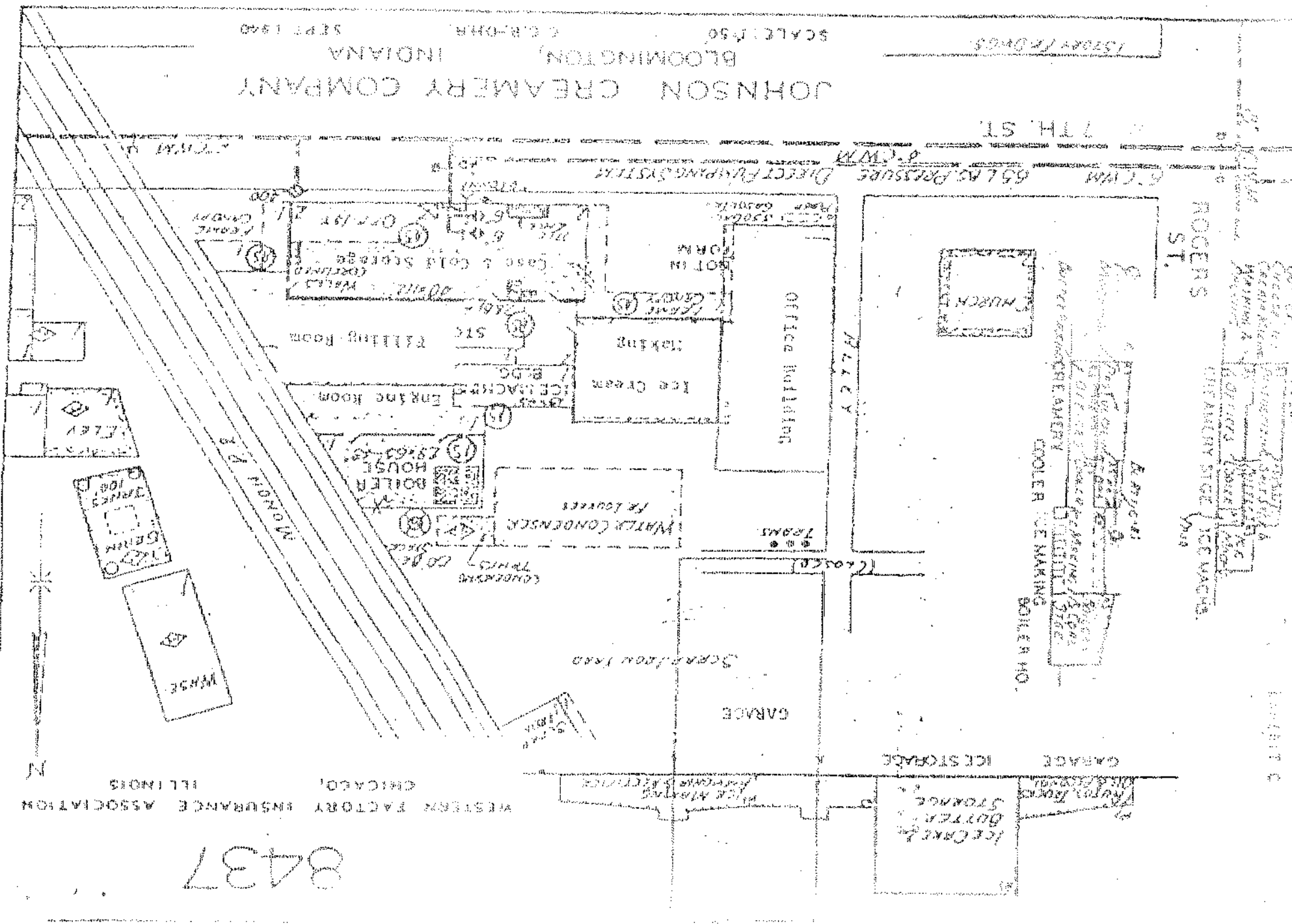
FIELD TS	DESIGNED SPP	CHECKED TMB
JOB NUMBER <b>5972</b>		
SHEET <b>1 OF 2</b>		
DATE <b>11/12/19</b>		
ALTA/NSPS LAND TITLE SURVEY		

JOHNSON CREAMERY COMPANY  
 BLOOMINGTON, INDIANA  
 SCALE 1" = 50'  
 E. C. BROWN  
 SEPT 1940

157084 (P. DWG.)

77TH ST.

ROGERS ST.



WESTERN FACTORY INSURANCE ASSOCIATION  
 CHICAGO, ILLINOIS

8437



SCALE : 1" = 20'

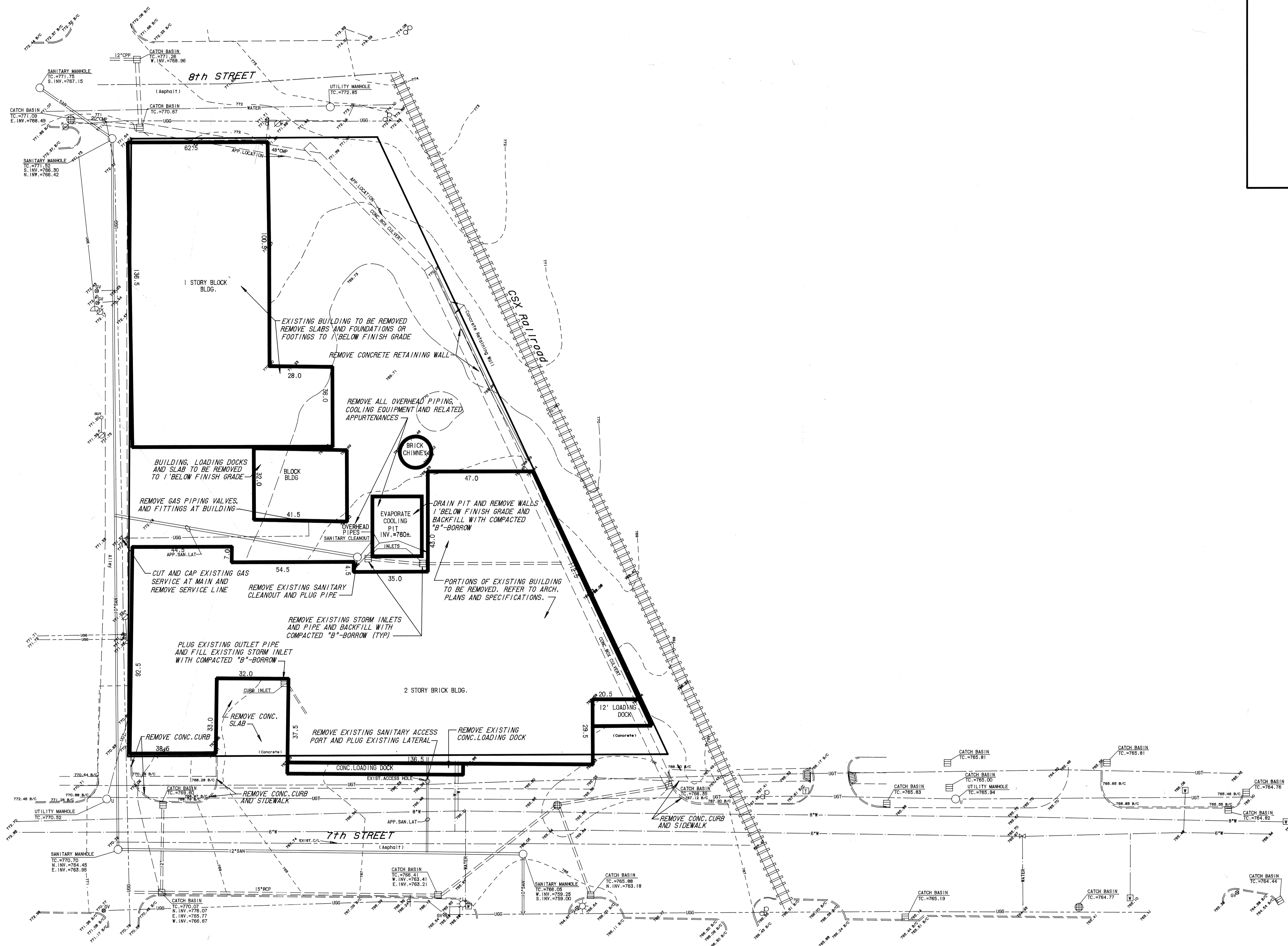
**BENCHMARK**  
TBM= TOP OF CASTING OF SANITARY MANHOLE  
IN C/L OF 7th STREET AT INTERSECTION  
OF 7th STREET AND ALLEY. ELEV.=770.70

**LEGEND**

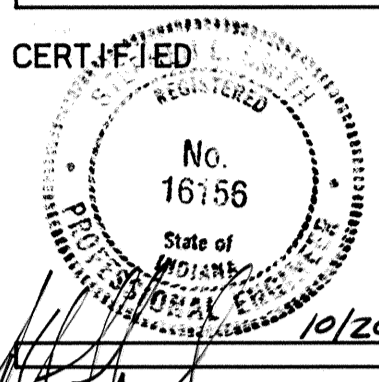
- Contour Line
- Concrete Curb
- ⊙ Light Pole
- ⊙ Ornamental Light
- ⊙ Catch Basin
- ⊙ Fire Hydrant
- ⊙ Water Meter
- ⊙ Water Valve
- ⊙ Parking Meter
- Large Info Sign
- Street Sign
- ⊙ Gas Meter
- ⊙ Gas Valve
- ⊙ Railroad Crossing Sign
- ⊙ Power Pole
- ⊙ Guy Anchor
- ⊙ Telephone Riser

**GENERAL NOTES:**

- 1) SEE SPECIFICATION BOOK FOR DEMOLITION INSTRUCTIONS.
- 2) ALL SIGNS (POSTS AND FOUNDATIONS) IN THE CONSTRUCTION ZONE ARE TO BE REMOVED BY THE CONTRACTOR AND REPLACED BY THE CITY OF BLOOMINGTON.



THIS INSTRUMENT PREPARED BY:  
Smith Quilman Associates Inc.  
4625 Morrisville Drive, Bloomington, IN 47402  
(812) 330-6536



**THE ODLE MCGUIRE & SHOOK CORPORATION**  
ARCHITECTURE ENGINEERING LANDSCAPE ARCHITECTURE INTERIOR DESIGN  
3075 NORTH STATE ROAD 37, POST OFFICE BOX 3435, INDIANAPOLIS, INDIANA 46205, 317/946-0000  
8276 ALLIUM POINTE TRAIL, POST OFFICE BOX 56291, INDIANAPOLIS, INDIANA 46250, 317/946-0000

REVISIONS  
1. REVISIONS FROM ALTERNATE NUMBER 01  
12/21/93 SAB  
01/05/94

**JOHNSON'S CREAMERY  
BUILDING RENOVATION**  
EIGHTH STREET DEVELOPMENT CORPORATION  
INDIANA  
BLOOMINGTON

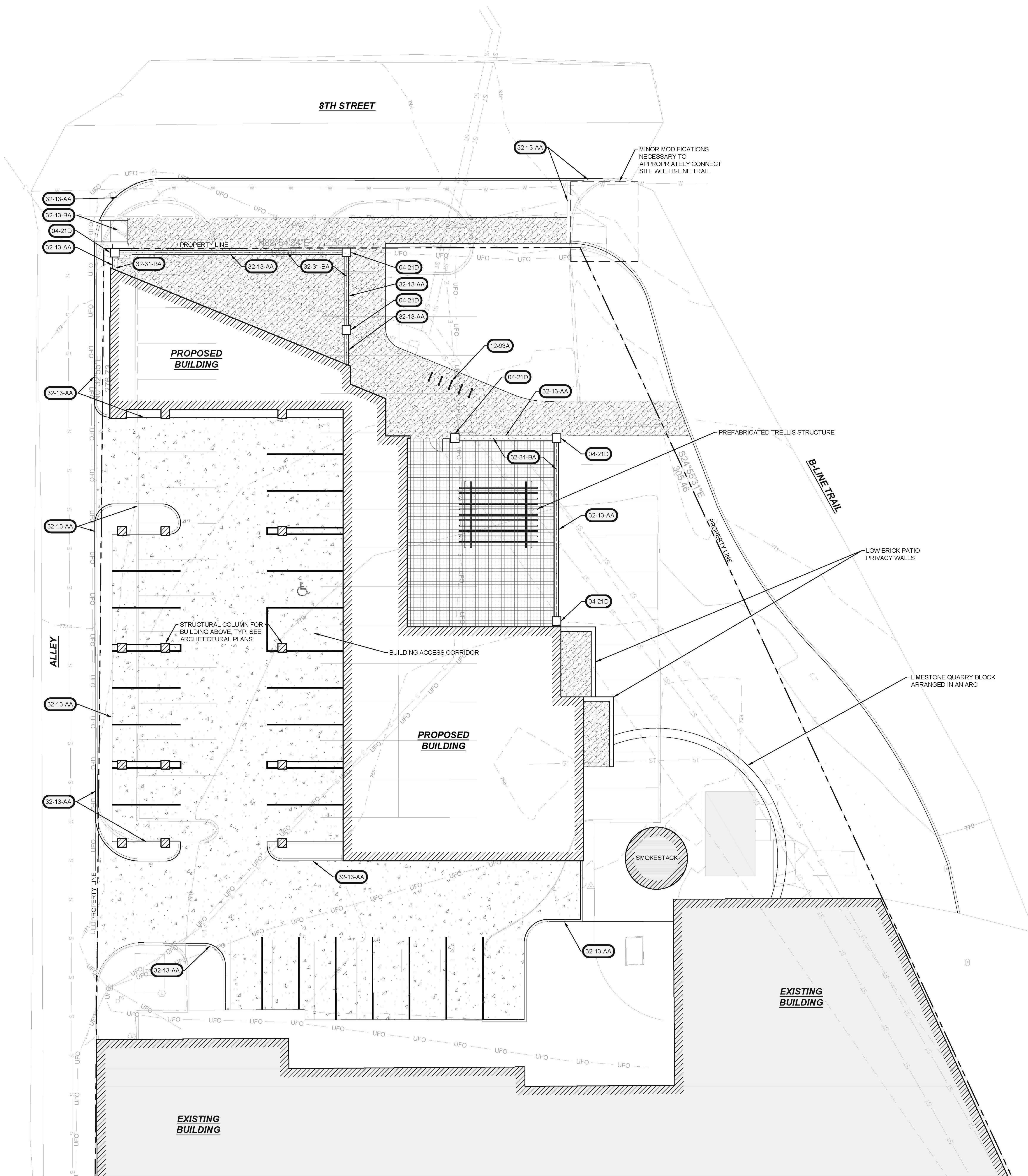
PROJECT NO. **93068**  
DATE: 10/25/93  
drawn by: JAH  
checked by: SAB

**C-100**  
DEMOLITION PLAN









REFERENCE NOTES SCHEDULE		
BRICK MASONRY		
CODE	DESCRIPTION	DETAIL
04-21D	BRICK MASONRY, COLUMN, 4' HEIGHT W/ LIMESTONE CAP	
SITE FURNISHINGS		
CODE	DESCRIPTION	DETAIL
12-93A	SITE FURNISHING, BICYCLE RACK	
RIGID PAVING		
CODE	DESCRIPTION	DETAIL
32-13-AA	CONCRETE CURB, VERTICAL	
32-13-BA	CONCRETE CURB RAMP, PERPENDICULAR, ONE-WAY DIRECTIONAL	
FENCES AND GATES		
CODE	DESCRIPTION	DETAIL
32-31-BA	FENCES AND GATES, DECORATIVE METAL FENCING (4' HEIGHT)	
RIGID PAVING		
SYMBOL	DESCRIPTION	DETAIL
(Hatched pattern)	CONCRETE PAVING, STANDARD, HEAVY DUTY	
(Dotted pattern)	CONCRETE PAVING, STANDARD, LIGHT DUTY	
UNIT PAVING		
SYMBOL	DESCRIPTION	DETAIL
(Grid pattern)	UNIT PAVING	

STANDARD PARKING SPOTS: 25  
ACCESSIBLE PARKING SPOTS: 1

335 W. 8th Street  
Bloomington, Indiana  
47404

Owner  
Peerless Development  
501 North Clinton Street  
Chicago, Illinois 60654

Architect  
RATIO  
101 South Pennsylvania Street  
Indianapolis, Indiana 46204  
317-633-4040

Civil Engineer  
Smith Design Group  
2755 East Canada Drive, Suite 101  
Bloomington, Indiana 47401  
812-336-6536

SEAL | DATE

SHEET ISSUE	
1	PLANNING COMMISSION APPLICATION 08/30/21

**RATIO**  
ARCHITECTURAL  
ENGINEERING  
CONSULTING  
CORPORATION

PROJECT NO. 21041.000

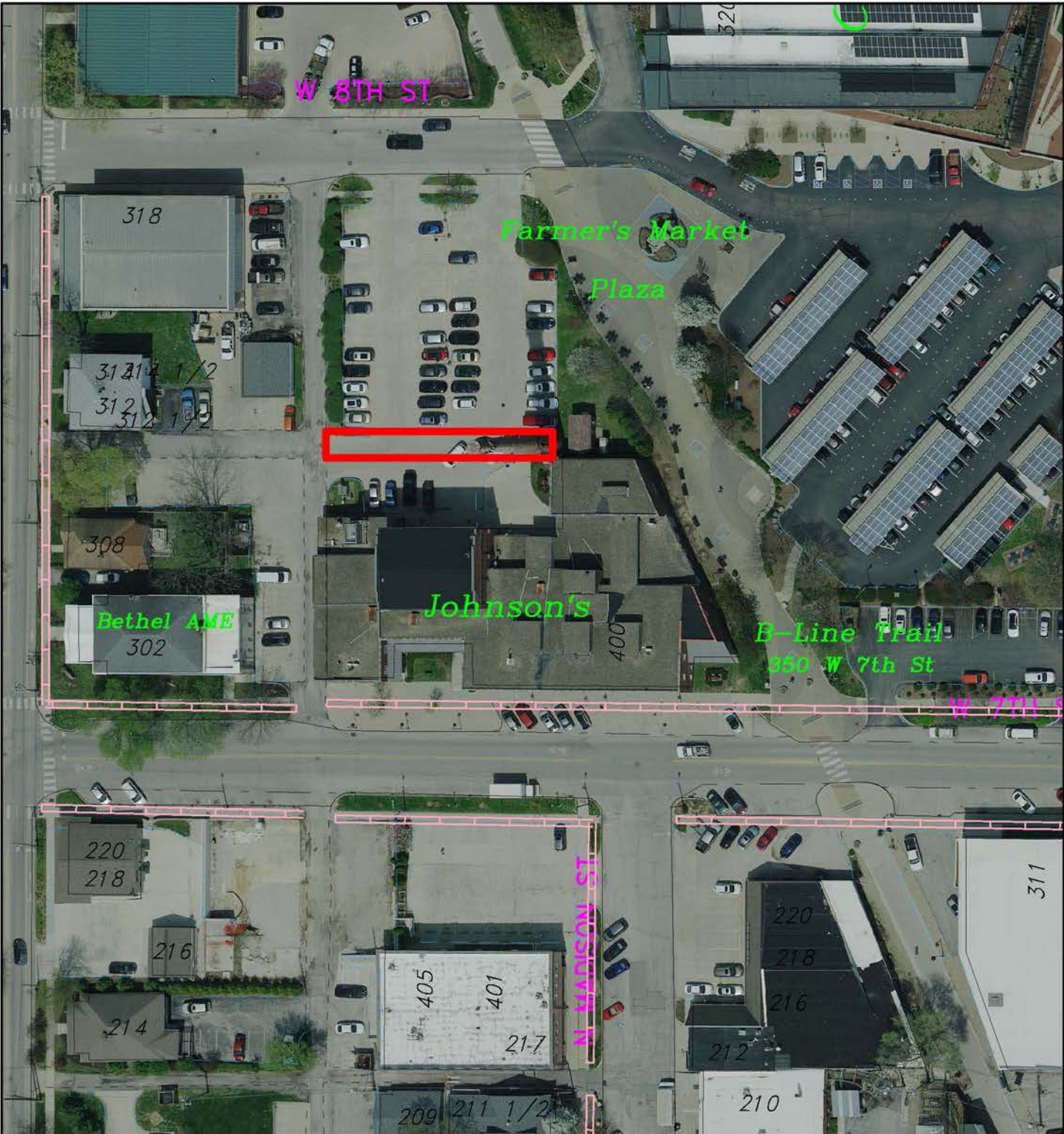
SHEET TITLE  
SITE FEATURES  
PLAN

SHEET NUMBER

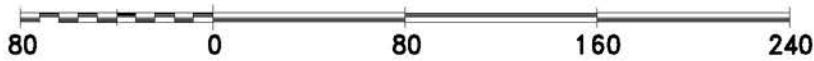
L-201

A5 SITE FEATURES PLAN SCALE 0' 5' 10' 20'

FOR REFERENCE ONLY  
NOT FOR CONSTRUCTION



By: lucass  
11 May 22



For reference only; map information NOT warranted.

City of Bloomington  
Council Office



Scale: 1" = 80'









## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 22-16 – To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” – Re: Amending BMC 2.12.130 (Citizens’ Redistricting Advisory Commission)**

---

#### **Synopsis**

This ordinance would amend Title 2 of the Bloomington Municipal Code (Administration and Personnel) to simplify the membership requirements of the Citizens’ Redistricting Advisory Commission and to update references to state code.

#### **Relevant Materials**

- Ordinance 22-16
- Proposed amendments to BMC Title 2 shown in context

#### **Summary**

Ordinance 22-16 would amend Section 2.12.130 of Bloomington Municipal Code (“BMC”) entitled “Citizens’ Redistricting Advisory Commission.” The ordinance makes changes to the membership requirements and selection process for Commission in order to simplify the appointment process. This Commission was established by Ordinance 20-30 in December, 2020. Since the creation of the Commission, councilmembers and staff have solicited applicants for the Commission. However, given the current membership requirements, there have been an insufficient number of available, qualified candidates to proceed with the existing selection process.

#### Ordinance 22-16 would:

- remove certain membership qualifications and limitations;
- allow the Council’s selection committee to proceed with the appointment process in the event fewer than two eligible applications are received for a given seat;
- removes a provision that states which member shall chair the commission;
- removes the requirement for a set number of meetings to occur in various Council districts; and
- updates references to state law.

#### **Contact**

Council Office, [council@bloomington.in.gov](mailto:council@bloomington.in.gov), (812) 349-3409

**ORDINANCE 22-16**

**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED  
“ADMINISTRATION AND PERSONNEL” –  
Re: Amending BMC 2.12.130 (Citizens’ Redistricting Advisory Commission)**

WHEREAS, the membership of the Citizens’ Redistricting Advisory Commission has been difficult to fill, which impacts the effectiveness and efficient operation of this commission;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Section 2.12.130 of the Bloomington Municipal Code (“BMC”) entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting subsection (c)(1) in its entirety and renumbering subsequent paragraphs accordingly.

SECTION 2. BMC Section 2.12.130 entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting subsection (c)(2)(E) in its entirety and replacing it with the following:

- E. One member shall be appointed who identifies as independent of either of the two major political parties in the state.

SECTION 3. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting subsection (c)(3) in its entirety and renumbering subsequent paragraphs accordingly.

SECTION 4. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting from subsection (c)(4)(A) the words “, or has held public office or has been a candidate for public office in the City of Bloomington within ten years of the commission's formation date”.

SECTION 5. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting from subsection (c)(4)(C) the words “, or has been an officer within ten years of the commission's formation date”.

SECTION 6. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by revising subsection (d)(2) so that the reference to subsection 2.12.130(c)(2) instead refers to subsection 2.12.130(c)(1).

SECTION 7. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting the second sentence in subsection (d)(3) so that the paragraph reads:

- (3) The ranking at-large councilmember shall administer a coin flip to select a member from each pool of applicants.

SECTION 8. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting subsection (d)(4) in its entirety and replacing it with the following:

- (4) If there is only one eligible applicant for a given seat after complying with the requirements of BMC 2.02, the selection committee may appoint the applicant to the seat. If there are no eligible applicants for a given seat after complying with the requirements of BMC 2.02, the seat may be left empty.

SECTION 9. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting the subsection (d)(5) in its entirety.

SECTION 10. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by inserting “3-5-10 and” after the words Indiana Code in subsection (e)(1) so that the paragraph reads:

- (1) The commission shall recommend council district boundaries that comply with the United States Constitution, the Indiana Constitution, and applicable federal and state laws, including the Federal Voting Rights Act and Indiana Code 3-5-10 and § 36-4-6-3.

SECTION 11. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by deleting subsection (f)(3) in its entirety and renumbering subsequent paragraphs accordingly.

SECTION 12. BMC Section 2.12.130, entitled “Citizens’ Redistricting Advisory Commission” shall be amended by inserting “3-5-10 and” after the words Indiana Code in subsection (g)(5) so that the paragraph reads:

- (1) After considering the commission's final recommendations, or if the commission fails to complete its work, the common council shall perform its duties under Indiana Code 3-5-10 and § 36-4-6-3. If the common council rejects the commission's final recommendations, it shall provide a written statement of the reasons for the rejection.

SECTION 13. If any section, sentence, or provision of this ordinance, or application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or application of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 14. This ordinance shall be in effect after its passage by the Common Council, with approval of the Mayor, and after any required publication or other promulgation in accordance with the law.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

SYNOPSIS

This ordinance would amend Title 2 of the Bloomington Municipal Code (Administration and Personnel) to simplify the membership requirements of the Citizens’ Redistricting Advisory Commission and to update references to state code.

Amendments to Bloomington Municipal Code Title 2 proposed by Ordinance 22-16 in context  
(additions are shown in **bold**, deletions are show in ~~strikeout~~)

## 2.12.130 Citizens' redistricting advisory commission.

- (a) Establishment and Purpose. There is hereby established a five-member citizens' redistricting advisory commission, hereinafter "commission," whose purpose shall be to make recommendations to the common council regarding its decennial redistricting ordinance, which divides the city into the six council districts from which councilmembers shall be elected; and to make recommendations to the Monroe County Commissioners on dividing the city into precincts.
- (b) Term. Because of the time-limited nature of the commission's purpose, the commission shall be limited in term to two years from the date of its formation ("formation date"), after which time it shall disband. The commission's first formation date shall be January 1, 2021, and shall be reformed at the beginning of the year following each decennial United States Census ("census year"). All commission members shall be appointed to serve until final district boundaries are adopted by the common council, or until two years after the commission's formation date, whichever comes first. The commission shall be reformed in the event that the city is required, due to annexation or other legal procedures, to redraw council-district lines outside of these periods. The same membership selection process shall be followed in the event the commission is reformed.
- (c) Membership Qualifications. The commission shall consist of five members, subject to the following qualifications and limitations.
- ~~(1) Registered Voters. Each member must be a registered voter residing within city limits.~~
- (12) Political Affiliations. Commissioners shall be divided by political affiliation as follows:**
- A. One member shall be a duly enrolled full-time student at Indiana University Bloomington affiliated with the Democratic Party;
  - B. One member shall be a non-student affiliated with the Democratic Party;
  - C. One member shall be a duly enrolled full-time student at Indiana University Bloomington affiliated with the Republican Party;
  - D. One member shall be a non-student affiliated with the Republican Party; and
  - E. ~~One member shall be independent of affiliation with either of the two major political parties in the state.~~ **One member shall be appointed who identifies as independent of either of the two major political parties in the state.**
- ~~(3) Voting Record. Each commission member shall have voted as a resident of the City of Bloomington in at least one of the last two general elections immediately preceding their application.~~

- (24) Limitations. The following individuals are excluded from serving on the commission:
- (A) Anyone who is currently a public office holder, ~~or has held public office or has been a candidate for public office in the City of Bloomington within ten years of the commission's formation date;~~
  - (B) Anyone who has been an employee for an elected official, including anyone who has been employed by the City of Bloomington, within ten years of the commission's formation date;
  - (C) Anyone who is currently an officer of any county-level political party in Monroe County (not including people serving as precinct committee persons), ~~or has been an officer within ten years of the commission's formation date;~~
  - (D) Anyone who has contributed a cumulative total of \$2,000.00 or more to any political candidate(s) within five years of the commission's formation date;
  - (E) Anyone registered with the Indiana Lobby Registration Commission;
  - (F) Immediate family members of any excluded person.
- (d) Membership Selection Process. Commissioners shall be selected after an open application process:
- (1) Applicants shall attest that they are eligible to serve per the conditions of subsection 2.12.130(c).
  - (2) The process shall be conducted by a selection committee made up of the three at-large councilmembers. The selection committee shall review all applications and in a public meeting choose ten applicants in five pools of two, one pool for each seat noted in subsection 2.12.130(c) ~~(2)~~ **(1)**, whom they believe are the most qualified to carry out the commission's duties.
  - (3) The ranking at-large councilmember shall administer a coin flip to select a member from each pool of applicants. ~~The remaining candidates shall be named as alternates, in the event one or more commissioners cannot fulfill their duty.~~
  - (4) ~~If no eligible alternate is available, the seat shall be left empty. If there is only one eligible applicant for a given seat after complying with the requirements of BMC 2.02, the selection committee may appoint the applicant to the seat. If there are no eligible applicants for a given seat after complying with the requirements of BMC 2.02, the seat may be left empty.~~
  - ~~(5) The commission shall select as its chair the member not affiliated with either of the two major political parties.~~

(e) Redistricting Criteria.

- (1) The commission shall recommend council district boundaries that comply with the United States Constitution, the Indiana Constitution, and applicable federal and state laws, including the Federal Voting Rights Act and Indiana Code **3-5-10 and** § 36-4-6-3.
- (2) The commission shall prepare descriptions and a map of recommended council district boundaries.
- (3) Whenever possible, the commission should avoid recommending districts that split communities of interest into multiple districts. These communities include, but are not limited to, political subdivisions, neighborhoods, school districts, historic districts and other areas where residents share common traits and concerns.
- (4) Where it does not negatively impact the above criteria, districts shall be drawn to encourage political competition.

(f) Commission Processes and Transparency.

- (1) The city shall establish and maintain, at least until the redistricting process is concluded, a webpage for the commission where redistricting materials shall be published, including the roster of commissioners, meeting agendas and minutes, and draft maps created by the commission.
- (2) The commission shall hold public hearings at least every other month, but may choose to meet more often.
- ~~(3) A hearing shall be held in at least three of the six existing city council districts. Each meeting location shall be accessible to persons with disabilities and, to the extent practicable, shall have parking nearby and be accessible by public transit. Public meetings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.~~
- (34) The commission shall issue descriptions of recommended council districts, an accompanying map depicting the recommended districts, and a report that explains how the recommended districts comply with BMC 2.12.130(e).
- ~~(45)~~ Approval of recommended council districts, including a map and accompanying report, by the commission requires an affirmative vote from at least two-thirds of serving commissioners. All other actions of the commission require a simple majority vote to pass.
- ~~(56)~~ The commission shall be subject to the Indiana Open Door Law and the Access to Public Records Act.



(g) Legislative Approval.

- (1) The commission shall provide, and publish on its webpage, the descriptions of its recommended council districts, along with the accompanying map and report, to the common council no later than the first Wednesday in September of the second year following a decennial census.
- (2) In performing its responsibilities under Indiana Code § 36-4-6-3, the common council shall determine whether the commission's recommended districts conform to the criteria contained in federal and state law.
- (3) The common council shall act on the commission's recommended districts before November 1 of the second year following a decennial census. If the common council rejects the commission's recommended districts, the common council shall return the matter to the commission with a written statement of the reasons for the rejection.
- (4) If the common council rejects the commission's recommended districts, the commission shall, before December 1 of the second year following a decennial census, consider the common council's written statement of reasons for the rejection, revise the map and descriptions accordingly, and return them along with any revised report, to the common council.
- (5) After considering the commission's final recommendations, or if the commission fails to complete its work, the common council shall perform its duties under Indiana Code **3-5-10 and** § 36-4-6-3. If the common council rejects the commission's final recommendations, it shall provide a written statement of the reasons for the rejection.



**MEMO FROM COUNCIL OFFICE ON:**

**Resolution 22-11 – To Approve and Authorize the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88**

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**Synopsis**

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88.

**Relevant Materials**

- Resolution 22-11
- Staff Memo from Mike Rouker, City Attorney
- Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586
- Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 (**Redlined Version**)

**Summary**

Resolution 22-11 approves and authorizes the execution of a four-year Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88 (“FOP”). This CBA would be in effect during the years 2023 to 2026. Negotiations began in October 2021 and culminated in a positive vote of the bargaining unit in February, 2022.

[Bloomington Municipal Code Chapter 2.32](#) sets forth the procedures for police collective bargaining and the appropriate issues subject to bargaining. Those subjects generally include salary and pay schedules, overtime and holiday pay, vacation schedules and accumulation, layoff and grievance procedures, clothing allowance, and group insurance. Issues not subject to bargaining under Chapter 2.32 of the BMC are addressed through the established chain of command of the police department or through other procedures created by statute or ordinance.

Pursuant to its terms, the CBA takes effect upon the date the agreement is ratified by the Common Council. Because the CBA is negotiated between the City and the bargaining unit, the Common Council does not have a direct means to amend it.

Several changes in the CBA will have a major fiscal impact on the City, which the staff estimates to be \$4,917,000 over four years. If this resolution is adopted, many of the changes called for by the CBA will be further reflected in the 2023 budget proposal that the Council will consider later this year. Please refer to the Memo provided by City Attorney Mike Rouker for background on the negotiations and a description of the changes made from the last agreement, which are also shown in a redline version of the CBA contained herein.

**Contact**

Mike Rouker, City Attorney, [roukerm@bloomington.in.gov](mailto:roukerm@bloomington.in.gov), 812-349-3426

**RESOLUTION 22-11**

**TO APPROVE AND AUTHORIZE THE EXECUTION OF A  
COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON  
AND THE FRATERNAL ORDER OF POLICE,  
DON OWENS MEMORIAL LODGE 88**

WHEREAS, Chapter 2.32 of the Bloomington Municipal Code establishes a procedure for Police Collective Bargaining; and

WHEREAS, the City and the Fraternal Order of Police, Don Owens Memorial Lodge 88, have negotiated and reached agreement on provisions for a collective bargaining agreement covering calendar years 2023, 2024, 2025, and 2026; and

WHEREAS, it is in the best interests of the City to approve and execute the agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88, a copy of which Agreement is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

**SYNOPSIS**

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88.



## MEMORANDUM

### CITY OF BLOOMINGTON LEGAL DEPARTMENT

**TO:** Common Council  
**FROM:** Michael Rouker, City Attorney  
**RE:** Collective Bargaining Agreement – Fraternal Order of Police  
**DATE:** May 13, 2022

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#### INTRODUCTION

In February 2022, the Fraternal Order of Police, Don Owens Memorial Lodge 88 (FOP) voted in favor of a new collective bargaining agreement negotiated between the administration and the FOP's bargaining team. The new agreement represents a settlement of bargainable terms under Bloomington Municipal Code § 2.32. The agreement contains a large salary adjustment, and it was therefore contingent on the identification of revenue adequate to support the adjustment. On May 4, the Common Council approved a local income tax increase adequate to fund the adjustment, triggering the contingency. Therefore the only remaining step in the bargaining process is for the Council to review and vote on the proposed contract's terms.

#### BACKGROUND

Beginning October 2021, the administration and the FOP's bargaining teams worked diligently and in good faith to negotiate a new collective bargaining agreement. The negotiations concluded in February, when the bargaining teams reached an agreement in principle. Over the next few weeks the teams reduced the agreement to writing and on February 26, a majority of the FOP's voting members approved the contract. The agreement was contingent on the identification of a revenue source adequate to fund its terms. During April and May, the Common Council debated a new local income tax, passing the tax on May 4, 2022. The agreement is now ready for the Council's consideration.

The attached agreement represents a four-year settlement of bargainable terms covering years 2023, 2024, 2025, and 2026. The total direct fiscal impact of the contract during its four-year term is estimated to be \$4,917,000. The administration recommends the Council approve the collective bargaining agreement, the terms of which are summarized herein.

#### SUBSTANTIVE CHANGES

##### *Percentage Salary Increases*

During the 2021 budget process, the administration committed to opening negotiations by proposing a \$5,000 base salary adjustment for law enforcement personnel during the first year of the collective bargaining agreement. The administration did just that, and the change is reflected in the 2023 base salary increase. The percentage increases contained in the contract are detailed in the table below:

<b>YEAR</b>	<b>PERCENTAGE INCREASE</b>
2023	13.17% (Officer First Class) 12.67% (Senior Police Officer)
2024	2.80%
2025	2.90%
2026	3.00%

These are unprecedented salary increases. In real dollar terms, and after taking into account the clothing allowance reduction detailed below, an officer first class with one year on the force will see their salary increase by \$6,694 on January 1, 2023. And a senior police officer with 20 years of service at BPD will see their salary go up by \$9,189. In the aggregate, the compounded total percentage increase over the life of the contract is 23%.

Longevity Pay

During the first 19 years of an officer’s service at BPD, the proposed agreement increases longevity pay from \$125 per year of service to \$200 per year of service. Then in an officer’s 20<sup>th</sup> year of service longevity doubles from a previous total of \$2,500 to a new total of \$5,000, where it remains for the remainder of an officer’s time at BPD.

Certified Retirement (INPRS) Salary

Because the proposed agreement includes a large base salary adjustment and doubles the amount of longevity an officer receives in their 20<sup>th</sup> year of service, the contract contains a massive increase in the base salary against which an officer’s pension is calculated for retirement purposes. A police officer’s pension is paid at a rate between 52% and 76% of the certified retirement, or INPRS, salary. That salary is computed each year based on the city’s base salary of an officer first class plus the amount the city contributes for twenty years of longevity. The percentage varies between 52% and 76% based on an officer’s years of service.

In 2022, the certified retirement salary against which a Bloomington officer’s pension was calculated was \$61,108. Because of the large base salary and longevity increases in the proposed contract, the certified retirement salary increases to \$71,327. Again, this is an unprecedented increase in the retirement benefits available to our officers.

Clothing Allowance

The new contract reduces officers’ clothing allowance by \$1,100, from a previous total of \$1,600 to a new total of \$500.

Overtime

The proposed contract makes significant changes in officers’ overtime pay. First, the contract eliminates a benefit known as “contractual overtime” pay. The Fair Labor Standards Act (FLSA) mandates overtime pay for police officers, as well as many other municipal employees, at one

and a half times regular pay for officers who work hours in excess of the FLSA threshold during a work period. Contractual overtime pay is an entirely different overtime rate, paid to officers at a flat rate of \$36 per hour for any hours worked outside of normal shift times, but before an officer reached the FLSA threshold for being paid time and a half. This alternative contractual overtime compensation had to be hand-computed for every officer every pay period. This process was complicated, time-consuming, and fraught with the potential for expensive errors. Two bargaining cycles ago, contractual overtime was eliminated from our firefighters' collective bargaining agreement for this very reason. Now the City and the FOP have also agreed to eliminate contractual overtime.

In exchange for eliminating contractual overtime pay from the contract, the City and the FOP agreed to alter the FLSA work period for overtime pay, reducing it from a 28-day cycle to a 14-day cycle. This will give officers an opportunity to earn additional FLSA overtime pay.

### *Benefit Leave*

The proposed contract also makes a couple of significant changes to officers' benefit leave. First, the contract eliminates benefit leave buyback, a program that allowed officers to sell back a certain number of benefit leave days to the City. Officers were the only employee group allowed to sell back benefit leave days, and therefore this change will help standardize benefits among all of the City's employees.

Second, the proposed contract allows officers to carry over one week of benefit leave from year to year. Because "one week" is a different number of hours for detectives and patrol officers, the contract clarifies that patrol officers may carry over 51 hours from year to year and detectives may carry over 40 hours from year to year.

### *Cleanup Provisions*

The contract contains several items that are best described as "clean-up" provisions. First, Section XIV, titled "Rights of Members," has been significantly modified in order to ensure that it is consistent with changes to the state code. Second, language in Section II of the agreement has been modified to update the amount of the City's certified shares distribution of the local income tax expenditure rate beneath which the contract could be reopened for negotiation. Third, the contract moves the "bidding season" during which officers bid for shifts back 15 days, from December 1 to November 15 to give staff additional time to prepare for any shift adjustments. Fourth, the agreement clarifies that the "net" cost of any parking passes for FOP employees will not exceed \$10, rather than the total cost. And finally the contract eliminates references to "step conversion" pay, which has now lapsed and is obsolete.

## **CONCLUSION**

After several months of very productive negotiations, the administration is satisfied that the terms of this historic and unprecedented collective bargaining agreement are fair to all parties. FOP members have approved the new contract, and the administration recommends that the Common Council do the same.

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE DON OWENS MEMORIAL LODGE 88,  
FRATERNAL ORDER OF POLICE, INC.

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## Introduction

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and the Indiana Fraternal Order of Police Labor Council, Inc. by and for the members of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc. (hereafter "Union") under the authority of Bloomington Municipal Code § 2.32, entitled Police Collective Bargaining.

The City and the Union recognize and declare that they have bargained collectively with respect to terms and conditions of employment for police officers, and it is their desire and in the best interests of the citizens of the City of Bloomington to promote harmonious relations between the City and the Union and improve police protection for the citizens of the City. Understandings reached have been incorporated into this written Agreement which shall provide an orderly, equitable and binding resolution.

If this Agreement is silent on a policy, procedure or matter the City's Personnel Manual shall apply.

IT IS THEREFORE AGREED AS FOLLOWS:

### **SECTION 1. Definitions**

The following words and terms shall have the following meanings:

"Agreement" means this Collective Bargaining Agreement entered into between the City and the Union.

"Benefit Leave" means paid time off for a member in accordance with this Agreement. Thirteen of the provided Benefit Leave days are provided in recognition of the fact that non-union employees of the City receive certain governmental holidays off each year with pay.

"Bereavement Leave" means an additional form of paid leave which is available to any member who has completed his or her initial probationary period of employment, which shall be used for the attendance of funeral matters if certain individuals of a member's family passed away.

"BMC" means the Bloomington Municipal Code.

"Board" means the City of Bloomington Board of Public Safety established in accordance and under Ind. Code § 36-8-3-1 *et seq.*

"Business day" means a measure of time which occurs between Monday through Friday, from 8 a.m. to 5 p.m. local time, and excludes weekends and holidays recognized by the City.

"Chief" means the Police Chief for the City and/or his or her designee(s).

"Committee" means the Labor Management Committee created by this Agreement.

"Department" means the City Police Department.

"FLSA" means the Fair Labor Standards Act.

"FMLA" means the Family and Medical Leave Act.

"FOP 88 Board" means the executive officers elected in accordance with the governing by-laws of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.

"FOP Labor Council, Inc." means the Indiana Fraternal Order of Police Labor Council, Inc., selected by the members of the bargaining unit to represent them.

"Grievance" means any difference that may arise between the parties or between the City and a member covered by this Agreement as to any matter involving the interpretation, meaning, application, or violation of the provisions of this Agreement.

"INPRS" means the Indiana Public Retirement System.

"Light duty" means a short-term, temporary assignment of duties, approved by a healthcare provider and the Chief, to which a member is assigned during recovery from illness or injury and based on the medical, physical and/or psychological restrictions of the member.

"Mate" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The individuals reside within the same residence, are not married to anyone else, do not have another mate or domestic partner, and are not related by blood.

"Mayor" means the duly elected Mayor of the City of Bloomington, Indiana, and as described in Ind. Code § 36-4-5-2.

"Member" means any individual who is subject to the Agreement between the City and the Union in accordance with BMC § 2.32.020.

"Overtime pay" means a rate of pay equal to time and one-half an individual member's regular rate of pay.

"Registered domestic partner" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage and who have registered as partners with the City's Human Resources Department in accordance with the City's Domestic Partnership Policy. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. Domestic partners are not married to anyone according to the laws of the State of Indiana. Under the City's Domestic Partnership Policy, the domestic partners must declare under oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not married according to the laws of the State of Indiana; that they are at least eight (18) years of age and have the capacity to enter into a contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The City may require documentation substantiating these declarations in accordance with the City's Domestic Partnership Policy.

"Regular hourly rate" has the same meaning as what the FLSA considers to be included in an employee's regular rate of pay.

"Seniority date" means the date of original hire with the Department. For those members who are hired on the same date, their ranking on the Board's hiring list shall be the deciding factor of order of seniority. This seniority list shall be documented by a member's Personal Identification Number (PIN) issued by the City upon being hired, with a lower number signifying a higher seniority. (Example: 1200 has more seniority than 1201).

"Shift Rep" means a member of the Bargaining Unit elected by January 15 each year by each Uniform shift and Detectives as the representative of his/her respective shift or unit.

## **SECTION II. Terms and Conditions of Agreement**

This Agreement between the parties constitutes a settlement of all bargainable issues, as defined in BMC § 2.32, for calendar years 2023, 2024, 2025, and 2026, unless otherwise specified herein. The terms and conditions of this Agreement shall not be retroactive in any manner. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

A. Receipt in each and every year of the Agreement by the City of no less than one million, two-hundred thousand dollars (\$1,200,000.00) from the Utility Department of the City in satisfaction of what is commonly known as the "Interdepartmental Agreement."

B. The City being legally authorized in each and every year of the Agreement to increase its *ad valorem* property tax by a minimum of three percent (3%) rate of growth over the

previous year's maximum permissible *ad valorem* property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible *ad valorem* property tax levy for the preceding year (beginning with fiscal year 2023) as provided for and defined in Ind. Code § 6-1.1-18.5-1 *et seq.* entitled "Civil Government Property Tax Controls." The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

C. Receipt in each and every year of the Agreement by the City of no less than twelve million, seven hundred thousand dollars (\$12,700,000.00) from the certified shares of the City's portion of the Local Income Tax distribution as provided for and defined in Indiana Code § 6-3.6-1 *et seq.* entitled "Local Income Taxes" and receipted into the City's general fund.

D. Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City shall be fully funded by the source from which such change originates.

E. In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Section XII for all subsequent years covered by this Agreement. The City shall inform the Union of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to BMC § 2.32, and following. In the event that BMC § 2.32.040, "Issues Subject to Bargaining" is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue (or issues) for all subsequent years covered by this Agreement.

### **SECTION III. Management Rights**

This Agreement shall not be deemed in any way to limit or diminish the authority and responsibility of the City to manage and direct the operation and activities of the City and the Department, including the police operation and activities, to the full extent authorized or permitted by law.

Nothing in this Section shall be construed to negate the clear and unambiguous meaning of this Agreement.

### **SECTION IV. Labor-Management Committee**

The City and Union agree to form a joint Committee which shall consist of two representatives appointed by the Mayor and two representatives appointed by the Union. The Committee shall meet quarterly or as needed and may discuss, *inter allia*, issues not subject to bargaining pursuant to BMC § 2.32. The results of the Committee deliberations shall be in the form of a recommendation forwarded to the Chief. The Chief shall have thirty (30) days to forward the recommendation to the Board along with his or her comments. The Board may then consider the recommendation at a subsequent regularly scheduled meeting.

In the event the Chief is a member of the Committee, the recommendation shall be forwarded directly to the Board along with any comments, pro or con, from Committee members.



## **SECTION V. Duties of Members**

A member's duties shall be outlined in job descriptions maintained in the office of the Chief and the City's Human Resources Department. These files shall be accessible to the members during normal working hours of the Chief's Office and the City's Human Resources Department.

## **SECTION VI. Hours of Employment**

Pursuant to 29 U.S.C. § 207(k) of the FLSA, the City has established a fourteen (14) day work period for members.

A member assigned to the Detective Division, but not assigned to the Special Investigations Unit, shall work five (5) eight (8) hour days, Monday through Friday, with two (2) days off, Saturday and Sunday, without regard to recognized holidays, and shall not be assigned to be "on-call" more than one (1) Saturday and Sunday per month.

A member assigned to the Special Investigations Unit shall work forty (40) hours per calendar week, with his or her typical work schedule to be Monday through Friday with five (5), eight (8) hour days, without regard to recognized holidays. A member assigned to the Special Investigations Unit shall have a fluctuating work schedule, provided the fluctuating work schedule is necessitated by the nature of the work required by the Special Investigations Unit. The Lieutenant of the Detective Division shall have the authority to determine if a member's desire to fluctuate his or her work schedule is a necessity of the nature of his or her work with the Special Investigations Unit.

A member assigned to the Detective Division or the Special Investigations Unit at the effective date of this contract may continue said assignment, subject to their right to elect to return to the Uniform Division pursuant to Section VIII of this Agreement.

Detective members may be assigned to a one (1) week "on-call" status. Detectives assigned "on-call" may choose to be compensated with four (4) hours of overtime pay, in addition to a minimum four (4) hours of overtime call-out pay and overtime pay for any amount over four (4) hours. "On-call" shall mean from 9:00 a.m. on Friday to the following Friday at 9:00 a.m. In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. No detective shall be assigned on-call duty in excess of eight (8) weeks per calendar year.

A member assigned to the Uniform Division shall work six (6) consecutive eight and a half (8.5) hour days with three (3) consecutive days off, without regard to recognized holidays.

These shifts shall be (morning shift) 5:30 a.m. to 2:00 p.m.; (afternoon shift) 1:30 p.m. to 10:00 p.m.; and (night shift) 9:30 p.m. to 6:00 a.m. Any change in shift hours shall be announced by the Chief no less than one (1) month prior to the beginning of the "bidding season" as referenced in Section VIII. Exceptions to shift hours as set in this Agreement shall be high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol. Every effort shall be made to ensure that shifts manned exclusively by volunteers other than those that currently exist (i.e. high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol) shall be staffed in such a manner that shift bids by seniority shall not be compromised. In the event any additional shifts are deemed necessary by the Chief, said shifts shall not be added without consultation with and approval by the Committee. In the event

that no consensus can be reached by the Committee on the addition of said shift(s), the issue shall be forwarded to the Board for final resolution.

#### **SECTION VII. Meals and Rest Breaks**

A member is entitled to meal and rest breaks for a period not to exceed one (1) hour for each eight (8) hours worked. Work periods for less than four (4) hours do not entitle a member to a break. Extended work periods of twelve (12) or more hours entitle a member to an additional half (1/2) hour break for each four (4) hours period in excess of eight (8) hours.

Breaks shall be taken at times acceptable to shift supervisors and are subject to cancellation or interruption because of emergencies or staff shortages. The member shall be entitled to resume the break at the next opportunity to do so and at the shift supervisor's discretion.

#### **SECTION VIII. Shift Transfers**

All shift transfers shall conform to the following procedures:

A. Except as noted below, between November 15 and November 30 for each year affected by this Agreement, a "bidding season" shall be open for each member hired prior to January 1, 2020, to submit their first, second and third bids for a shift assignment in the Uniform Division. Members hired after January 1, 2020 shall submit a first, second, and third preference for a shift assignment in the Uniform Division. A member may submit bids or preferences for shift assignments only and not any particular shift rotation. The Chief will make best efforts to publish a list of shift assignments within a week of the end of the bidding season. The Chief may restore the "bidding" season to December 1 through December 15 in any of the contract years if

further time is needed to assess anticipated staffing levels in the following year, or the change to the November dates causes other administrative problems.

1. The Chief retains the authority and responsibility for the determination of the required staffing level assigned to each shift.
2. Shift assignments become effective on the first (1st) day of January of each year of this Agreement following the "bidding season".
3. Shift assignments for those officers who submit a shift bid shall be based solely upon seniority, with the most senior members being assigned to their preferred shifts first. Shift assignments for those officers who submit a shift preference shall be allocated by the Chief, or his/her designee, to any remaining open spots. Every effort shall be made to place those officers who submit a shift preference on their preferred shifts based upon seniority except in circumstances where the needs of the Department in terms of experience, skill sets, or specialty functions require that officers be assigned outside of their preferred shift.

B. In accordance with Section VIII(A)(1), the Chief shall establish each shift's staffing level, taking into account the needs of the Department regarding certain specialty assignments, including but not limited to CIRT, K-9, and Motorcycle Patrol. After the Chief has allocated spots among the shifts, seventy-five percent (75%) of the spots so-allocated shall be considered biddable. The seventy-five percent (75%) calculation to determine the total number of biddable spots shall be performed individually for each shift and not on the aggregate number of spots across all three shifts added together. If the seventy-five percent (75%) calculation does not result in a round integer of biddable spots for a shift but instead results in a leftover fraction

of a biddable spot for a shift, the total number of biddable spots shall be “rounded down” so that a fraction of a biddable spot shall not count as a biddable spot on the shift. For illustrative purposes only, consider the example set forth below.

<b>Shift</b>	<b>Number of Spots Allocated by the Chief on December 1</b>	<b>Total Number of Biddable Spots on Each Shift after 75% Computation</b>
Morning	18	13.5 (rounded down to 13)
Afternoon	22	16.5 (rounded down to 16)
Night	20	15

The non-biddable spots on each shift shall be filled in accordance Section VIII(A)(3).

The Chief retains the authority under Section VIII(A)(1) to modify each shift’s staffing level from time-to-time throughout the year as may be necessary. However, as stated in Section VIII(G) of this Agreement, the Chief does not have the authority to alter the shift assignment of an officer who submits a successful bid for a particular shift, except as permitted by Section VIII(G).

C. A member assigned to the Uniform Division may not request, nor be granted an assignment to the Detective Division or other position in the Department solely on the basis of seniority. The "bidding season" described in paragraph (A) shall apply to assignments only within the Uniform Division.

D. Members may agree to temporarily exchange shifts for full or partial days with the approval of their supervisors. Shift differential pay shall not be altered unless the temporary exchange is in excess of thirty calendar (30) days.

E. A member in the Detective Division or other position within the Department, with the approval of the Chief, the approval of which shall not be unreasonably withheld, may return to the Uniform Division by:

1. Requesting transfer to the Uniform Division; or

2. Requesting transfer to a desired shift during "bidding season" of each year of this Agreement.

F. A member may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. A member must submit supportive documentation of the special circumstances, including the reasons the present assignment cannot reasonably be fulfilled. The Chief shall retain the final authority for such reassignment based upon special circumstances. Such reassignment shall not exceed ninety calendar (90) days.

G. For officers who submit shift bids, shift assignments may be altered during this Agreement only by the procedures indicated in this Section and also by:

1. Agreement of the City and the Union; or
2. In the event of a civil emergency declared by the Mayor; or
3. By order of the Chief on a temporary basis (not to exceed one hundred and twenty (120) calendar days per year), due to a manpower shortage as expressed in writing to the Board and the Union. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, members shall be paid at current Agreement rates of accumulation and pay for all time worked outside their regular schedule;  
or
4. During the Friday, Saturday and Sunday directly associated with the Indiana University Little 500.

## **SECTION IX. Strike Prohibition**

The Union shall not engage in nor sanction any strike during the life of this Agreement or any extension thereof.

## **SECTION X. Layoffs**

In the event that the City may find layoffs necessary the City shall determine the number of members to be laid off.

A member with the lowest seniority date shall be laid off first and recalled last. A member that has been laid off shall be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel shall not be hired as the result of a layoff to perform the duties of a member.

## **SECTION XI. Leaves**

### ***A. Benefit Leave***

A. A member shall receive Benefit Leave by the following formula:

1. A member who has completed one (1) year of employment shall receive twenty-nine (29) days of Benefit Leave per calendar year, with the entire allotment of Benefit Leave days being credited to a member on the first day of each calendar year applicable to this Agreement.

2. One additional day of Benefit Leave per year shall be added at the beginning of the calendar year of the five (5) through twenty-five (25) year anniversary dates of employment.
3. Benefit Leave days under this section shall not exceed fifty (50) days per calendar year.

B. Benefit Leave may be taken subject to approval by the member's supervisor, which shall not be arbitrarily withheld.

C. The minimum amount of Benefit Leave taken at any one time shall be no less than one-half hour, but additional time after the first one-half hour may be used on increments of fifteen (15) minutes.

D. Members of the Uniform Division shall be entitled to carry over up to fifty-one (51) benefit leave hours each year and members of the Detective Division shall be entitled to carry over up to forty (40) hours each year. Carried-over benefit leave hours must be used during the year into which they are carried and may not be carried over for a second time.

E. In addition, any member who resigns or retires shall be eligible to receive all Benefit Leave time he or she has already accrued and a credit for the as yet earned Benefit Leave prorated over the entire year by payroll periods and based upon the last day the member is actually present and working. For the purposes of Benefit Leave credit, only sixteen (16) Benefit Leave days are subject to pro-ration. The formula for pro-ration is as follows:

1. Sixteen (16) Benefit Leave days divided by the number of payroll periods in a calendar year, times the number of payroll periods worked by the member during said calendar year.



2. The number of payroll periods worked by the member shall include any partial payroll periods worked, even if only (1) day of the payroll period was worked by the member.
3. The number of days a member shall receive credit for earning shall be rounded up to include an extra full day of earned Benefit Leave if the calculation contains a decimal of .5 or above, and rounded down if below .5. (For example, a member "eligible" for twenty-nine (29) Benefit Leave days in 2023 works his or her last day on October 2, 2023. The calculation is sixteen (16) days divided by twenty-six (26) payroll periods = .615, times twenty (20) periods worked = 12.3 days. This member is entitled to receive twelve (12) prorated Benefit Leave days and the thirteen (13) Benefit Leave days not subject to pro-ration for 2023).
4. If a member leaves before the end of a calendar year, he or she may be required to compensate the City for a portion of the used Benefit Leave days:
  - a. If a member has exhausted all of his or her Benefit Leave; and
  - b. There remain recognized paid holidays on the City's calendar for non-union employees; then
  - c. A member shall compensate the City the number of Benefit Leave days he or she utilized in an amount equal to the number of remaining recognized paid holidays for non-union City employees.

***B. Bereavement Leave***

Bereavement Leave is available after completion of a member's initial probation period.

A. Upon the death in a member's immediately family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of a mate, or step equivalents thereof) the member shall be granted three (3) days of leave with pay for the attendance of funeral matters.

B. Upon the death of a relative other than immediate family (grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof), the member shall be granted one (1) day leave with pay for the attendance of funeral matters.

C. Bereavement Leave shall be granted at the member's request, unless extreme circumstances, including but not limited to civil emergency or manpower shortage, require rescheduling of such leave.

D. Additional leave in the above cases, or leave in connection with the death of other relatives or friends, may be granted with pay at the discretion of the Chief by using Benefit Leave.

E. Special circumstances involving time off work as a result of the death of a friend or family member may be approved without pay at the discretion of the Chief.

F. For purposes of this provision, one day of leave equals the number of hours the member would regularly have been scheduled to work on the day taken off or the average number of hours worked per day. Also for the purposes of this provision, "other leave" does not include sick leave.

G. This Section in no way prohibits a member from using Benefit Leave in the event he or she experiences the death of a friend or family member, the ability to use Benefit Leave shall not be arbitrarily withheld.

**C. Sick Leave**

A member shall report sick only when he or she is suffering from an illness or injury which would prevent him or her from properly performing his or her assigned duties.

A. Such report shall be made to the commanding officer or on-duty supervisor at least one (1) hour prior to reporting time for each tour of duty.

B. Sick leave in excess of two (2) work days in a specified work week shall require a doctor's statement. That statement shall be forwarded to the Chief. The statement shall include the expected date of return and specify any limitations of duty.

C. The Chief or Board may order a member to consult a physician, psychiatrist, or clinic regarding a physical or psychological condition for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the member. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

D. A member shall be entitled to sick leave with full-pay without limitation, subject to processing of medical disability pension status under current Indiana law.

E. Additionally, the City shall pay for the medical expenses of the member in accordance with Indiana law at the time of the illness or injury. Such expenses shall be paid by the City to the extent that such expenses are not reimbursed by the member's medical insurance or worker's compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the member was on the City's medical insurance plan.

F. A member who is unable to perform his or her full duties due to temporary medical limitations documented by a physician and provided to the Chief as indicated herein,

may be assigned to light duty, at the discretion of the Chief, so long as the reassignment is consistent with the recommendation of a physician that such reassignment shall not jeopardize the health, safety, and welfare of the member. Where a member has been ordered to consult a physician hired by the City in accordance with Section C above and the opinion of the City's physician with regard to light duty capabilities is in conflict with the member's physician, the opinion of the City's physician shall control. However, where a member has consulted his/her personal physician and his/her personal physician is a specialist in the field related to the member's injury, the City will either (1) follow the light-duty restrictions recommended by the member's specialist or (2) send the member to a specialist, in the field related to the member's injury, of the City's own choosing at the City's expense for a second evaluation, which shall control.

## **SECTION XII. Compensation**

### ***A. Pay Days***

Members shall be paid their wages bi-weekly every other Friday. An annual bi-weekly schedule of pay days shall be posted before the first pay day of the calendar year.

When possible, holdover pay, off-duty pay, and overtime pay shall be paid with the next pay check following the period such overtime pay was earned.

When possible, errors in a member's pay shall be corrected no later than the next pay period.

### ***B. Basic Salary Ordinance***

The City shall contribute four percent (4%) of the salary of a fully paid officer first class to INPRS on behalf of each member throughout the term of this Agreement. These contributions

are based on the salary of an officer first class plus twenty (20) years longevity and they are permitted under the authority of Ind. Code § 36-8-8-8.

For 2023, the base salary rate of all members subject to this Agreement shall increase by thirteen and seventeen hundredths percent (13.17%) for Officers First Class and by twelve and sixty-seven hundredths percent (12.67%) for Senior Police Officers and shall be as follows:

Officer 1st Class	\$66,327
Senior Police Officer	\$69,263

Effective January 1, 2024, the base salary rate of all members subject to this Agreement shall increase by two and eight tenths percent (2.80%) and shall be as follows:

Officer 1st Class	\$68,184
Senior Police Officer	\$71,202

Effective January 1, 2025, the base salary rate of all members subject to this Agreement shall increase by two and nine-tenths percent (2.90%) and shall be as follows:

Officer 1st Class	\$70,161
Senior Police Officer	\$73,267

Effective January 1, 2026, the base salary rate of all members subject to this Agreement shall increase by three percent (3.0%) and shall be as follows:

Officer 1st Class	\$72,266
Senior Police Officer	\$75,465

**C. *Holdover and Off-Duty Pay***

A. Any time a member is called in from off duty, they shall be paid their regular hourly rate or, when required by the FLSA, the applicable FLSA overtime rate. Any time a member is called in from off duty, they shall receive a minimum of two (2) hours pay with no

maximum limit. The minimum of two (2) hours pay shall not include holdover from a regularly scheduled duty shift. In the event that an officer is in a holdover after regularly scheduled duty hours, pay shall be computed as described in the below subsection (D).

B. When a member testifies pursuant to a subpoena issued on a duty-related matter, the member shall be compensated for a minimum of two (2) hours pay. In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay unless the member received at least two (2) hours of advance notice of the cancellation.

C. When a member reaches the FLSA threshold of eighty-six (86) hours in a work period, the member shall be paid at one and a half times the regular rate of his or her pay.

D. One-quarter (1/4) hour payments shall be paid in the following increments: two to fifteen (1-15) minutes equal one quarter (1/4) hour; sixteen to thirty (16-30) minutes equals one half (1/2) hour; thirty-one to forty-five (31-45) minutes equals three-quarter (3/4) hour; and forty-six to sixty (46-60) minutes equals one (1) hour.

***D. Shift Differential***

A member regularly assigned to the afternoon shift and night shift shall receive a shift differential pay throughout the term of this Agreement as follows:

Afternoon Shift	\$16.00 per week
Afternoon Shift for certain Senior Police Officers	\$50.00 per week
Night Shift	\$20.00 per week

In order to be eligible for the fifty dollar (\$50) per week afternoon shift premium, a Senior Police Officer must successfully bid for afternoon shift as his/her first or second choice during the “bidding season” described in Section VIII(A) of this Agreement. A Senior Police Officer who

ends up on afternoon shift but did not select afternoon shift as his first or second choice during bidding season shall instead receive the sixteen dollar (\$16) per week shift premium. These premiums shall be disbursed throughout the year by inclusion in the member's regular paycheck.

***E. Training Pay***

A member shall receive training pay at the rate \$100.00 for every twenty (20) hours of training completed during the previous calendar year.

A. Credit for training is not cumulative.

B. In order to qualify for credit, any training shall be approved by the Chief in advance of the training.

***F. Specialty Pay***

A member shall receive annual specialty pay at the rate of \$500.00 for each Category 1 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,000 for each Category 2 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,600.00 for each Category 3 specialty he or she holds.

A. Category 1 specialties shall include the following:

1. School Liaison Officer;
2. Training Instructor;
3. Breath Analyzer;
4. K9 Officer;
5. Bike Patrol;
6. Motorcycle Patrol;
7. Civil Disturbance Unit;
8. Accident Reconstructionist;

9. Honor Guard;
  10. Drug Recognition Expert (DRE); and/or
  11. Downtown Resource Officer.
- B. Category 2 specialties shall include the following:
1. CIRT Officer;
  2. Hostage Negotiator; and/or
  3. Dive Team.
- C. Category 3 specialties shall include the following:
1. Detective; and/or
  2. Field Training Officer.
- D. A member may hold and be compensated for multiple specialties.
- E. A member shall maintain and/or hold any required certifications or continuing education to receive compensation for a specialty.
- F. A member shall not perform the duties of a specialty on a temporary or part-time basis without compensation per the guidelines of this Section.

**G. *Education Pay***

A member shall receive education pay for any formal education the member has received in the following manner:

- A. 2 year degree = \$600.00 per year.
- B. 4 year degree = \$1,200.00 per year.
- C. Masters, Law or Doctorate degree = \$1,600.00 per year.



**H. Longevity Pay**

A member shall receive longevity pay in the amount indicated in the table below:

<b>YEARS OF SERVICE</b>	<b>LONGEVITY</b>
1	\$200
2	\$400
3	\$600
4	\$800
5	\$1,000
6	\$1,200
7	\$1,400
8	\$1,600
9	\$1,800
10	\$2,000
11	\$2,200
12	\$2,400
13	\$2,600
14	\$2,800
15	\$3,000
16	\$3,200
17	\$3,400
18	\$3,600
19	\$3,800
20 or more	\$5,000

**I. Certified INPRS Salary**

INPRS pay is based on the salary of an Officer First Class plus five thousand dollars (\$5,000). For the term of this Agreement, the certified INPRS salary shall be as follows:

- A. Effective January 1, 2023 = \$71,327
- B. Effective January 1, 2024 = \$73,184
- C. Effective January 1, 2025 = \$75,161
- D. Effective January 1, 2026 = \$77,266

***J. Maximum for Training, Specialty & Education Pay***

No member shall be entitled to receive more than \$4,800.00 per year for any combination of Training Pay (the above subsection E), Specialty Pay (the above subsection F), and/or Education Pay (the above subsection G).

***K. Clothing and Uniform Allowance***

A basic City uniform, clothing, and accessory issue shall be established by general order. This initial issue shall be at the City's expense.

A. All maintenance, repair, replacement, cleaning and upkeep of a member's uniform is to be borne by the individual member.

B. The following items (which remain the property of the Department) shall be maintained, repaired, replaced and cleaned by the City, unless the below items are damaged, misplaced, or stolen due to a member's negligence or misuse:

1. Helmet
2. Gas mask (if issued)
3. Firearm, magazines and duty ammunition
4. Handcuffs; 1 pair with 2 keys
5. Portable radio and batteries
6. Hat badge, uniform badge, and all uniform patches
7. Identification card
8. Defensive weapons
9. Bullet proof vest
10. Rifle plates and carrier

C. Changes in style or additional clothing or equipment mandated by the Department shall be furnished at City expense.

D. An allowance to defray the costs of the replacement, purchase, maintenance, etc. of a member's uniform and equipment in the amount of five hundred dollars (\$500.00) shall be provided by the City to each member. This allowance shall be paid in one lump sum on the pay date immediately preceding June 15 each year. If a member ceases to be employed by the Department prior to June 15, he or she shall not be entitled to any portion of that year's clothing allowance.

***L. Benefit Leave Donation***

A member may request that a benefit bank be established for a qualifying event under the FMLA. Eligibility shall be determined by the Human Resources Department and the member shall be required to utilize one-half (1/2) of his or her Benefit Leave before utilizing donated leave. Each member may donate a maximum of six (6) Benefit Leave days per calendar year to a benefit bank.

***M. Compensatory Time***

A. A member shall have the option, upon approval by the Chief, of accepting and accumulating compensatory time up to the maximum accumulation in lieu of actual payments for all overtime pay.

1. In order to be able to receive compensatory time, a member shall notify his or her immediate sergeant or lieutenant that he or she wishes to receive compensatory time credit in lieu of the pay he or she is entitled to receive, such notification shall be made during or at the conclusion of the same shift in which the time occurred. Approval of this request shall be

provided as soon as the sergeant or lieutenant has conferred with the Chief.

2. Compensatory time is not available for details which are worked when the City is being reimbursed for the work by a third party, such as Indiana University or the Monroe County School Corporation or by grant.
3. A member who participates in or attends training classes, seminars, retreats or programs shall have his or her work schedule adjusted so as to ensure that his or her training occurs on a day he or she is scheduled to work. For example, a member is scheduled to work on Monday, with Tuesday off. Training is scheduled to occur on Tuesday. The member's schedule shall be adjusted so that Monday is his or her new day off and Tuesday is his or her new selected duty date.

B. No member shall be allowed to accumulate more than forty (40) hours of compensatory time. Exceptions to the forty (40) hour accumulation may only be permitted upon approval of the following: the Chief, the Director of Human Resources and the Mayor.

C. The City retains the sole discretion to grant or deny requests to take compensatory time off when the request is made. Members are encouraged to seek permission to use compensatory time off at least forty-eight (48) hours in advance of when they hope to utilize their compensatory time.

D. Compensatory time, like Benefit Leave, shall only be used as paid time off from work; and, except as set forth in this Section, at no time may it be converted to a cash payment. Compensatory time may be carried forward into each new fiscal year.

1. A member who resigns, retires or otherwise permanently separates from the services of the City shall receive payment for all of his or her accumulated compensatory time hours upon his or her separation from employment with the City in accordance with the standards established by the FLSA. Specifically, a member shall be paid at a rate of compensation not less than:
  - a. The average regular rate received by the member during the last three (3) years of the member's employment; or
  - b. The final regular rate received by the member, whichever is higher.
2. The City, in its sole discretion, at the end of a calendar year, may liquidate all or any portion of a member's compensatory time bank by paying the member such hours at his or her current rate of pay.
3. In the event of a member's death, this payment shall go to the member's beneficiaries.

**SECTION XIII. Insurance Coverage**

**A. *Life Insurance***

The City shall pay the total premium for life insurance on each member in the amount equal to fifty thousand dollars (\$50,000.00) or one hundred thousand dollars (\$100,000.00) in the event of accidental death. In addition, a member may purchase additional life insurance, utilizing the group rate, at his or her own expense.

***B. Health Insurance***

Throughout the term of this Agreement the City shall offer a group medical insurance plan. Each member shall have the option to enroll in any plan offered by the City during open enrollment season. The final decision as to scope of coverage and choice of carrier shall rest with the City.

Each member who elects to participate in the City's group medical insurance plan shall receive a monthly contribution from the City in accordance with the group medical insurance plan provision for City employees. The amount contributed by the City shall not be reduced during the term of this Agreement below the level established for the year immediately preceding the effective date of this Agreement. Such contribution shall be credited to a member's insurance premium monthly, with the balance being deducted from a member's bi-weekly pay checks. At no time during the term of this Agreement shall a member be charged a higher employee contribution than the contribution paid by other City employees.

A member who retires during the term of this Agreement shall be allowed to participate in the City's group insurance plan in accordance with relevant State and Federal laws. The member shall bear the entire cost of such participation, and the premium may be in excess of basic premium for employed members.

Should a member die in the performance of his or her duties as a law enforcement officer, any survivors who have been enrolled in the City's group health insurance plan at the time of death may elect COBRA coverage for a period of up to eighteen (18) months. If such coverage is chosen, the City shall pay the premium(s) for up to six (6) months after the member's death.

## **SECTION XIV. Personnel Matters**

### ***A. Personnel Service Records***

Inspection of documents contained in a member's personnel file shall be in accordance with state law. Each member shall be given a copy of all additions to their personnel file at the time such additions are made.

### ***B. Rights of Members***

The City and the Union hereby acknowledge that all steps must be taken to maintain the integrity of the Department. Accordingly, all members shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities or violations of the Department's Rules & Regulations or General Orders.

When, for any reason, a member is under investigation or subjected to questioning which could lead to disciplinary action, demotion, or dismissal, and to insure that such investigation or questions are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each member, the following rules of procedure are hereby established.

A. The interview shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, unless, in the judgment of the interviewer, the seriousness of the investigation requires an immediate interview.

B. The interview shall take place at the public safety officer's department or an equivalent office setting designated by the interviewer.

C. The interviewer shall inform the public safety officer of the name, rank, and assignment of the officer in charge of the investigation, the interviewer, and all other persons present during the interview.

D. The interviewer shall present the public safety officer with a statement of rights to be signed by the interviewer and the public safety officer. The statement of rights must be in substantially the following form:

STATEMENT OF RIGHTS

I wish to advise you that you are being questioned as part of an official investigation of the Bloomington Police Department. You will be asked questions specifically, directly, and narrowly related to the performance of your official duties as a \_\_\_\_\_ or concerning your fitness for service as a \_\_\_\_\_. You have the constitutional right not to incriminate yourself.

Under no circumstances will your statement be used in any subsequent criminal court action against you. However, factual information contained in the internal affairs file on this investigation, including your statement, is generally discoverable in civil rights litigation filed in federal or state court and may be used to impeach your testimony. In addition, this factual information may be used in any criminal proceeding in which you are a witness.

I further wish to advise you that if you refuse to give a statement or answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to departmental charges that could result in your dismissal from the Bloomington Police Department.

Signed \_\_\_\_\_ (Interviewer).

I have read the above and understand it fully. I sign this statement having been advised of the above rights before any questions have been asked of me.

Signed \_\_\_\_\_ (Police officer).

Date and time \_\_\_\_\_.

E. In a noncriminal case, once a public safety officer is scheduled for an interview under this subsection, the officer in charge of the investigation must provide the public safety officer with a copy of the complaint, if one exists. In a criminal case, the officer in charge of the investigation must inform the public safety officer of the nature of the complaint. The officer in charge of the investigation is not required to disclose the name of the complainant to the public safety officer.



F. An interview session shall be for a reasonable duration of time and must allow for personal necessities and rest periods as reasonably necessary.

G. An interview of a public safety officer as described in this subsection shall be tape recorded at the request of either party. A written transcript must be provided to the public safety officer upon request, at no cost to the public safety officer.

H. If at the time of the interview the public safety officer is under arrest or in custody, the interviewer must completely inform the public safety officer of the public safety officer's federal and state constitutional rights regarding self-incrimination prior to the commencement of the interview.

I. A public safety officer may not be required to waive any immunities under federal or state law at any point in an investigation.

J. A question posed to a public safety officer must specifically, directly, and narrowly relate to the performance of duties or fitness for service as a public safety officer.

K. A public safety officer shall have the right to be represented by an attorney or other representative during an interview where the interview relates to the public safety officer's continued fitness for law enforcement service. The public safety officer shall be provided a reasonable period of time to obtain representation, which may not exceed seventy-two (72) hours from the time of request, unless agreed upon by both parties. The attorney or representative may not participate in the interview, except to advise the public safety officer.

L. The interview shall be limited to two (2) hours duration and there shall be at least six (6) hours between the sessions of interview. Two (2) sessions in twenty-four (24) hours shall not be exceeded unless mutually agreed upon by the City and the member.

M. The member shall not be subjected to offensive language or abuse during the interview and shall be allowed to attend to his or her physical necessities.

N. At no time shall the number of interviewers exceed three (3), the identity of which shall be made known to the member a minimum of four (4) hours prior to the interview. Likewise, the identity of the member's representatives shall be made known to the interviewers a minimum of four (4) hours prior to the interview.

O. It shall not be mandatory for any member of the immediate family of the member to give a statement to the City. Prior to requesting any member of the immediate family of the member to give a statement, the member shall be given twenty-four (24) hours notice.

P. The member shall not be ordered to submit to a lie detector test, psychological stress evaluation or any other mechanical or physical device or test for the purpose of determining veracity or innocent unless:

1. All other avenues of investigation have been utilized; and
2. The examiner is not the City's investigator in the allegations under investigation.

Q. Blood, breath and urine tests for controlled substances are mandatory for a member who is suspected of being under the influence of alcohol or any drug while on duty or acting in his or her official capacity as a police officer for the City.

R. It shall not be mandatory for a member to appear in a police line-up on any administrative investigation.

S. If a member is compelled by threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, or written orders then

neither the statement nor the fruits of the statement may be used against the member in a subsequent criminal prosecution of the member.

T. The interviewers shall forward a report to the Chief which shall contain their findings of the investigation and interview. The Chief shall furnish the member with a written status report, or a disposition, within ten (10) business days of the first interview and every additional twenty (20) business days thereafter until the investigation is completed.

U. Upon completion of the investigation the Chief shall determine the matters as one of the following dispositions:

1. Proper Conduct;
2. Unfounded;
3. Policy Failure;
4. Insufficient Evidence; and/or
5. Improper Conduct.

The disposition shall be provided in writing to the member and any representative.

V. A member who is disciplined as a result of this investigation under the authority of the Chief, as opposed to discipline under the authority of the Board, shall have the right to appeal the action to the Board, in writing, in accordance with state law and the Board's Rules & Procedures.

1. Such appeal shall be made within seventy-two (72) hours after the member receives the discipline.
2. Such appeal shall be submitted to the Board via the Corporation Counsel and the Chief.

3. The appeal shall be submitted in writing, which can occur via email communication.

W. There shall be no restriction of secondary employment during a member's disciplinary suspension unless the member's secondary employment requires the use of his or her police powers.

X. During his or her off-duty hours and while not in uniform or wearing any clothing that identifies him or her as a member of the Department, the member shall be permitted to engage in such political activities as not prohibited by law.

Y. A member shall have the opportunity, at a reasonable time, during office hours to review his or her active personnel file and any closed investigative files in which he or she was the accused. In the event there is any comment adverse to his or her interest in any file, the member shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.

Z. The terms and conditions of this Section shall not apply to any investigation or questioning of a member in the course of counseling, instruction or informal verbal admonishment by, or other routine contact with any supervisor of the Department of the City.

AA. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interview of a member prior to issuing or recommending any disciplinary measure against the member that will result in a loss of forty hours or more of pay, Benefit Leave, or any combination thereof.

BB. In the event there is body camera footage related to an investigation conducted under this Section, the member under investigation shall have the right to view said footage prior

to making any official statements, but shall not have the right to make, receive or retain a copy of the footage.

## **SECTION XV. Grievance Procedure**

The purpose of this grievance procedure is to establish effective process for the fair, expeditious and orderly adjustment of grievances. The informal resolution of grievances is urged, and it is encouraged that grievances be resolved at the lowest possible level of supervision.

Grievances shall be processed according to the following procedures:

A. Step 1. A member who feels he or she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his or her grievance with his or her Captain, or his or her designee, with or without the presence of a Union representative, within six (6) business days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.

B. Step 2. The Captain, or his or her designee, shall render a written answer within six (6) business days after said discussion with a copy of said answer going to the aggrieved member, the Union representative, and the Chief.

C. Step 3. If the grievance is not satisfactorily settled by the above procedure, the member, or his or her designee, shall submit a written formal complaint containing all facts and circumstances surrounding the grievance and present it to the Chief within six (6) business days after receipt of the Step 2 answer.

1. The Chief and the aggrieved member, with the member's representative, shall meet within six (6) business days of the Chief's receipt of the formal written complaint in order to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Chief shall provide the aggrieved member with his or her written answer to the grievance.

D. Step 4. If the grievance is not satisfactorily settled at Step 3, the member, or his or her designee, may appeal to the Mayor within six (6) business days of the Step 3 decision.

1. The Mayor, or the Mayor's designee if the Mayor is unavailable, and the aggrieved member, with his or her designee, shall meet within six (6) business days of the Mayor's, or the Mayor's designee if the Mayor is unavailable, receipt of the member's appeal to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Mayor, or the Mayor's designee if the Mayor is unavailable, shall provide the Chief, the aggrieved member, and the aggrieved member's representative with his or her written answer to the grievance.
3. The decision by the Mayor, or the Mayor's designee if the Mayor is unavailable, shall be final.

E. A member may choose to decline the representation of the Union for the grievance procedure. A member may also discontinue Union representation at any time with written notification to the President of the Union and to the City's appropriate representative of the next grievance Step.

F. Time limits at any step of the grievance procedure may be extended only by mutual agreement, in writing, between the City and the Union or the member acting without Union representation. Forfeiture of Union representation at any time during the grievance procedure does not warrant additional time.

1. In the event an aggrieved member or the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the City's last answer.
2. In the event the City fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer was to be due.

G. The City shall not refuse to meet, negotiate or confer on grievances with representatives of the Union as set forth in this Agreement.

H. All parties are entitled to representation by counsel at any point from Step 3 forward.

#### **SECTION XVI. Private Vehicle Parking**

While on duty, members shall be provided with parking in a designated area within three (3) blocks of the Department. If a permit is required, the net cost shall not exceed Ten Dollars (\$10.00) per year.

**SECTION XVII. Union Matters**

***A. Bulletin Boards***

The Union shall have access to all bulletin boards, voice mail and electronic mail channels of communication within the Department for information from either the Union or the Committee.

***B. Negotiation Time Off***

During the term of this Agreement, subject to the approval of the Chief, time away from duty when scheduled for duty shall be extended to Union members for participation in meetings or negotiation sessions with the City, attendance at collective bargaining or negotiation workshops, or other legitimate Union business.

A. Requests for time away from duty shall be submitted to the Chief, and approval shall not be unreasonably withheld.

B. The Union membership, as a whole, shall have up to one hundred and fifty (150) hours to conduct or participate in activities herein for each singular year covered by this Agreement.

C. No hours from this bank shall be carried forward past the expiration of any singular year covered by this Agreement.

D. Time spent by the Union's bargaining team in contract negotiations with the City's bargaining team shall not count toward the one hundred fifty (150) hour maximum established in this section. However, time spent preparing for bargaining or attending training sessions shall be counted toward the one hundred fifty (150) hour limit.

E. No more than two (2) Union members shall be extended time away from duty simultaneously.



F. Union members shall not be compensated by the City for time spent on Union business during a member's off-duty time, except that Union members may be compensated, subject to the approval of the Chief, for off-duty attendance at training or seminars regarding collective bargaining and/or negotiation strategy.

1. Such time shall be counted toward the one hundred fifty (150) hour maximum established in this Section.
2. Such compensation shall be compensatory time at straight time, unless the Chief approves a Union member's request for overtime pay in lieu of compensatory time off.

**SECTION XVIII. Interdepartmental Transfer**

The City values the public service provided by members. Transfer from the Department to a civilian position or the Fire Department shall be as follows:

- A. Any accumulated Benefit Leave shall be taken before transfer from the Department or paid to the member.
- B. The member shall receive and accumulate Benefit Leave days based on one-half (1/2) of the member's respective years of service, as applied to either the Fire Department's or Civil City's vacation schedule. As an example, if the member has twenty (20) years of service with the Police Department, he or she shall receive the same number of vacation days as an employee with ten (10) years of service with the Fire Department or Civil City.
- C. If the transfer is to the Fire Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time shall be taken during the first six (6) months of employment in the new position.

D. The member shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

E. The member shall receive no other benefit from transfer (including, but not limited to, longevity or training steps) and must start at the step required for all new employees, including completion of the probationary period.

**SECTION XIX Negotiation Schedule**

In accordance with BMC § 2.32, the parties shall meet at mutually agreeable times in 2026 in order to negotiate a collective bargaining agreement to take effect January 1, 2027. In the event that a new agreement is not reached before December 31, 2026, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until an agreement on a new collective bargaining agreement is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective upon the date this Agreement is ratified by the Common Council through December 31, 2026, unless otherwise specified in this Agreement.

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John Hamilton, Mayor  
City of Bloomington

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Paul Post, President  
Don Owens Memorial Lodge 88  
Fraternal Order of Police, Inc.

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Susan Sandberg, President  
Bloomington Common Council

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE DON OWENS MEMORIAL LODGE 88,  
FRATERNAL ORDER OF POLICE, INC.

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## Introduction

This Agreement is entered into by and between the City of Bloomington, Indiana (hereafter "City") and the Indiana Fraternal Order of Police Labor Council, Inc. by and for the members of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc. (hereafter "Union") under the authority of Bloomington Municipal Code § 2.32, entitled Police Collective Bargaining.

The City and the Union recognize and declare that they have bargained collectively with respect to terms and conditions of employment for police officers, and it is their desire and in the best interests of the citizens of the City of Bloomington to promote harmonious relations between the City and the Union and improve police protection for the citizens of the City. Understandings reached have been incorporated into this written Agreement which shall provide an orderly, equitable and binding resolution.

If this Agreement is silent on a policy, procedure or matter the City's Personnel Manual shall apply.

IT IS THEREFORE AGREED AS FOLLOWS:

### **SECTION 1. Definitions**

The following words and terms shall have the following meanings:

"Agreement" means this Collective Bargaining Agreement entered into between the City and the Union.

"Benefit Leave" means paid time off for a member in accordance with this Agreement.

~~Thirteen~~~~Sixteen~~ of the provided Benefit Leave days are provided in recognition of the fact that non-union employees of the City receive certain governmental holidays off each year with pay.

"Bereavement Leave" means an additional form of paid leave which is available to any member who has completed his or her initial probationary period of employment, which shall be used for the attendance of funeral matters if certain individuals of a member's family passed away.

"BMC" means the Bloomington Municipal Code.

"Board" means the City of Bloomington Board of Public Safety established in accordance and under Ind. Code § 36-8-3-1 *et seq.*

"Business day" means a measure of time which occurs between Monday through Friday, from 8 a.m. to 5 p.m. local time, and excludes weekends and holidays recognized by the City.

"Chief" means the Police Chief for the City and/or his or her designee(s).

"Committee" means the Labor Management Committee created by this Agreement.

~~"Contractual overtime" means the thirty-six dollar per hour rate described in Section XII of this Agreement.~~

"Department" means the City Police Department.

"FLSA" means the Fair Labor Standards Act.

"FMLA" means the Family and Medical Leave Act.

"FOP 88 Board" means the executive officers elected in accordance with the governing by-laws of the Don Owens Memorial Lodge 88, Fraternal Order of Police, Inc.

"FOP Labor Council, Inc." means the Indiana Fraternal Order of Police Labor Council, Inc., selected by the members of the bargaining unit to represent them.

"Grievance" means any difference that may arise between the parties or between the City and a member covered by this Agreement as to any matter involving the interpretation, meaning, application, or violation of the provisions of this Agreement.

"INPRS" means the Indiana Public Retirement System.

"Light duty" means a short-term, temporary assignment of duties, approved by a healthcare provider and the Chief, to which a member is assigned during recovery from illness or injury and based on the medical, physical and/or psychological restrictions of the member.



"Mate" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. The individuals reside within the same residence, are not married to anyone else, do not have another mate or domestic partner, and are not related by blood.

"Mayor" means the duly elected Mayor of the City of Bloomington, Indiana, and as described in Ind. Code § 36-4-5-2.

"Member" means any individual who is subject to the Agreement between the City and the Union in accordance with BMC § 2.32.020.

"Overtime pay" means a rate of pay equal to time and one-half an individual member's regular rate of pay.

"Registered domestic partner" means an individual who is in a committed relationship of indefinite duration with a City employee, with an exclusive, mutual commitment similar to that of marriage and who have registered as partners with the City's Human Resources Department in accordance with the City's Domestic Partnership Policy. The partners share the necessities of life and agree to be financially responsible for each other's well-being, including basic living expenses. Domestic partners are not married to anyone according to the laws of the State of Indiana. Under the City's Domestic Partnership Policy, the domestic partners must declare under

oath that they are not related by blood closer than permitted under marriage laws of the State of Indiana; that they are not married according to the laws of the State of Indiana; that they are at least eight (18) years of age and have the capacity to enter into a contract; that they have no other domestic partner; that they share a household; and that they are jointly responsible to each other for the necessities of life. The City may require documentation substantiating these declarations in accordance with the City's Domestic Partnership Policy.

"Regular hourly rate" has the same meaning as what the FLSA considers to be included in an employee's regular rate of pay.

"Seniority date" means the date of original hire with the Department. For those members who are hired on the same date, their ranking on the Board's hiring list shall be the deciding factor of order of seniority. This seniority list shall be documented by a member's Personal Identification Number (PIN) issued by the City upon being hired, with a lower number signifying a higher seniority. (Example: 1200 has more seniority than 1201).

"Shift Rep" means a member of the Bargaining Unit elected by January 15 each year by each Uniform shift and Detectives as the representative of his/her respective shift or unit.

## **SECTION II. Terms and Conditions of Agreement**

This Agreement between the parties constitutes a settlement of all bargainable issues, as defined in BMC § 2.32, for calendar years **2023, 2024, 2025, and 2026**~~2019, 2020, 2021, and 2022~~, unless otherwise specified herein. The terms and conditions of this Agreement shall not be

retroactive in any manner ~~(the benefits and compensation provided by this Agreement shall not be retroactively applied to the start of calendar year 2019)~~. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

A. Receipt in each and every year of the Agreement by the City of no less than one million, two-hundred thousand dollars (\$1,200,000.00) from the Utility Department of the City in satisfaction of what is commonly known as the "Interdepartmental Agreement."

B. The City being legally authorized in each and every year of the Agreement to increase its *ad valorem* property tax by a minimum of three percent (3%) rate of growth over the previous year's maximum permissible *ad valorem* property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible *ad valorem* property tax levy for the preceding year (beginning with fiscal year ~~2023~~<sup>19</sup>) as provided for and defined in Ind. Code § 6-1.1-18.5-1 *et seq.* entitled "Civil Government Property Tax Controls." The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

C. Receipt in each and every year of the Agreement by the City of no less than ~~seven million, five hundred thousand~~ **twelve million, seven hundred thousand** dollars **(\$7,512,700,000.00) from the certified shares of the City's portion of the Local Income Tax distribution as provided for and defined in Indiana Code § 6-3.6-1 et seq. entitled "Local Income Taxes" and receipted into the City's general fund.** ~~as County Option Income Tax distribution as provided for and defined in Ind. Code § 6-3.5-6-1 et seq. entitled "County Option Income Tax."~~

D. Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City shall be fully funded by the source from which such change originates.

E. In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Section XII for all subsequent years covered by this Agreement. The City shall inform the Union of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to BMC § 2.32, and following. In the event that BMC § 2.32.040, "Issues Subject to Bargaining" is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue (or issues) for all subsequent years covered by this Agreement.

### **SECTION III. Management Rights**

This Agreement shall not be deemed in any way to limit or diminish the authority and responsibility of the City to manage and direct the operation and activities of the City and the Department, including the police operation and activities, to the full extent authorized or permitted by law.

Nothing in this Section shall be construed to negate the clear and unambiguous meaning of this Agreement.

### **SECTION IV. Labor-Management Committee**

The City and Union agree to form a joint Committee which shall consist of two representatives appointed by the Mayor and two representatives appointed by the Union. The Committee shall meet quarterly or as needed and may discuss, *inter allia*, issues not subject to bargaining pursuant to BMC § 2.32. The results of the Committee deliberations shall be in the form of a recommendation forwarded to the Chief. The Chief shall have thirty (30) days to forward the recommendation to the Board along with his or her comments. The Board may then consider the recommendation at a subsequent regularly scheduled meeting.

In the event the Chief is a member of the Committee, the recommendation shall be forwarded directly to the Board along with any comments, pro or con, from Committee members.

#### **SECTION V. Duties of Members**

A member's duties shall be outlined in job descriptions maintained in the office of the Chief and the City's Human Resources Department. These files shall be accessible to the members during normal working hours of the Chief's Office and the City's Human Resources Department.

#### **SECTION VI. Hours of Employment**

Pursuant to 29 U.S.C. § 207(k) of the FLSA, the City has established a **fourteen (14) day** ~~twenty-eight (28) day~~ work period for members.

A member assigned to the Detective Division, but not assigned to the Special Investigations Unit, shall work five (5) eight (8) hour days, Monday through Friday, with two (2)

days off, Saturday and Sunday, without regard to recognized holidays, and shall not be assigned to be "on-call" more than one (1) Saturday and Sunday per month.

A member assigned to the Special Investigations Unit shall work forty (40) hours per calendar week, with his or her typical work schedule to be Monday through Friday with five (5), eight (8) hour days, without regard to recognized holidays. A member assigned to the Special Investigations Unit shall have a fluctuating work schedule, provided the fluctuating work schedule is necessitated by the nature of the work required by the Special Investigations Unit. The Lieutenant of the Detective Division shall have the authority to determine if a member's desire to fluctuate his or her work schedule is a necessity of the nature of his or her work with the Special Investigations Unit.

A member assigned to the Detective Division or the Special Investigations Unit at the effective date of this contract may continue said assignment, subject to their right to elect to return to the Uniform Division pursuant to Section VIII of this Agreement.

Detective members may be assigned to a one (1) week "on-call" status. Detectives assigned "on-call" may choose to be compensated with four (4) hours of overtime pay, in addition to a minimum four (4) hours of overtime call-out pay and overtime pay for any amount over four (4) hours. "On-call" shall mean from 9:00 a.m. on Friday to the following Friday at 9:00 a.m. In the alternative, detectives may choose to receive a compensatory day off in lieu of "on-call" overtime pay. No detective shall be assigned on-call duty in excess of eight (8) weeks per calendar year.

A member assigned to the Uniform Division shall work six (6) consecutive eight and a half (8.5) hour days with three (3) consecutive days off, without regard to recognized holidays.

These shifts shall be (morning shift) 5:30 a.m. to 2:00 p.m.; (afternoon shift) 1:30 p.m. to 10:00 p.m.; and (night shift) 9:30 p.m. to 6:00 a.m. Any change in shift hours shall be announced by the Chief no less than one (1) month prior to the beginning of the "bidding season" as referenced in Section VIII. Exceptions to shift hours as set in this Agreement shall be high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol. Every effort shall be made to ensure that shifts manned exclusively by volunteers other than those that currently exist (i.e. high intensity patrol, bike patrol, downtown resource officers, K9 officers, and motorcycle patrol) shall be staffed in such a manner that shift bids by seniority shall not be compromised. In the event any additional shifts are deemed necessary by the Chief, said shifts shall not be added without consultation with and approval by the Committee. In the event that no consensus can be reached by the Committee on the addition of said shift(s), the issue shall be forwarded to the Board for final resolution.

#### **SECTION VII. Meals and Rest Breaks**

A member is entitled to meal and rest breaks for a period not to exceed one (1) hour for each eight (8) hours worked. Work periods for less than four (4) hours do not entitle a member to a break. Extended work periods of twelve (12) or more hours entitle a member to an additional half (1/2) hour break for each four (4) hours period in excess of eight (8) hours.

Breaks shall be taken at times acceptable to shift supervisors and are subject to cancellation or interruption because of emergencies or staff shortages. The member shall be entitled to resume the break at the next opportunity to do so and at the shift supervisor's discretion.

## **SECTION VIII. Shift Transfers**

All shift transfers shall conform to the following procedures:

A. **Except as noted below, B**etween ~~December 1 and December~~**November 15 and November 30** for each year affected by this Agreement, a "bidding season" shall be open for each member hired prior to January 1, 2020, to submit their first, second and third bids for a shift assignment in the Uniform Division. Members hired after January 1, 2020 shall submit a first, second, and third preference for a shift assignment in the Uniform Division. A member may submit bids or preferences for shift assignments only and not any particular shift rotation. **The Chief will make best efforts to publish a list of shift assignments within a week of the end of the bidding season. The Chief may restore the "bidding" season to December 1 through December 15 in any of the contract years if further time is needed to assess anticipated staffing levels in the following year, or the change to the November dates causes other administrative problems.**

1. The Chief retains the authority and responsibility for the determination of the required staffing level assigned to each shift.
2. Shift assignments become effective on the first (1st) day of January of each year of this Agreement following the "bidding season".
3. Shift assignments for those officers who submit a shift bid shall be based solely upon seniority, with the most senior members being assigned to their preferred shifts first. Shift assignments for those officers who submit a shift preference shall be allocated by the Chief, or his/her designee, to any remaining open spots. Every effort shall be made to place those officers who submit a shift preference on their preferred shifts based upon



seniority except in circumstances where the needs of the Department in terms of experience, skill sets, or specialty functions require that officers be assigned outside of their preferred shift.

B. In accordance with Section VIII(A)(1), the Chief shall establish each shift’s staffing level, taking into account the needs of the Department regarding certain specialty assignments, including but not limited to CIRT, K-9, and Motorcycle Patrol. After the Chief has allocated spots among the shifts, seventy-five percent (75%) of the spots so-allocated shall be considered biddable. The seventy-five percent (75%) calculation to determine the total number of biddable spots shall be performed individually for each shift and not on the aggregate number of spots across all three shifts added together. If the seventy-five percent (75%) calculation does not result in a round integer of biddable spots for a shift but instead results in a leftover fraction of a biddable spot for a shift, the total number of biddable spots shall be “rounded down” so that a fraction of a biddable spot shall not count as a biddable spot on the shift. For illustrative purposes only, consider the example set forth below.

<b>Shift</b>	<b>Number of Spots Allocated by the Chief on December 1</b>	<b>Total Number of Biddable Spots on Each Shift after 75% Computation</b>
Morning	18	13.5 (rounded down to 13)
Afternoon	22	16.5 (rounded down to 16)
Night	20	15

The non-biddable spots on each shift shall be filled in accordance Section VIII(A)(3).

The Chief retains the authority under Section VIII(A)(1) to modify each shift’s staffing level from time-to-time throughout the year as may be necessary. However, as stated in Section VIII(G) of this Agreement, the Chief does not have the authority to alter the shift assignment of an officer who submits a successful bid for a particular shift, except as permitted by Section VIII(G).

C. A member assigned to the Uniform Division may not request, nor be granted an assignment to the Detective Division or other position in the Department solely on the basis of seniority. The "bidding season" described in paragraph (A) shall apply to assignments only within the Uniform Division.

D. Members may agree to temporarily exchange shifts for full or partial days with the approval of their supervisors. Shift differential pay shall not be altered unless the temporary exchange is in excess of thirty calendar (30) days.

E. A member in the Detective Division or other position within the Department, with the approval of the Chief, the approval of which shall not be unreasonably withheld, may return to the Uniform Division by:

1. Requesting transfer to the Uniform Division; or
2. Requesting transfer to a desired shift during "bidding season" of each year of this Agreement.

F. A member may request a shift transfer outside of the "bidding season" for special circumstances such as medical or family needs. A member must submit supportive documentation of the special circumstances, including the reasons the present assignment cannot reasonably be fulfilled. The Chief shall retain the final authority for such reassignment based upon special circumstances. Such reassignment shall not exceed ninety calendar (90) days.

G. For officers who submit shift bids, shift assignments may be altered during this Agreement only by the procedures indicated in this Section and also by:

1. Agreement of the City and the Union; or
2. In the event of a civil emergency declared by the Mayor; or

3. By order of the Chief on a temporary basis (not to exceed one hundred and twenty (120) calendar days per year), due to a manpower shortage as expressed in writing to the Board and the Union. In the case of a declaration of civil emergency by the Mayor, or a temporary order by the Police Chief, members shall be paid at current Agreement rates of accumulation and pay for all time worked outside their regular schedule;  
or
4. During the Friday, Saturday and Sunday directly associated with the Indiana University Little 500.

**SECTION IX. Strike Prohibition**

The Union shall not engage in nor sanction any strike during the life of this Agreement or any extension thereof.

**SECTION X. Layoffs**

In the event that the City may find layoffs necessary the City shall determine the number of members to be laid off.

A member with the lowest seniority date shall be laid off first and recalled last. A member that has been laid off shall be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel shall not be hired as the result of a layoff to perform the duties of a member.

**SECTION XI. Leaves**

**A. *Benefit Leave***

A. A member shall receive Benefit Leave by the following formula:

1. A member who has completed one (1) year of employment shall receive twenty-~~nine~~~~eight~~ (29) days of Benefit Leave per calendar year, with the entire allotment of Benefit Leave days being credited to a member on the first day of each calendar year applicable to this Agreement.

2. One additional day of Benefit Leave per year shall be added at the beginning of the calendar year of the five (5) through twenty-~~six~~~~five~~ (25~~6~~) year anniversary dates of employment.

3. Benefit Leave days under this section shall not exceed fifty (50) days per calendar year.

B. Benefit Leave may be taken subject to approval by the member's supervisor, which shall not be arbitrarily withheld.

C. The minimum amount of Benefit Leave taken at any one time shall be no less than one-half hour, but additional time after the first one-half hour may be used on increments of fifteen (15) minutes.

D. ~~No accumulated Benefit Leave shall be carried over into the next calendar year.~~ **Members of the Uniform Division shall be entitled to carry over up to fifty-one (51)**

**benefit leave hours each year and members of the Detective Division shall be entitled to carry over up to forty (40) hours each year. Carried-over benefit leave hours must be used during the year into which they are carried and may not be carried over for a second time.**

E. In addition, any member who resigns or retires shall be eligible to receive all Benefit Leave time he or she has already accrued and a credit for the as yet earned Benefit Leave prorated over the entire year by payroll periods and based upon the last day the member is actually present and working. For the purposes of Benefit Leave credit, only sixteen (16) Benefit Leave days are subject to pro-ration. The formula for pro-ration is as follows:

1. Sixteen (16) Benefit Leave days divided by the number of payroll periods in a calendar year, times the number of payroll periods worked by the member during said calendar year.
2. The number of payroll periods worked by the member shall include any partial payroll periods worked, even if only (1) day of the payroll period was worked by the member.
3. The number of days a member shall receive credit for earning shall be rounded up to include an extra full day of earned Benefit Leave if the calculation contains a decimal of .5 or above, and rounded down if below .5. (For example, a member "eligible" for twenty-~~nine~~**eight** (28**9**) Benefit Leave days in 20~~23~~**19** works his or her last day on October 2, 20~~19~~**23**. The calculation is sixteen (16) days divided by twenty-six (26) payroll periods = .615, times twenty (20) periods worked = 12.3 days. This member is entitled to receive twelve (12) prorated Benefit Leave days and

the ~~thirteen~~ ~~welve~~ (123) Benefit Leave days not subject to pro-ration for 202319).

4. If a member leaves before the end of a calendar year, he or she may be required to compensate the City for a portion of the used Benefit Leave days:
  - a. If a member has exhausted all of his or her Benefit Leave; and
  - b. There remains recognized paid holidays on the City's calendar for non-union employees; then
  - c. A member shall compensate the City the number of Benefit Leave days he or she utilized in an amount equal to the number of remaining recognized paid holidays for non-union City employees.

***B. Bereavement Leave***

Bereavement Leave is available after completion of a member's initial probation period.

A. Upon the death in a member's immediately family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of a mate, or step equivalents thereof) the member shall be granted three (3) days of leave with pay for the attendance of funeral matters.

B. Upon the death of a relative other than immediate family (grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof), the member shall be granted one (1) day leave with pay for the attendance of funeral matters.

C. Bereavement Leave shall be granted at the member's request, unless extreme circumstances, including but not limited to civil emergency or manpower shortage, require rescheduling of such leave.

D. Additional leave in the above cases, or leave in connection with the death of other relatives or friends, may be granted with pay at the discretion of the Chief by using Benefit Leave.

E. Special circumstances involving time off work as a result of the death of a friend or family member may be approved without pay at the discretion of the Chief.

F. For purposes of this provision, one day of leave equals the number of hours the member would regularly have been scheduled to work on the day taken off or the average number of hours worked per day. Also for the purposes of this provision, "other leave" does not include sick leave.

G. This Section in no way prohibits a member from using Benefit Leave in the event he or she experiences the death of a friend or family member, the ability to use Benefit Leave shall not be arbitrarily withheld.

### ***C. Sick Leave***

A member shall report sick only when he or she is suffering from an illness or injury which would prevent him or her from properly performing his or her assigned duties.

A. Such report shall be made to the commanding officer or on-duty supervisor at least one (1) hour prior to reporting time for each tour of duty.

B. Sick leave in excess of two (2) work days in a specified work week shall require a doctor's statement. That statement shall be forwarded to the Chief. The statement shall include the expected date of return and specify any limitations of duty.

C. The Chief or Board may order a member to consult a physician, psychiatrist, or clinic regarding a physical or psychological condition for the purpose of obtaining a second

opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the member. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

D. A member shall be entitled to sick leave with full-pay without limitation, subject to processing of medical disability pension status under current Indiana law.

E. Additionally, the City shall pay for the medical expenses of the member in accordance with Indiana law at the time of the illness or injury. Such expenses shall be paid by the City to the extent that such expenses are not reimbursed by the member's medical insurance or worker's compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the member was on the City's medical insurance plan.

F. A member who is unable to perform his or her full duties due to temporary medical limitations documented by a physician and provided to the Chief as indicated herein, may be assigned to light duty, at the discretion of the Chief, so long as the reassignment is consistent with the recommendation of a physician that such reassignment shall not jeopardize the health, safety, and welfare of the member. Where a member has been ordered to consult a physician hired by the City in accordance with Section C above and the opinion of the City's physician with regard to light duty capabilities is in conflict with the member's physician, the opinion of the City's physician shall control. However, where a member has consulted his/her personal physician and his/her personal physician is a specialist in the field related to the member's injury, the City will either (1) follow the light-duty restrictions recommended by the member's specialist or (2) send the member to a specialist, in the field related to the member's



injury, of the City's own choosing at the City's expense for a second evaluation, which shall control.

## **SECTION XII. Compensation**

### ***A. Pay Days***

Members shall be paid their wages bi-weekly every other Friday. An annual bi-weekly schedule of pay days shall be posted before the first pay day of the calendar year.

When possible, **holdover pay, off-duty pay, and** overtime pay shall be paid with the next pay check following the period such overtime pay was earned.

When possible, errors in a member's pay shall be corrected no later than the next pay period.

### ***B. Basic Salary Ordinance***

The City shall contribute four percent (4%) of the salary of a fully paid officer first class to INPRS on behalf of each member throughout the term of this Agreement. These contributions are based on the salary of an officer first class plus twenty (20) years longevity and they are permitted under the authority of Ind. Code § 36-8-8-8.

~~In 2019, a one-time one-thousand dollar (\$1,000) bonus, which shall not be added to the members' base salaries, shall be paid to all members. This bonus shall be paid on the pay date immediately following December 15.~~ For 2023,19-, the base salary rate of all members subject to this Agreement shall increase by **thirteen and seventeen hundredths percent (13.17%) for Officers First Class and by twelve and sixty-seven hundredths percent (12.67%) for Senior Police Officerstwo percent (2.0%)** and shall be as follows:

Officer 1st Class	<del>\$66,327</del> 53,974.00
Senior Police Officer	<del>\$69,263</del> 56,614.00

~~This 2019 increase shall not be retroactive and, due to the late nature of the parties' concluding negotiations, this 2019 increase shall not be applied to any 2019 pay cycles. However, each member's 2020 salary increase shall be calculated against the base salaries cited immediately above.~~ Effective January 1, 2024~~0~~, the base salary rate of all members subject to this Agreement shall increase by two and ~~sixty five hundredth~~**eight tenths** percent (2.~~8065~~**8065**%) and shall be as follows:

Officer 1st Class	<del>\$68,184</del> 55,405
Senior Police Officer	<del>\$71,202</del> 58,114

Effective January 1, 2025~~1~~, the base salary rate of all members subject to this Agreement shall increase by two and ~~nine~~**eight**-tenths percent (2.~~890~~**890**%) and shall be as follows:

Officer 1st Class	<del>\$70,161</del> 56,956
Senior Police Officer	<del>\$73,267</del> 59,742

Effective January 1, 2026~~2~~, the base salary rate of all members subject to this Agreement shall increase by ~~threetwo and nine tenths~~ percent (2.~~903.0~~**903.0**%) and shall be as follows:

Officer 1st Class	<del>\$72,266</del> 58,608
Senior Police Officer	<del>\$75,465</del>

~~61,474~~

**C. Holdover and Off-Duty ~~Overtime~~ Pay**

A. ~~Members shall~~**Any time a member is called in from off duty, they shall be paid their regular hourly rate or, when required by the FLSA, the applicable FLSA overtime rate receive thirty six dollars (\$36.00) per hour of contractual overtime when an**

~~officer is called in from off duty. Any time a member is called in from off duty, they shall receive a minimum of at an established~~ two (2) hours pay with no maximum limit. The minimum of two (2) hours ~~contractual overtime~~ pay shall not include holdover from a regularly scheduled duty shift. In the event that an officer is in a holdover after regularly scheduled duty hours, ~~the contractual overtime~~ pay shall be **computed paid** as described in the below subsection (D).

B. When a member testifies pursuant to a subpoena issued on a duty-related matter, the member shall be compensated for a minimum of two (2) hours ~~pay at the contractual overtime rate of thirty-six dollars (\$36.00)~~. In the event the member's subpoena-mandated appearance is cancelled, the member shall be compensated with two hours of pay ~~at the contractual overtime rate of thirty-six dollars (\$36.00)~~, unless the member received at least two (2) hours of advance notice of the cancellation.

C. ~~The contractual overtime rate of thirty-six dollars (\$36.00) provided in this Section shall be paid in situations where the member does not reach the FLSA threshold during a work period.~~ When a member reaches the FLSA threshold of **eighty-six (86)** ~~one hundred and seventy-one (171)~~ hours in a work period, the member shall be paid at one and a half times the regular rate of his or her pay.

D. One-quarter (1/4) hour payments shall be paid in the following increments: two to fifteen (1-15) minutes equal one quarter (1/4) hour; sixteen to thirty (16-30) minutes equals one half (1/2) hour; thirty-one to forty-five (31-45) minutes equals three-quarter (3/4) hour; and forty-six to sixty (46-60) minutes equals one (1) hour.

#### ***D. Shift Differential***

A member regularly assigned to the afternoon shift and night shift shall receive a shift differential pay throughout the term of this Agreement as follows:

Afternoon Shift	\$16.00 per week
Afternoon Shift for certain Senior Police Officers	\$50.00 per week
Night Shift	\$20.00 per week

In order to be eligible for the fifty dollar (\$50) per week afternoon shift premium, a Senior Police Officer must successfully bid for afternoon shift as his/her first or second choice during the “bidding season” described in Section VIII(A) of this Agreement. A Senior Police Officer who ends up on afternoon shift but did not select afternoon shift as his first or second choice during bidding season shall instead receive the sixteen dollar (\$16) per week shift premium. These premiums shall be disbursed throughout the year by inclusion in the member's regular paycheck.

***E. Training Pay***

A member shall receive training pay at the rate \$100.00 for every twenty (20) hours of training completed during the previous calendar year.

- A. Credit for training is not cumulative.
- B. In order to qualify for credit, any training shall be approved by the Chief in advance of the training.

***F. Specialty Pay***

A member shall receive annual specialty pay at the rate of \$500.00 for each Category 1 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,000 for each Category 2 specialty he or she holds. A member shall receive annual specialty pay at the rate of \$1,600.00 for each Category 3 specialty he or she holds.

- A. Category 1 specialties shall include the following:

1. School Liaison Officer;
2. Training Instructor;
3. Breath Analyzer;
4. K9 Officer;
5. Bike Patrol;
6. Motorcycle Patrol;
7. Civil Disturbance Unit;
8. Accident Reconstructionist;
9. Honor Guard;
10. Drug Recognition Expert (DRE); and/or
11. Downtown Resource Officer.

B. Category 2 specialties shall include the following:

1. CIRT Officer;
2. Hostage Negotiator; and/or
3. Dive Team.

C. Category 3 specialties shall include the following:

1. Detective; and/or
2. Field Training Officer.

D. A member may hold and be compensated for multiple specialties.

E. A member shall maintain and/or hold any required certifications or continuing education to receive compensation for a specialty.

F. A member shall not perform the duties of a specialty on a temporary or part-time basis without compensation per the guidelines of this Section.

**G. Education Pay**

A member shall receive education pay for any formal education the member has received in the following manner:

- A. 2 year degree = \$600.00 per year.
- B. 4 year degree = \$1,200.00 per year.
- C. Masters, Law or Doctorate degree = \$1,600.00 per year.

**H. Longevity Pay**

~~Upon the date this Agreement is signed, a member shall receive longevity pay at the rate of \$125.00 per year of service.~~ **A member shall receive longevity pay in the amount indicated in the table below:**

<b>YEARS OF SERVICE</b>	<b>LONGEVITY</b>
<b>1</b>	<b>\$200</b>
<b>2</b>	<b>\$400</b>
<b>3</b>	<b>\$600</b>
<b>4</b>	<b>\$800</b>
<b>5</b>	<b>\$1,000</b>
<b>6</b>	<b>\$1,200</b>
<b>7</b>	<b>\$1,400</b>
<b>8</b>	<b>\$1,600</b>
<b>9</b>	<b>\$1,800</b>
<b>10</b>	<b>\$2,000</b>
<b>11</b>	<b>\$2,200</b>
<b>12</b>	<b>\$2,400</b>
<b>13</b>	<b>\$2,600</b>
<b>14</b>	<b>\$2,800</b>
<b>15</b>	<b>\$3,000</b>
<b>16</b>	<b>\$3,200</b>
<b>17</b>	<b>\$3,400</b>
<b>18</b>	<b>\$3,600</b>
<b>19</b>	<b>\$3,800</b>
<b>20 or more</b>	<b>\$5,000</b>

~~**I. Step Conversion Pay**~~

~~————— Certain members hired prior to 1994 qualified for special compensation known as step conversion pay. A member that qualifies to receive such pay shall receive step conversion pay at the rate of \$100.00 per year. The qualifying number of years a member has earned shall remain constant until the member resigns, retires or otherwise permanently separates from the services of the Department.~~

***IJ. Certified INPRS Salary***

INPRS pay is based on the salary of an Officer First Class plus ~~twofive~~ thousand ~~five~~ ~~hundred~~ dollars (~~\$2,500.00~~**\$5,000**). For the term of this Agreement, the certified INPRS salary shall be as follows:

- A. Effective January 1, 20**23**~~19~~ = **\$71,327**~~54,916~~
- B. Effective January 1, 20**24** = **\$73,184**~~57,905~~
- C. Effective January 1, 20**25**~~1~~ = **\$75,161**~~59,456~~
- D. Effective January 1, 20**26**~~2~~ = **\$77,266**~~61,108~~

***JK. Maximum for Training, Specialty & Education Pay***

No member shall be entitled to receive more than \$4,800.00 per year for any combination of Training Pay (the above subsection E), Specialty Pay (the above subsection F), and/or Education Pay (the above subsection G).

***KL. Clothing and Uniform Allowance***

A basic City uniform, clothing, and accessory issue shall be established by general order. This initial issue shall be at the City's expense.

- A. All maintenance, repair, replacement, cleaning and upkeep of a member's uniform is to be borne by the individual member.

B. The following items (which remain the property of the Department) shall be maintained, repaired, replaced and cleaned by the City, unless the below items are damaged, misplaced, or stolen due to a member's negligence or misuse:

1. Helmet
2. Gas mask (if issued)
3. Firearm, magazines and duty ammunition
4. Handcuffs; 1 pair with 2 keys
5. Portable radio and batteries
6. Hat badge, uniform badge, and all uniform patches
7. Identification card
8. Defensive weapons
9. Bullet proof vest
10. Rifle plates and carrier

C. Changes in style or additional clothing or equipment mandated by the Department shall be furnished at City expense.

D. An allowance to defray the costs of the replacement, purchase, maintenance, etc. of a member's uniform and equipment in the amount of ~~one thousand six five~~ hundred dollars (\$~~1,6500.00~~) shall be provided by the City to each member. This allowance shall be paid in **one lump sum** ~~four (4) equal installments of four hundred dollars (\$400)~~ on the pay date immediately preceding ~~March 15, June 15~~ **each year, September 15 and December 15**. If a member ceases to be employed by the Department **prior to June 15** ~~on any of the dates specified in this subsection~~, he or she shall not be entitled to **any portion of that year's clothing allowance** ~~the quarterly payment associated with said date(s)~~.



***LM. Benefit Leave Buy-Back Time Donation***

~~A. Throughout the term of this Agreement, a member may opt to sell Benefit Leave back to the City at a buy-back rate of two hundred dollars (\$200.00) per day.~~

~~B. A maximum of ten (10) Benefit Leave days per calendar year may be sold back by each member.~~

~~C. A member shall request his or her buy-back of Benefit Leave days no later than November 1st of each calendar year of this Agreement.~~

~~D. A member may request that a benefit bank be established for a qualifying event under the FMLA. Eligibility shall be determined by the Human Resources Department and the member shall be required to utilize one-half (1/2) of his or her Benefit Leave before utilizing donated leave. Each member may donate a maximum of six (6) Benefit Leave days per calendar year to a benefit bank in lieu of selling days back to the City.~~

***MA. Compensatory Time***

A. A member shall have the option, upon approval by the Chief, of accepting and accumulating compensatory time up to the maximum accumulation in lieu of actual payments for all overtime pay.

1. In order to be able to receive compensatory time, a member shall notify his or her immediate sergeant or lieutenant that he or she wishes to receive compensatory time credit in lieu of the pay he or she is entitled to receive, such notification shall be made during or at the conclusion of the same shift in which the time occurred. Approval of this request shall be

provided as soon as the sergeant or lieutenant has conferred with the Chief.

2. Compensatory time is not available for details which are worked when the City is being reimbursed for the work by a third party, such as Indiana University or the Monroe County School Corporation or by grant.
3. A member who participates in or attends training classes, seminars, retreats or programs shall have his or her work schedule adjusted so as to ensure that his or her training occurs on a day he or she is scheduled to work. For example, a member is scheduled to work on Monday, with Tuesday off. Training is scheduled to occur on Tuesday. The member's schedule shall be adjusted so that Monday is his or her new day off and Tuesday is his or her new selected duty date.

B. No member shall be allowed to accumulate more than forty (40) hours of compensatory time. Exceptions to the forty (40) hour accumulation may only be permitted upon approval of the following: the Chief, the Director of Human Resources and the Mayor.

C. The City retains the sole discretion to grant or deny requests to take compensatory time off when the request is made. Members are encouraged to seek permission to use compensatory time off at least forty-eight (48) hours in advance of when they hope to utilize their compensatory time.

D. Compensatory time, like Benefit Leave, shall only be used as paid time off from work; and, except as set forth in this Section, at no time may it be converted to a cash payment.

~~Unlike Benefit Leave, however,~~ eCompensatory time may be carried forward into each new fiscal year.

1. A member who resigns, retires or otherwise permanently separates from the services of the City shall receive payment for all of his or her accumulated compensatory time hours upon his or her separation from employment with the City in accordance with the standards established by the FLSA. Specifically, a member shall be paid at a rate of compensation not less than:
  - a. The average regular rate received by the member during the last three (3) years of the member's employment; or
  - b. The final regular rate received by the member, whichever is higher.
2. The City, in its sole discretion, at the end of a calendar year, may liquidate all or any portion of a member's compensatory time bank by paying the member such hours at his or her current rate of pay.
3. In the event of a member's death, this payment shall go to the member's beneficiaries.

### **SECTION XIII. Insurance Coverage**

#### ***A. Life Insurance***

~~Effective upon the date this Agreement is ratified by the Common Council in 2019,~~ The City shall pay the total premium for life insurance on each member in the amount equal to fifty thousand dollars (\$50,000.00) or one hundred thousand dollars (\$100,000.00) in the event of accidental death. In addition, a member may purchase additional life insurance, utilizing the group rate, at his or her own expense.

#### ***B. Health Insurance***

Throughout the term of this Agreement the City shall offer a group medical insurance plan. Each member shall have the option to enroll in any plan offered by the City during open enrollment season. The final decision as to scope of coverage and choice of carrier shall rest with the City.

Each member who elects to participate in the City's group medical insurance plan shall receive a monthly contribution from the City in accordance with the group medical insurance plan provision for City employees. The amount contributed by the City shall not be reduced during the term of this Agreement below the level established for the year immediately preceding the effective date of this Agreement. Such contribution shall be credited to a member's insurance premium monthly, with the balance being deducted from a member's bi-weekly pay checks. At no time during the term of this Agreement shall a member be charged a higher employee contribution than the contribution paid by other City employees.

A member who retires during the term of this Agreement shall be allowed to participate in the City's group insurance plan in accordance with relevant State and Federal laws. The member shall bear the entire cost of such participation, and the premium may be in excess of basic premium for employed members.

Should a member die in the performance of his or her duties as a law enforcement officer, any survivors who have been enrolled in the City's group health insurance plan at the time of death may elect COBRA coverage for a period of up to eighteen (18) months. If such coverage is chosen, the City shall pay the premium(s) for up to six (6) months after the member's death.

#### **SECTION XIV. Personnel Matters**

##### ***A. Personnel Service Records***

Inspection of documents contained in a member's personnel file shall be in accordance with state law. Each member shall be given a copy of all additions to their personnel file at the time such additions are made.

***B. Rights of Members***

**The City and the Union hereby acknowledge that all steps must be taken to maintain the integrity of the Department. Accordingly, all members shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities or violations of the Department's Rules & Regulations or General Orders.**

**When, for any reason, a member is under investigation or subjected to questioning which could lead to disciplinary action, demotion, or dismissal, and to insure that such investigation or questions are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each member, the following rules of procedure are hereby established.**

**A. The interview shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, unless, in the judgment of the interviewer, the seriousness of the investigation requires an immediate interview.**

**B. The interview shall take place at the public safety officer's department or an equivalent office setting designated by the interviewer.**

**C. The interviewer shall inform the public safety officer of the name, rank, and assignment of the officer in charge of the investigation, the interviewer, and all other persons present during the interview.**

**D. The interviewer shall present the public safety officer with a statement of rights to be signed by the interviewer and the public safety officer. The statement of rights must be in substantially the following form:**

**STATEMENT OF RIGHTS**

**I wish to advise you that you are being questioned as part of an official investigation of the Bloomington Police Department. You will be asked questions specifically, directly, and narrowly related to the performance of your official duties as a \_\_\_\_\_ or concerning your fitness for service as a \_\_\_\_\_. You have the constitutional right not to incriminate yourself.**

**Under no circumstances will your statement be used in any subsequent criminal court action against you. However, factual information contained in the internal affairs file on this investigation, including your statement, is generally discoverable in civil rights litigation filed in federal or state court and may be used to impeach your testimony. In addition, this factual information may be used in any criminal proceeding in which you are a witness.**

**I further wish to advise you that if you refuse to give a statement or answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to departmental charges that could result in your dismissal from the Bloomington Police Department.**

**Signed \_\_\_\_\_ (Interviewer).**

**I have read the above and understand it fully. I sign this statement having been advised of the above rights before any questions have been asked of me.**

**Signed \_\_\_\_\_ (Police officer).**

**Date and time \_\_\_\_\_.**

**E. In a noncriminal case, once a public safety officer is scheduled for an interview under this subsection, the officer in charge of the investigation must provide the public safety officer with a copy of the complaint, if one exists. In a criminal case, the officer in charge of the investigation must inform the public safety officer of the nature of**

**the complaint. The officer in charge of the investigation is not required to disclose the name of the complainant to the public safety officer.**

**F. An interview session shall be for a reasonable duration of time and must allow for personal necessities and rest periods as reasonably necessary.**

**G. An interview of a public safety officer as described in this subsection shall be tape recorded at the request of either party. A written transcript must be provided to the public safety officer upon request, at no cost to the public safety officer.**

**H. If at the time of the interview the public safety officer is under arrest or in custody, the interviewer must completely inform the public safety officer of the public safety officer's federal and state constitutional rights regarding self-incrimination prior to the commencement of the interview.**

**I. A public safety officer may not be required to waive any immunities under federal or state law at any point in an investigation.**

**J. A question posed to a public safety officer must specifically, directly, and narrowly relate to the performance of duties or fitness for service as a public safety officer.**

**K. A public safety officer shall have the right to be represented by an attorney or other representative during an interview where the interview relates to the public safety officer's continued fitness for law enforcement service. The public safety officer shall be provided a reasonable period of time to obtain representation, which may not exceed seventy-two (72) hours from the time of request, unless agreed upon by both parties. The attorney or representative may not participate in the interview, except to advise the public safety officer.**

**L. The interview shall be limited to two (2) hours duration and there shall be at least six (6) hours between the sessions of interview. Two (2) sessions in twenty-four (24) hours shall not be exceeded unless mutually agreed upon by the City and the member.**

**M. The member shall not be subjected to offensive language or abuse during the interview and shall be allowed to attend to his or her physical necessities.**

**N. At no time shall the number of interviewers exceed three (3), the identity of which shall be made known to the member a minimum of four (4) hours prior to the interview. Likewise, the identity of the member's representatives shall be made known to the interviewers a minimum of four (4) hours prior to the interview.**

**O. It shall not be mandatory for any member of the immediate family of the member to give a statement to the City. Prior to requesting any member of the immediate family of the member to give a statement, the member shall be given twenty-four (24) hours notice.**

**P. The member shall not be ordered to submit to a lie detector test, psychological stress evaluation or any other mechanical or physical device or test for the purpose of determining veracity or innocent unless:**

- 1. All other avenues of investigation have been utilized; and**
- 2. The examiner is not the City's investigator in the allegations under investigation.**

**Q. Blood, breath and urine tests for controlled substances are mandatory for a member who is suspected of being under the influence of alcohol or any drug while on duty or acting in his or her official capacity as a police officer for the City.**



**R. It shall not be mandatory for a member to appear in a police line-up on any administrative investigation.**

**S. If a member is compelled by threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, or written orders then neither the statement nor the fruits of the statement may be used against the member in a subsequent criminal prosecution of the member.**

**T. The interviewers shall forward a report to the Chief which shall contain their findings of the investigation and interview. The Chief shall furnish the member with a written status report, or a disposition, within ten (10) business days of the first interview and every additional twenty (20) business days thereafter until the investigation is completed.**

**U. Upon completion of the investigation the Chief shall determine the matters as one of the following dispositions:**

- 1. Proper Conduct;**
- 2. Unfounded;**
- 3. Policy Failure;**
- 4. Insufficient Evidence; and/or**
- 5. Improper Conduct.**

**The disposition shall be provided in writing to the member and any representative.**

**V. A member who is disciplined as a result of this investigation under the authority of the Chief, as opposed to discipline under the authority of the Board, shall have the right to appeal the action to the Board, in writing, in accordance with state law and the Board's Rules & Procedures.**

1. Such appeal shall be made within seventy-two (72) hours after the member receives the discipline.

2. Such appeal shall be submitted to the Board via the Corporation Counsel and the Chief.

3. The appeal shall be submitted in writing, which can occur via email communication.

W. There shall be no restriction of secondary employment during a member's disciplinary suspension unless the member's secondary employment requires the use of his or her police powers.

X. During his or her off-duty hours and while not in uniform or wearing any clothing that identifies him or her as a member of the Department, the member shall be permitted to engage in such political activities as not prohibited by law.

Y. A member shall have the opportunity, at a reasonable time, during office hours to review his or her active personnel file and any closed investigative files in which he or she was the accused. In the event there is any comment adverse to his or her interest in any file, the member shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.

Z. The terms and conditions of this Section shall not apply to any investigation or questioning of a member in the course of counseling, instruction or informal verbal admonishment by, or other routine contact with any supervisor of the Department of the City.

AA. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interview of a member prior to issuing or recommending any

**disciplinary measure against the member that will result in a loss of forty hours or more of pay, Benefit Leave, or any combination thereof.**

**BB. In the event there is body camera footage related to an investigation conducted under this Section, the member under investigation shall have the right to view said footage prior to making any official statements, but shall not have the right to make, receive or retain a copy of the footage.**

~~The City and the Union hereby acknowledge that all steps must be taken to maintain the integrity of the Department. Accordingly, all members shall have the duty to cooperate fully with respect to the investigation of internal charges and to report immediately any illegal activities or violations of the Department's Rules & Regulations or General Orders.~~

~~When, for any reason, a member is under investigation or subjected to questioning which could lead to disciplinary action, demotion, or dismissal, and to insure that such investigation or questions are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each member, the following rules of procedure are hereby established.~~

~~A. The member shall receive a statement explaining the reason for why the interrogation is being conducted at least twenty-four (24) hours in advance of any interrogation.~~

~~1. The statement shall set forth a concise statement of facts as alleged.~~

~~2. The statement shall include the date, time and location of the alleged occurrence.~~

~~3. If the statement is based off of a complaint filed by a citizen, and if the citizen is able, the statement shall contain a physical description of the accused.~~

~~4. The statement shall include all possible disciplinary action that may result if the allegations noted in the statement are sustained. To that end, the statement shall include the~~

~~interrogators understanding of the maximum discipline being considered by the Department;  
length of any possible suspension; possibility for demotion; and/or possibility of termination.~~

~~—— B. —— If prior to, or at any time during, the interrogation it is determined that the member shall be or possibly could be charged with a criminal offense he or she shall immediately be advised of that possibility and shall be further advised of his or her rights under the Miranda ruling and also be provided a Garrity warning.~~

~~—— C. —— The interrogation shall occur in the Department's building and, when possible, occur during the member's regularly scheduled shift.~~

~~—— D. —— The member shall be entitled to the presence of no more than one (1) Union representative and no more than one (1) attorney during the interrogation. A member shall have the option to waive Union representation and select an alternative representative; alternative representatives shall be limited to law enforcement officers employed by the City. In the event of unavailability of either the requested Union representative, attorney or alternative representative a delay of no more than twenty four (24) hours shall be allowed. If the member requests the presence of an attorney, the person conducting the interrogations shall be permitted to have a City attorney present as well.~~

~~—— E. —— The interrogation shall be limited to two (2) hours duration and there shall be at least six (6) hours between the sessions of interrogation. Two (2) sessions in twenty four (24) hours shall not be exceeded unless mutually agreed upon by the City and the member.~~

~~—— F. —— The member shall not be subjected to offensive language or abuse during the interrogation and shall be allowed to attend to his or her physical necessities.~~

~~—— G. —— All interrogations shall be recorded by the City and a transcript shall be furnished to the member prior to any subsequent additional interrogations. If the member so desires, he or~~

~~she shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.~~

~~H. At no time shall the number of interrogators exceed three (3), the identity of which shall be made known to the member a minimum of four (4) hours prior to the interrogation. Likewise, the identity of the member's representatives shall be made known to the interrogators a minimum of four (4) hours prior to the interrogation.~~

~~I. A representative or attorney who impedes or disrupts the interrogation shall receive two (2) warnings. Any further disruptions shall forfeit the position of representation for the interrogation. The member shall be entitled to choose another Union representative, attorney or alternate representative prior to his or her next interrogation session. Representatives are meant to serve only as observers or advisors to the member; they are not to question those persons conducting the interrogation.~~

~~J. It shall not be mandatory for any member of the immediate family of the member to give a statement to the City. Prior to requesting any member of the immediate family of the member to give a statement, the member shall be given twenty-four (24) hours notice.~~

~~K. The member shall not be ordered to submit to a lie detector test, psychological stress evaluation or any other mechanical or physical device or test for the purpose of determining veracity or innocent unless:~~

~~1. All other avenues of investigation have been utilized; and~~

~~2. The examiner is not the City's investigator in the allegations under investigation.~~

~~—— L. —— Blood, breath and urine tests for controlled substances are mandatory for a member who is suspected of being under the influence of alcohol or any drug while on duty or acting in his or her official capacity as a police officer for the City.~~

~~—— M. —— It shall not be mandatory for a member to appear in a police line-up on any administrative investigation.~~

~~—— N. —— If a member is compelled by threat of possible job forfeiture, or discipline, to make any oral or written statement either by direct, face-to-face order, or written orders then neither the statement nor the fruits of the statement may be used against the member in a subsequent criminal prosecution of the member.~~

~~—— O. —— The interrogators shall forward a report to the Chief which shall contain their findings of the investigation and interrogation. The Chief shall furnish the member with a written status report, or a disposition, within ten (10) business days of the first interrogation and every additional twenty (20) business days thereafter until the investigation is completed.~~

~~—— P. —— Upon completion of the investigation the Chief shall determine the matters as one of the following dispositions:~~

- ~~—— 1. —— Proper Conduct;~~
- ~~—— 2. —— Unfounded;~~
- ~~—— 3. —— Policy Failure;~~
- ~~—— 4. —— Insufficient Evidence; and/or~~
- ~~—— 5. —— Improper Conduct.~~

~~The disposition shall be provided in writing to the member and any representative.~~

~~—— Q. —— A member who is disciplined as a result of this investigation under the authority of the Chief, as opposed to discipline under the authority of the Board, shall have the right to~~

~~appeal the action to the Board, in writing, in accordance with state law and the Board's Rules & Procedures.~~

~~1. Such appeal shall be made within two (2) business days after the member receives the discipline.~~

~~2. Such appeal shall be submitted to the Board via the Corporation Counsel and the Chief.~~

~~3. The appeal shall be submitted in writing, which can occur via email communication.~~

~~R. There shall be no restriction of secondary employment during a member's disciplinary suspension unless the member's secondary employment requires the use of his or her police powers.~~

~~S. During his or her off-duty hours and while not in uniform or wearing any clothing that identifies him or her as a member of the Department, the member shall be permitted to engage in such political activities as not prohibited by law.~~

~~T. A member shall have the opportunity, at a reasonable time, during office hours to review his or her active personnel file and any closed investigative files in which he or she was the accused. In the event there is any comment adverse to his or her interest in any file, the member shall have the right to file a written response thereto, which written response shall be attached to said adverse comment.~~

~~U. The terms and conditions of this Section shall not apply to any investigation or questioning of a member in the course of counseling, instruction or informal verbal admonishment by, or other routine contact with any supervisor of the Department of the City.~~

~~V. The terms and conditions of this Section shall not be interpreted to require the City to conduct any interrogation of a member prior to issuing or recommending any disciplinary measure against the member that will result in a loss of forty hours or more of pay, Benefit Leave, or any combination thereof.~~

~~W. In the event there is body camera footage related to an investigation conducted under this Section, the member under investigation shall have the right to view said footage prior to making any official statements, but shall not have the right to make, receive or retain a copy of the footage.~~

## **SECTION XV. Grievance Procedure**

The purpose of this grievance procedure is to establish effective process for the fair, expeditious and orderly adjustment of grievances. The informal resolution of grievances is urged, and it is encouraged that grievances be resolved at the lowest possible level of supervision.

Grievances shall be processed according to the following procedures:

A. Step 1. A member who feels he or she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his or her grievance with his or her Captain, or his or her designee, with or without the presence of a Union representative, within six (6) business days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.



B. Step 2. The Captain, or his or her designee, shall render a written answer within six (6) business days after said discussion with a copy of said answer going to the aggrieved member, the Union representative, and the Chief.

C. Step 3. If the grievance is not satisfactorily settled by the above procedure, the member, or his or her designee, shall submit a written formal complaint containing all facts and circumstances surrounding the grievance and present it to the Chief within six (6) business days after receipt of the Step 2 answer.

1. The Chief and the aggrieved member, with the member's representative, shall meet within six (6) business days of the Chief's receipt of the formal written complaint in order to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Chief shall provide the aggrieved member with his or her written answer to the grievance.

D. Step 4. If the grievance is not satisfactorily settled at Step 3, the member, or his or her designee, may appeal to the Mayor within six (6) business days of the Step 3 decision.

1. The Mayor, or the Mayor's designee if the Mayor is unavailable, and the aggrieved member, with his or her designee, shall meet within six (6) business days of the Mayor's, or the Mayor's designee if the Mayor is unavailable, receipt of the member's appeal to discuss the complaint.
2. Within six (6) business days of the aforementioned meeting, the Mayor, or the Mayor's designee if the Mayor is unavailable, shall provide the Chief, the aggrieved member, and the aggrieved member's representative with his or her written answer to the grievance.

3. The decision by the Mayor, or the Mayor's designee if the Mayor is unavailable, shall be final.

E. A member may choose to decline the representation of the Union for the grievance procedure. A member may also discontinue Union representation at any time with written notification to the President of the Union and to the City's appropriate representative of the next grievance Step.

F. Time limits at any step of the grievance procedure may be extended only by mutual agreement, in writing, between the City and the Union or the member acting without Union representation. Forfeiture of Union representation at any time during the grievance procedure does not warrant additional time.

1. In the event an aggrieved member or the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the City's last answer.
2. In the event the City fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer was to be due.

G. The City shall not refuse to meet, negotiate or confer on grievances with representatives of the Union as set forth in this Agreement.

H. All parties are entitled to representation by counsel at any point from Step 3 forward.

**SECTION XVI. Private Vehicle Parking**

While on duty, members shall be provided with parking in a designated area within three (3) blocks of the Department. If a permit is required, the **net** cost shall not exceed Ten Dollars (\$10.00) per year.

**SECTION XVII. Union Matters**

***A. Bulletin Boards***

The Union shall have access to all bulletin boards, voice mail and electronic mail channels of communication within the Department for information from either the Union or the Committee.

***B. Negotiation Time Off***

During the term of this Agreement, subject to the approval of the Chief, time away from duty when scheduled for duty shall be extended to Union members for participation in meetings or negotiation sessions with the City, attendance at collective bargaining or negotiation workshops, or other legitimate Union business.

A. Requests for time away from duty shall be submitted to the Chief, and approval shall not be unreasonably withheld.

B. The Union membership, as a whole, shall have up to one hundred and fifty (150) hours to conduct or participate in activities herein for each singular year covered by this Agreement.

C. No hours from this bank shall be carried forward past the expiration of any singular year covered by this Agreement.

D. Time spent by the Union's bargaining team in contract negotiations with the City's bargaining team shall not count toward the one hundred fifty (150) hour maximum established in this section. However, time spent preparing for bargaining or attending training sessions shall be counted toward the one hundred fifty (150) hour limit.

E. No more than two (2) Union members shall be extended time away from duty simultaneously.

F. Union members shall not be compensated by the City for time spent on Union business during a member's off-duty time, except that Union members may be compensated, subject to the approval of the Chief, for off-duty attendance at training or seminars regarding collective bargaining and/or negotiation strategy.

1. Such time shall be counted toward the one hundred fifty (150) hour maximum established in this Section.
2. Such compensation shall be compensatory time at straight time, unless the Chief approves a Union member's request for overtime pay in lieu of compensatory time off.

#### **SECTION XVIII. Interdepartmental Transfer**

The City values the public service provided by members. Transfer from the Department to a civilian position or the Fire Department shall be as follows:

A. Any accumulated Benefit Leave shall be taken before transfer from the Department or paid to the member.

B. The member shall receive and accumulate Benefit Leave days based on one-half (1/2) of the member's respective years of service, as applied to either the Fire Department's or

Civil City's vacation schedule. As an example, if the member has twenty (20) years of service with the Police Department, he or she shall receive the same number of vacation days as an employee with ten (10) years of service with the Fire Department or Civil City.

C. If the transfer is to the Fire Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time shall be taken during the first six (6) months of employment in the new position.

D. The member shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

E. The member shall receive no other benefit from transfer (including, but not limited to, longevity or training steps) and must start at the step required for all new employees, including completion of the probationary period.

#### **SECTION XIX Negotiation Schedule**

In accordance with BMC § 2.32, the parties shall meet at mutually agreeable times in 202~~62~~ in order to negotiate a collective bargaining agreement to take effect January 1, 202~~73~~. In the event that a new agreement is not reached before December 31, 202~~62~~, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until an agreement on a new collective bargaining agreement is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

This Collective Bargaining Agreement constitutes a complete agreement as to all bargainable issues, effective upon the date this Agreement is ratified by the Common Council through December 31, 202~~6~~<sup>2</sup>, unless otherwise specified in this Agreement.

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John Hamilton, Mayor  
City of Bloomington

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Paul Post, President  
Don Owens Memorial Lodge 88  
Fraternal Order of Police, Inc.

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~~Dave Rolfe~~ **Susan Sandberg**, President  
Bloomington Common Council



**MEMO FROM COUNCIL OFFICE ON:**

**Ordinance 22-08 through Ordinance 22-11 – Four proposals certified to the Council by the Plan Commission to amend the text of Title 20 of the Bloomington Municipal Code (BMC) entitled “Unified Development Ordinance” (UDO)**

**Background**

On March 14, 2022, the Plan Commission considered four proposals brought forward by city planning staff to make various changes to the UDO (this Plan Commission meeting can be viewed online here: <https://catstv.net/m.php?q=10927>). The following table lists the four proposals and relevant information for each:

Council Ordinance #	Plan Com. Case #	Plan Com. Vote	Date certified to Council	90 days from certification
Ord 22-08 Technical Corrections	ZO-10-22	6-0	March 23, 2022	June 21, 2022
Ord 22-09 Ch. 3, Use Regulations	ZO-11-22	6-0	March 23, 2022	June 21, 2022
Ord 22-10 Ch. 4, Development Standards & Incentives	ZO-12-22	5-0-1	March 23, 2022	June 21, 2022
Ord 22-11 Ch. 5, Subdivision Standards; Ch. 6, Administration & Procedures; and Ch. 7, Definitions	ZO-13-22	6-0	March 23, 2022	June 21, 2022

This memo addresses relevant procedures and considerations applicable to these four ordinances. Planning staff have prepared individual memos that explain each of the proposals, along with red-line amendments that show the proposed changes to the UDO in context.

**Relevant Materials**

- Ordinance 22-08 through Ordinance 22-11
  - Amendment 01 to Ordinance 22-10
- Certification forms from Plan Commission for each ordinance
- Attachment A & staff memo, including red-line amendments showing changes proposed by each ordinance
- Table summarizing changes for each ordinance



## Contacts

Scott Robinson, Director, Planning and Transportation Department, 812-349-3423,

[robinsos@bloomington.in.gov](mailto:robinsos@bloomington.in.gov)

Jacqueline Scanlan, Development Services Manager, 812-349-3423,

[scanlanj@bloomington.in.gov](mailto:scanlanj@bloomington.in.gov)

## Summary

The administration is proposing text amendments to the city's Unified Development Ordinance ("UDO") as part of an effort to bring regular maintenance updates forward. These proposed changes follow an overhaul of the UDO that began several years ago. General information about the UDO, including the complete text of the current UDO, can be found here: <https://bloomington.in.gov/planning/udo>. For information about the Council's 2019 repeal and replacement of the UDO, please visit the following site:

<https://bloomington.in.gov/council/plan-schedule>. Finally, councilmembers and the public can find the city's Comprehensive Plan online here:

<https://bloomington.in.gov/planning/comprehensive-plan>.

Proposals to amend the text of the UDO are governed by state law under Indiana Code (IC) 36-7-4 in the "600 Series – Zoning Ordinance". As a threshold matter, state law provides that the purpose of the local planning and zoning laws are "to encourage units to improve the health, safety, convenience, and welfare of their citizens and to plan for the future development of their communities to the end:

1. that highway systems be carefully planned;
2. that new communities grow only with adequate public way, utility, health, educational, and recreational facilities;
3. that the needs of agriculture, forestry, industry, and business be recognized in future growth;
4. that residential areas provide healthful surroundings for family life; and
5. that the growth of the community is commensurate with and promotive of the efficient and economical use of public funds."

Further, in considering UDO text amendments, both state and local codes require the legislative body to pay reasonable regard to:

1. the Comprehensive Plan;
2. current conditions and the character of current structures and uses in each district;
3. the most desirable use for which the land in each district is adapted;
4. the conservation of sensitive environmental features (a local criteria)
5. the conservation of property values throughout the jurisdiction; and
6. responsible development and growth.





Importantly, these are factors that a legislative body must *consider* when deliberating on zoning ordinance proposals. However, nothing in statute requires that the Council find absolute conformity with each of the factors outlined above. Instead, the Council is to take into consideration the entire constellation of the criteria, balancing the statutory factors. Notably, Indiana courts have found that comprehensive plans are guides to community development, rather than instruments of land-use control. A municipality must consider all factors and make a balanced determination. *Borsuk v. Town of St. John*, 820 N.E.2d 118 (2005).

IC 36-7-4-607 provides the following procedure that applies to a proposal to amend or partially repeal the text of the UDO.

- After the Plan Commission determines its recommendation on a proposal, it certifies the proposal to the Council with either a favorable recommendation, an unfavorable recommendation, or no recommendation. All four proposals sent to the Council received a favorable recommendation by the Plan Commission (votes listed above). The Council must consider these recommendations before acting on the proposal.
- At the first regular meeting of the Council after the proposal is certified (or at any subsequent meeting within 90 days after the proposal is certified), the Council may adopt, reject, or amend the proposal. The Council must post and give notice at least 48 hours in advance of its intention to consider the proposal at a meeting.
- If the Council fails to act on a proposal that received a positive recommendation within 90 days after certification (deadlines listed above), the proposal would take effect as if it had been adopted (as certified) 90 days after certification.
- Assuming the Council does act within the 90 days after a proposal is certified to it, the Council can adopt, reject or amend the proposal. If the Council amends or rejects a proposal, the Council must return that proposal to the Plan Commission along with a written statement of the reasons for the amendment or rejection. Doing so would start a 45-day period for the Plan Commission to consider the Council's amendment or rejection.
- If the Plan Commission approves of the Council's amendment or fails to act within 45 days, the ordinance would stand as passed by the Council. If the Plan Commission disapproves of the amendment or rejection, the Council's action on the original amendment or rejection stands only if confirmed by another vote of the Council within forty-five (45) days after the Plan Commission certifies its disapproval.

These detailed procedures may seem cumbersome, but are designed to ensure that there is a dialogue between the Plan Commission and the Council.

**ORDINANCE 22-09**  
**TO AMEND TITLE 20 (UNIFIED DEVELOPMENT ORDINANCE)**  
**OF THE BLOOMINGTON MUNICIPAL CODE –**  
**Re: Technical Corrections Set Forth in BMC 20.03**

WHEREAS, the Common Council, by its Resolution 18-01, approved a new Comprehensive Plan for the City of Bloomington, which took effect on March 21, 2018; and

WHEREAS, thereafter the Plan Commission initiated and prepared a proposal to repeal and replace Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance” (“UDO”); and

WHEREAS, on December 18, 2019 the Common Council passed Ordinance 19-24, to repeal and replace the UDO; and

WHEREAS, on January 14, 2020 the Mayor signed and approved Ordinance 19-24; and

WHEREAS, on April 15, 2020, the Common Council passed Ordinance 20-07 and Ordinance 20-08; and

WHEREAS, on April 18, 2020, the Unified Development Ordinance became effective; and

WHEREAS, on March 14, 2022, the Plan Commission voted to favorably recommend this amendment proposal to the Common Council, after providing notice and holding public hearings on the proposal as required by law; and

WHEREAS, the Plan Commission certified this amendment proposal to the Common Council on March 23, 2022; and

WHEREAS, in preparing and considering this proposal, the Plan Commission and Common Council have paid reasonable regard to:

- 1) the Comprehensive Plan;
- 2) current conditions and character of current structures and uses in each district;
- 3) the most desirable use for which land in each district is adapted;
- 4) the conservation of property values throughout the jurisdiction; and
- 5) responsible development and growth; and

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance”, is amended.

SECTION II. An amended Title 20, entitled “Unified Development Ordinance”, including other materials that are incorporated therein by reference, is hereby adopted. Said replacement ordinance consists of the following documents which are attached hereto and incorporated herein:

1. The Proposal forwarded to the Common Council by the Plan Commission with a favorable recommendation, consisting of:
  - (A) ZO-11-22 (“Attachment A”)
  - (B) Any Council amendments thereto (“Attachment B”)

SECTION III. The Clerk of the City is hereby authorized and directed to oversee the process of consolidating all of the documents referenced in Section II into a single text document for codification.

SECTION IV. Severability. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION V. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED AND APPROVED by me upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This petition contains amendments related to use regulations in the UDO. These amendments add, remove, or edit existing text to clarify and amend standards. There are 8 amendments identified.

\*\*\*\*ORDINANCE CERTIFICATION\*\*\*\*

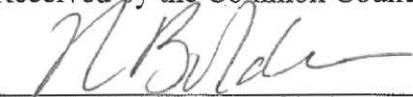
In accordance with IC 36-7-4-604 I hereby certify that the attached Ordinance Number 22-09 is a true and complete copy of Plan Commission Case Number ZO-11-22 which was given a recommendation of approval by a vote of 6 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on March 14, 2022.



\_\_\_\_\_  
Scott Robinson, Secretary  
Plan Commission

Date: March 23, 2022

Received by the Common Council Office this 23rd day of March, 2022.

  
\_\_\_\_\_  
Nicole Bolden, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement Ordinance # _____	Resolution # _____
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Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____	Emergency _____
Unforeseen Need _____	Other _____

Funds Affected by Request:

Fund(s) Affected _____		
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/- )	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes \_\_\_\_\_ No XX

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

Approval of case ZO-11-22 amends the 2021 Unified Development Ordinance (UDO), by adding, removing, and editing existing text to clarify and amend standards, by the Bloomington Plan Commission. This ordinance is in accordance with Indiana Code 36-7-4-600.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

## Case # ZO-11-22 Memo

To: Bloomington Common Council

From: Bloomington Plan Commission  
Jackie Scanlan, AICP Development Services Manager

Date: March 23, 2022

Re: Text Amendments to Unified Development Ordinance

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The Plan Commission heard case ZO-11-22 on March 14, 2022 and voted to send the petition to the Common Council with a positive recommendation with a vote of 6-0.

The Planning and Transportation Department proposes its annual update and amendment to the Unified Development Ordinance (UDO), Title 20 of the Bloomington Municipal Code.

The last UDO Update process was completed in the Spring of 2021, with the final text amendment Ordinance becoming effective in July 2021. That update was the culmination of the much larger effort to update the UDO and Zoning Map that began with the Comprehensive Plan update in 2018. This update is a smaller scale and regular maintenance of the code. Staff utilizes the UDO every day in our interactions with the public and other Departments, and has identified portions of the code that contain errors or that may benefit from amendment. No changes to proposed uses or zoning districts are included in this update.

The proposal is divided into four (4) petitions. One petition is discussed below:

1. ZO-11-22 | Chapter 3: Use Regulations

ZO-11-22 | Chapter 3: Use Regulations

This petition contains amendments related to uses allowed in the code. The amendments largely deal with adjusting building floor plate maximums for multifamily and student housing or dormitory uses. The amendments lower the by-right size for those uses in particular districts, as well as adjusting when the incentives for affordable housing and sustainable housing amend those size restrictions. The amendments increase the separation requirements for student housing or dormitory uses in a number of districts, which can be amended with incentive use. The amendments propose architectural requirements for parking garages. The amendments propose to allow interior connection from the primary residential use and an attached accessory dwelling unit. There are 8 amendments identified. The changes are necessary for various reasons. The bulk of the changes are needed in order to recalibrate the existing parameters from student housing or dormitory and some multifamily buildings in order to encourage more workforce, affordable, and sustainable development. The parking garage requirements will ensure that developers understand the design parameters before attempting the use, and allow the City to gain architectural design that is similar to non-parking garage design when such a use cannot be

wrapped by commercial or residential. The ADU change is intended to ease aging-in-place options.

1. Roof pitch;
  2. Front porch width and depth;
  3. Front building setback; and
  4. Vehicle parking access (i.e., front-, side-, or rear-access garage or parking area).
- iii. In the R4 zoning district, no triplex dwelling structure shall contain more than nine bedrooms total, and no fourplex dwelling structure shall contain more than 12 bedrooms total.
- iv. Each individual dwelling unit shall have separate utility meters.

**(5) Dwelling, Multifamily**

**(A) Ground Floor Parking**

Any portions within the ground floor of a structure used for vehicular parking shall be located at least 20 feet behind the building façade facing a public street. If there are multiple primary buildings on a site, this requirement only applies to the building closest to a public street.

**(B) Size**

In the MN and R4 zoning districts, no more than eight multifamily dwelling units shall be constructed on one single lot or parcel.

**(C) Building Floor Plate**

Buildings with more than 20 dwelling units cannot have a floor plate larger than 10,000 square feet. Buildings that utilize either the affordable housing or sustainable incentive shall be allowed a maximum of 15,000 square feet per qualified building. Buildings that utilize both the affordable housing and sustainable incentives shall be allowed a maximum of 30,000 square feet per qualified building.

**~~(C)~~(D) Ground Floor Units**

- i. Ground floor dwelling units shall be prohibited in the MD-ST (Showers Technology) and MD-CS (Courthouse Square) Downtown Character Overlays, and the ME zoning district.
- ii. In the MD zoning district, each dwelling unit located on the ground floor shall be located at least 20 feet behind each building façade facing a public street.

**(6) Dwelling, Live/Work**

- (A) The residential unit shall be located above or behind the nonresidential areas of the structure.
- (B) The residential living space shall be occupied by the owner of the commercial or manufacturing activity or the owner's employee, including that person's household.
- (C) The resident owner or employee is responsible for the commercial or manufacturing activity performed.
- (D) In the R4, RM, and RH zoning districts, the commercial activity area shall not exceed 50 percent of the gross floor area of the unit.
- (E) Signs are limited to not more than two internally illuminated wall or window signs not exceeding 10 square feet in total area.
- (F) The work activities shall not adversely impact the public health, safety, or welfare of adjacent properties.

- (E) Where minimum spacing is required by subsections (C) and (D) above, the distance shall be measured from the nearest property line of the property from which spacing is required to the nearest property line on which the group home will be located, using a straight line, without regard to intervening structures or public rights-of-way.

**(12) Residential Rooming House**

- (A) No residential rooming house shall contain more than four bedrooms, not including the living space occupied by the residential rooming house owner.
- (B) No bedroom occupied by a person other than the residential rooming house owner shall be rented for a period of less than 30 consecutive days.

**(13) Student Housing or Dormitory**

**(A) Ground Floor Parking**

All portions within the ground floor of a structure used for vehicular parking shall be located at least 20 feet behind the building façade facing a public street. If there are multiple primary buildings on a site, this requirement only applies to the building closest to a public street.

**(B) Location**

In the RM, RH, MN, MM, MC, and MI zoning districts, each student housing or dormitory use shall be separated from any other student housing or dormitory use.

- i. By at least ~~300~~ 900 feet, as measured between the closest points on the two lots containing the student housing or dormitory uses, and
- ii. By at least ~~300~~ 900 feet, as measured between the closest points of two or more residential or mixed use structures within one lot containing the student housing or dormitory use.

However, if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, only the requirements of 20.03.030(b)(13)(A)(B)(i) apply to each student housing or dormitory use in the RM, RH, MN, MM, MC, and MI zoning districts, if both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d), the separation requirements of this section do not apply to each student housing or dormitory use in the RM, RH, MN, MM, MC, and MI zoning districts-

**(C) Building Floor Plate**

- i. In the MN zoning district, the maximum building floor plate for a student housing or dormitory use shall be ~~2,500~~ 2,000 square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the MN zoning district shall be ~~5,000~~ 3,000 square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g). If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate of a student housing or dormitory use shall be 5,000 square feet per building.



- ii. In the RM and MD zoning districts, the maximum building floor plate for a student housing or dormitory use shall be ~~5,000-3,000~~ square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RM and MD zoning districts shall be ~~10,000-5,000~~ square feet per building ~~lot~~, pursuant to the measurement standards in Section 20.04.020(g). If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plate of a student housing or dormitory use shall be 10,000 square feet per building.-
- iii. In the RH, MM, MC, and MI zoning districts, the maximum building floor plate for a student housing or dormitory use shall be ~~10,000-5,000~~ square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RH, MM, MC, and MI zoning districts shall be ~~20,000-8,000~~ square feet per building ~~lot~~, pursuant to the measurement standards in Section 20.04.020(g). If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plate of a student housing or dormitory use shall be 20,000 square feet per building.-
- iv. In the MS zoning district, the maximum building floor plate for a student housing or dormitory use shall be ~~20,000~~ 10,000 square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, ~~there shall be no the~~ maximum building floor plate for a student housing or dormitory use use shall be 14,000 square feet per building, pursuant to the measurement standards in Section 20.04.020(g). ~~in the MS zoning district. If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) have been earned, there shall be no maximum building floor plate per building in the MS zoning district.-~~

**(D) Building Height**

- i. In the RH zoning district, the maximum building height for a student housing or dormitory use shall be three stories, not to exceed 40 feet, except as necessary to accommodate additional height earned through the affordable housing incentive in Section 20.04.110(c).
- ii. In the MD-DC character area, the maximum building height for a student housing or dormitory use shall not exceed 40 feet.
- iii. In the MD-CS, MD-UV, MD-DE, MD-DG, and MD-ST Downtown Character Overlays, the maximum building height for a student housing or dormitory use shall not exceed 30 feet.

**(13) Equipment Sales and Rental**

- (A) Outdoor display of equipment for sale or rental shall only be permitted in the MC and EM zoning districts.
- (B) In the MC zoning district, all outdoor display of merchandise shall be contained on an improved surface such as asphalt, concrete, or pavers.
- (C) Any outdoor display area shall not block ADA-accessible parking areas, parking lot access aisles, or sidewalk areas, and shall not reduce the number of parking spaces below any minimum requirement for the use in this UDO.

**(14) Vehicle Fuel Station**

- (A) In the MM, MD, and ME zoning districts, the use shall be limited to a total of four metered fuel dispenser units. For the purpose of this section, each hose shall count as one fuel dispenser unit.
- (B) In the MM, MD, and ME zoning districts, major overhaul, body and fender work, upholstery, welding and spray painting shall be prohibited as an accessory use of a vehicle fuel station.
- (C) In the MM, MD, MC, and ME zoning districts, all activities other than vehicle fueling shall be conducted within a completely enclosed building.
- (D) In the MM, MD, MC, and ME zoning districts, no outdoor storage of automobile parts, discarded tires, or similar materials shall be permitted.
- (E) Outdoor storage of more than three wrecked or temporarily inoperable vehicles awaiting repairs shall be prohibited.
- (F) In the ME zoning district:
  - i. All structures including fuel canopies shall be similar in appearance to the surrounding development with respect to architectural style, color, and materials;
  - ii. Fuel canopies shall be located to the side or rear of properties to minimize visual impact from public streets; and
  - iii. At least 50 percent of the total number of dispenser units shall provide alternative fuels including, but not limited to biodiesel, electricity, majority ethanol blend, hydrogen or natural gas.

**(15) Vehicle Impound Storage**

Vehicle impound storage lots shall be screened with a solid fence or wall at between eight and 10 feet in height and shall provide at least one tree and three shrubs per 10 linear feet of fencing to minimize the visual impact of the use on surrounding properties, public streets, and public open spaces. Required plantings shall be located on the side of the fence closest to abutting properties.

**(16) Vehicle Parking Garage**

- A. In the MD-CS, MD-DC, MD-UV, MD-DG, and MD-ST Downtown Character Overlays, a freestanding primary use vehicle parking garage, or a parking garage that is attached to but not located within the building envelope of a structure containing another primary use shall require conditional use permit approval pursuant to Section 20.06.050(b) (Conditional Use Permit).
- B. In all districts, if exterior facades of a parking garage structure are not covered with residential or commercial spaces, then the following design elements shall all be included:

- a. Exterior facades shall utilize a punched-out window design with a minimum of 2' solid space between openings and defined lentils and sills that utilize different finishing material than adjacent façade.
- b. The building shall be designed so that the presence of parked vehicles is not visible.
- c. A minimum of one pedestrian entrance with required entrance detailing is required per street frontage.
- a-d. A minimum of 25% of each facade facing a public street shall incorporate public art, planter boxes, or similar elements.

**(17) Vehicle Repair, Major or Minor**

- (A) All major overhaul, body and fender work, upholstery and welding, and spray painting shall be conducted within a completely enclosed building.
- (B) No outdoor storage of automobile parts, discarded tires, or similar materials shall be permitted.
- (C) Outdoor storage of more than three wrecked or temporarily inoperable vehicles awaiting repairs shall be prohibited.

**(18) Vehicle Wash**

Where a car wash facility is located adjacent to a Residential zoning district, the following restrictions shall apply:

- (A) The hours of operation for automated car wash facilities shall be limited to between 7:00 a.m. and 10:00 p.m.
- (B) Automated audio warnings (e.g., beepers), instructions and other audio recordings associated with the car wash facility are not permitted.

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**(e) Employment Uses**

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**(1) Storage, Outdoor**

**(A) Parking of Vehicles**

All outdoor parking of vehicles in all zoning districts shall comply with the following standards:

- i. Vehicles and trailers shall not be stored or parked on an unimproved surface.
- ii. Stored or parked vehicles shall not block, impede, or otherwise encroach upon a sidewalk.
- iii. Stored or parked vehicles shall not be used for other purposes, including, but not limited to, living quarters, or storage of materials.

**(B) Screening**

Primary use outdoor storage yards shall be screened with a solid fence or wall at between eight and ten feet in height and shall provide at least one tree and three shrubs per 10 linear feet of fencing to minimize the visual impact of the use on surrounding properties, public streets, and public open spaces. Required plantings shall be located on the side of the fence closest to abutting properties.

**(C) Prohibited Storage Materials**

In all zoning districts where this use is allowed, except for the MI zoning district, outdoor storage of equipment, materials, waste or scrap materials, and pallets is prohibited.

**(5) Dwelling, Accessory Unit**

**(A) Purpose**

These accessory dwelling unit ("ADU") standards are intended to permit the creation of legal ADUs that are compatible with residential neighborhoods while also adding housing options for the City's workforce, seniors, families with changing needs, and others for whom ADUs present an affordable housing option.

**(B) Generally**

- i. This use shall be accessory to a single-family or duplex dwelling that is the principal use on the same lot or parcel.
- ii. Not more than one ADU may be located on one lot.
- iii. ADUs shall not contain more than two bedrooms.
- iv. No more than one family, as defined in Chapter 20.07: (Definitions), shall reside in one accessory dwelling unit; provided, however, that units lawfully in existence prior to the effective date of the ordinance from which this section derives where the number of residents located in one accessory dwelling unit lawfully exceed that provided by the definition of family in Chapter 20.07: (Definitions), may continue to be occupied by the same number of persons as occupied the accessory dwelling unit on that effective date. [For purposes of this section, attached ADU's with internal access that were approved under this ordinance shall be considered one dwelling unit.](#)
- v. A request for an ADU shall be required to submit a separate site plan petition with the Planning and Transportation Department.

**(C) Utilities**

All ADUs shall be connected to the public water main and sanitary sewer that are adjacent to the property on which the ADU is located, per City of Bloomington Utilities' Rules and Regulations or Construction Specifications. Where water or sanitary sewer mains are not adjacent to the property and the primary dwelling on the lot uses a septic system, the ADU may use the septic system in compliance with Monroe County Health Department Standards.

**(D) Standards for Attached ADUs**

- i. The maximum square footage of any attached ADU shall be 840 square feet.
- ii. The maximum height of any attached ADU shall be the same as that applicable to the primary dwelling structure in the zoning district where the ADU is located.
- iii. Each ADU shall be set back from each property line by at least the same setback distance applicable to the primary dwelling structure in the zoning district where the ADU is located.

**(E) Standards for Detached ADUs**

Detached ADUs shall meet the architectural and foundation requirements for a single-family dwelling within the applicable zoning district as found in Section 20.04.070(d)(3) (Residential).

- i. The maximum gross floor area of the detached ADU portion of any accessory structure shall be 840 square feet or the maximum square footage allowed for accessory structures permitted by Section 20.03.030(g) (Accessory Uses and Structures), whichever is less.
- ii. The detached ADU shall not exceed 25 feet in height.

ZO-11-22					
Redline Page Number	Online UDO Page Number	Citation	Current Language	Proposed Language	Synopsis
79	77	20.03.030(b)(5)	None	Buildings with more than 20 dwelling units cannot have a floorplate larger than 10,000 square feet. Buildings that utilize either the affordable housing or sustainable incentives may be allowed a floorplate up to 15,000 square feet per qualified building. Utilizing both allows up to 30,000 square feet per building.	Adds maximum floor plate language to encourage smaller buildings for medium to large multifamily developments
83	81	20.03.030(b)(13)	300 foot separation for Student Housing or Dormitory Use in RM, RH, MN, MM, MC, and MI	Increase to 900 feet. No separation requirement with use of both incentives.	Adjusting separation of student housing or dormitory unless using both incentives.
83	81	20.03.030(b)(13)(C)(i)	In the MN zoning district, the maximum building floor plate for a student housing or dormitory use shall be 2,500 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the MN zoning district shall be 5,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g).	In the MN zoning district, the maximum building floor plate for a student housing or dormitory use shall be <b>2,500 2,000</b> square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the MN zoning district shall be <b>5,000 3,000</b> square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g). <b>If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable housing incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plan of a student housing and dormitory use shall be 5,000 square feet per building.</b>	Reduces floor plate for student housing or dormitory.
84	81	20.03.030(b)(13)(C)(ii)	In the RM and MD zoning districts, the maximum building floor plate for a student housing or dormitory use shall be 5,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RM and MD zoning districts shall be 10,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g).	In the RM and MD zoning districts, the maximum building floor plate for a student housing or dormitory use shall be <b>5,000 3,000</b> square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RM and MD zoning districts shall be <b>10,000 5,000</b> square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g). <b>If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable housing incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plan of a student housing and dormitory use shall be 10,000 square feet per building.</b>	Reduces floor plate for student housing or dormitory.
84	82	20.03.030(b)(13)(C)(iii)	In the RH, MM, MC, and MI zoning districts, the maximum building floor plate for a student housing or dormitory use shall be 10,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RH, MM, MC, and MI zoning districts shall be 20,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g).	In the RH, MM, MC, and MI zoning districts, the maximum building floor plate for a student housing or dormitory use shall be <b>10,000 5,000</b> square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RH, MM, MC, and MI zoning districts shall be <b>20,000 8,000</b> square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g). <b>If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable housing incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plan of a student housing and dormitory use shall be 20,000 square feet per building.</b>	Reduces floor plate for student housing or dormitory.
84	82	20.03.030(b)(13)(C)(iv)	In the MS zoning district, the maximum building floor plate for a student housing or dormitory use shall be 20,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, there shall be no maximum building floor plate for a student housing or dormitory use in the MS zoning district.	<b>iv. In the MS zoning district, the maximum building floor plate for a student housing or dormitory use shall be 20,000 10,000 square feet per lot building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use per building shall be 14,000 square feet. If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable incentive codified at Section 20.04.110(d) have been earned, there shall be no maximum building floor plate per building in the MS zoning district.</b>	Adds appropriate section number, reduces maximum floor plate, and clarifies that the maximum floor plate applies to each individual building and not cumulative.

91-92	89	20.03.030(d)(16)	None	Amend existing to (A) and Add (B) new language for all districts, design of parking garage- In all districts, if exterior facades of a parking garage structure are not covered with residential or commercial spaces, then the following design elements must all be included: a.Exterior facades shall utilize a punched-out window design with a minimum of 2' solid space between openings and defined lintels and sills that utilize different finishing material then adjacent façade. b.The building shall be designed so that the presence of parked vehicles is not visible. c.A minimum of one pedestrian entrance with required entrance detailing is required per street frontage. a.d.A minimum of 25% of the facades facing a public street shall incorporate public art or planter boxes or the like as determined by Staff.	Adds specific architectural requirements for parking garage use
99	96	20.03.030(g)(5)(B)(iv)	No more than one family, as defined in Chapter 20.07: (Definitions), shall reside in one accessory dwelling unit; provided, however, that units lawfully in existence prior to the effective date of the ordinance from which this section derives where the number of residents located in one accessory dwelling unit lawfully exceed that provided by the definition of family in Chapter 20.07: (Definitions), may continue to be occupied by the same number of persons as occupied the accessory dwelling unit on that effective date.	No more than one family, as defined in Chapter 20.07: (Definitions), shall reside in one accessory dwelling unit; provided, however, that units lawfully in existence prior to the effective date of the ordinance from which this section derives where the number of residents located in one accessory dwelling unit lawfully exceed that provided by the definition of family in Chapter 20.07: (Definitions), may continue to be occupied by the same number of persons as occupied the accessory dwelling unit on that effective date. <b>For purposes of this section, attached ADUs approved under this ordinance with internal access shall be considered one dwelling unit.</b>	Addressing separation requirement for attached ADUs.

**ORDINANCE 22-10**  
**TO AMEND TITLE 20 (UNIFIED DEVELOPMENT ORDINANCE)**  
**OF THE BLOOMINGTON MUNICIPAL CODE –**  
**Re: Technical Corrections Set Forth in BMC 20.04**

WHEREAS, the Common Council, by its Resolution 18-01, approved a new Comprehensive Plan for the City of Bloomington, which took effect on March 21, 2018; and

WHEREAS, thereafter the Plan Commission initiated and prepared a proposal to repeal and replace Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance” (“UDO”); and

WHEREAS, on December 18, 2019 the Common Council passed Ordinance 19-24, to repeal and replace the UDO; and

WHEREAS, on January 14, 2020 the Mayor signed and approved Ordinance 19-24; and

WHEREAS, on April 15, 2020, the Common Council passed Ordinance 20-07 and Ordinance 20-08; and

WHEREAS, on April 18, 2020, the Unified Development Ordinance became effective; and

WHEREAS, on March 14, 2022, the Plan Commission voted to favorably recommend this amendment proposal to the Common Council, after providing notice and holding public hearings on the proposal as required by law; and

WHEREAS, the Plan Commission certified this amendment proposal to the Common Council on March 23, 2022; and

WHEREAS, in preparing and considering this proposal, the Plan Commission and Common Council have paid reasonable regard to:

- 1) the Comprehensive Plan;
- 2) current conditions and character of current structures and uses in each district;
- 3) the most desirable use for which land in each district is adapted;
- 4) the conservation of property values throughout the jurisdiction; and
- 5) responsible development and growth; and

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance”, is amended.

SECTION II. An amended Title 20, entitled “Unified Development Ordinance”, including other materials that are incorporated therein by reference, is hereby adopted. Said replacement ordinance consists of the following documents which are attached hereto and incorporated herein:

1. The Proposal forwarded to the Common Council by the Plan Commission with a favorable recommendation, consisting of:
  - (A) ZO-12-22, (“Attachment A”)
  - (B) Any Council amendments thereto (“Attachment B”)

SECTION III. The Clerk of the City is hereby authorized and directed to oversee the process of consolidating all of the documents referenced in Section II into a single text document for codification.

SECTION IV. Severability. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION V. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED AND APPROVED by me upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This petition contains amendments related to design requirements for uses allowed in the code. These amendments add, remove, or edit existing text to clarify and amend standards. There are 21 amendments identified.



\*\*\*\*ORDINANCE CERTIFICATION\*\*\*\*

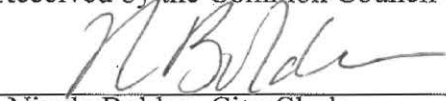
In accordance with IC 36-7-4-604 I hereby certify that the attached Ordinance Number 22-10 is a true and complete copy of Plan Commission Case Number ZO-12-22 which was given a recommendation of approval by a vote of 5 Ayes, 0 Nays, and 1 Abstention by the Bloomington City Plan Commission at a public hearing held on March 14, 2022.



Date: March 23, 2022

\_\_\_\_\_  
Scott Robinson, Secretary  
Plan Commission

Received by the Common Council Office this 23rd day of March, 2022.

  
\_\_\_\_\_  
Nicole Bolden, City Clerk

Appropriation Ordinance # \_\_\_\_\_ Fiscal Impact Statement Ordinance # \_\_\_\_\_ Resolution # \_\_\_\_\_

Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure \_\_\_\_\_ Emergency \_\_\_\_\_  
Unforeseen Need \_\_\_\_\_ Other \_\_\_\_\_

Funds Affected by Request:

Fund(s) Affected	_____	_____
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/- )	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes \_\_\_\_\_ No XX

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

Approval of case ZO-12-22 amends the 2021 Unified Development Ordinance (UDO), by adding, removing, and editing existing text to clarify and amend standards, by the Bloomington Plan Commission. This ordinance is in accordance with Indiana Code 36-7-4-600.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

## Case # ZO-12-22 Memo

To: Bloomington Common Council

From: Bloomington Plan Commission  
Jackie Scanlan, AICP Development Services Manager

Date: March 23, 2022

Re: Text Amendments to Unified Development Ordinance

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The Plan Commission heard case ZO-12-22 on March 14, 2022 and voted to send the petition to the Common Council with a positive recommendation with a vote of 5-0-1.

The Planning and Transportation Department proposes its annual update and amendment to the Unified Development Ordinance (UDO), Title 20 of the Bloomington Municipal Code.

The last UDO Update process was completed in the Spring of 2021, with the final text amendment Ordinance becoming effective in July 2021. That update was the culmination of the much larger effort to update the UDO and Zoning Map that began with the Comprehensive Plan update in 2018. This update is a smaller scale and regular maintenance of the code. Staff utilizes the UDO every day in our interactions with the public and other Departments, and has identified portions of the code that contain errors or that may benefit from amendment. No changes to proposed uses or zoning districts are included in this update.

The proposal is divided into four (4) petitions. One petition is discussed below:

1. ZO-12-22 | Chapter 4: Development Standards & Incentives

### ZO-12-22 | Chapter 4: Development Standards & Incentives

This petition deals with the amendment of details related to design requirements for uses. These amendments vary greatly. The amendments match development standards to designs in the Hospital Redevelopment Plan, as well as the Certified Technology Park Plan; add Solar energy ready requirements; clarify on drive aisle widths; clarify street stub connection expectations; add a maximum parking for contractor's yard; delete redundant parking design information; add architectural standards for multifamily development; revise the street tree species list; clarify where buffer yards are required; detail additional types of ground-mounted equipment; clarify freestanding sign rules; and add small projecting sign allowances. There are 21 amendments identified. These changes are important for various reasons. Some help align future development with City Plans, and some clarify existing practice related to vehicular, landscape, and equipment requirements. Revising the street tree species list is important in order to align the UDO list with Urban Forester expectations for most successful species. The sign regulation amendments ensure new ground signs are not located in future right-of-way, as well as allowing tenants various types of signage.

**Table 04-3: Mixed-Use District Dimensional Standards**

sq. ft. = square feet

Dimensional Standards		MS	MN	MM	MC	ME	MI	MD	MH
<b>Lot Dimensions (Minimum, only for lots created after the effective date)</b>									
Lot area	sq. ft.	5,000	5,000	5,000	5,000	5,000	5,000	See Table 04-4	10,890
	acres	0.115	0.115	0.115	0.115	0.115	0.115		0.25
Lot width		50 feet	50 feet	50 feet	50 feet	50 feet	50 feet		65 feet
<b>Building Setbacks (Minimum)</b>									
Front build-to range		None	15 to 25 feet	15 to 25 feet	None	None	None	See Table 04-4	None
Front building façade at build-to range (minimum)		None	70%	70%	None	None	None		None
Front		15 feet	(see above)	(see above)	15 feet	15 feet	15 feet		25 feet
Side [1] <a href="#">[6]</a>	15 feet	7 feet	7 feet	7 feet	10 feet	10 feet	10 feet		
Rear [1] <a href="#">[6]</a>		10 feet							
<b>Other Standards</b>									
Front parking setback (minimum)		20 feet behind the primary structure's front building wall						See Table 04-4	20 feet behind the primary structure's front building wall
Side parking setback (minimum)		8 feet	8 feet	8 feet	8 feet	8 feet	8 feet		8 feet
Rear parking setback (minimum)		8 feet	8 feet	8 feet	8 feet	8 feet	8 feet		8 feet
Impervious surface coverage (maximum) <a href="#">[4]</a>		70%	60%	60%	60%	70%	60%		60%
Landscape area (minimum) <a href="#">[5]</a>		30%	40%	40%	40%	30%	40%		40%
Area of any individual commercial tenant (maximum)		None	5,000 sq. ft. gross floor area	None	None	None	None		None
Primary structure height (maximum) [1] [2] [3]		6 stories, not to exceed 75 feet	3 stories, not to exceed 40 feet	4 stories, not to exceed 50 feet	4 stories, not to exceed 50 feet	5 stories, not to exceed 63 feet	4 stories, not to exceed 50 feet		3 stories, not to exceed 40 feet
Accessory structure height (maximum)		20 feet	20 feet	30 feet	30 feet	30 feet	30 feet		25 feet

**Notes:**

**Table 04-3: Mixed-Use District Dimensional Standards**

sq. ft. = square feet

Dimensional Standards	MS	MN	MM	MC	ME	MI	MD	MH
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- Notes:**
- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
  - [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height shall be 12 feet.
  - [3] See Section 20.04.110 (Incentives) for alternative standards.
  - [4] [Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street \(extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street\), and west of Morton Street shall have an impervious surface coverage maximum of 85%.](#)
  - [5] [Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street \(extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street, and west of Morton Street shall have a minimum landscape area of 15%.](#)
  - [6] [Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street \(extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street\), and west of Morton Street shall have minimum side and rear building setbacks of zero feet.](#)

**Table 04-4: Downtown Character Overlay Dimensional Standards**

sq. ft. = square feet

Dimensional Standards	MD-CS	MD-DC	MD-UV	MD-DE	MD-DG	MD-ST
<b>Lot Dimensions (Minimum)</b>						
Lot area	None	None	None	None	None	None
Lot width	None	None	None	None	None	None
<b>Building Setbacks</b>						
Front build-to range	0 to 5 feet	0 to 5 feet	0 to 15 feet	0 to 15 feet	0 to 15 feet	None
Front building façade at build-to range (minimum)	90%	70%	70%	70%	70%	None
Front (maximum)	None	None	None	None	None	15 feet
Adjacent to B-Line (minimum)	None	10 feet	None	None	None	15 feet
Side (minimum) [1]	None	None	None	7 feet	5 feet	5 feet
Rear (minimum) [1]	None	None	None	10 feet	5 feet	5 feet
<b>Other Standards</b>						
Front parking setback (minimum)	20 feet behind the primary structure's front building wall					
<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>					
Impervious surface coverage (maximum)	100%	100%	General and Restaurant Row: 85% Kirkwood Corridor: 100%	75%	75%	<a href="#">75%</a> , <a href="#">85%</a>
Landscape area (minimum)	None	None	General and Restaurant Row: 15% Kirkwood Corridor: None	25%	25%	<a href="#">25%</a> , <a href="#">15%</a>

**(B) Overall Dimension**

The height of buildings shall be measured as the vertical distance from the average finished grade surface of the building, structure, or wall exposed above the ground surface to the highest point of the roof, parapet wall, or uppermost part.

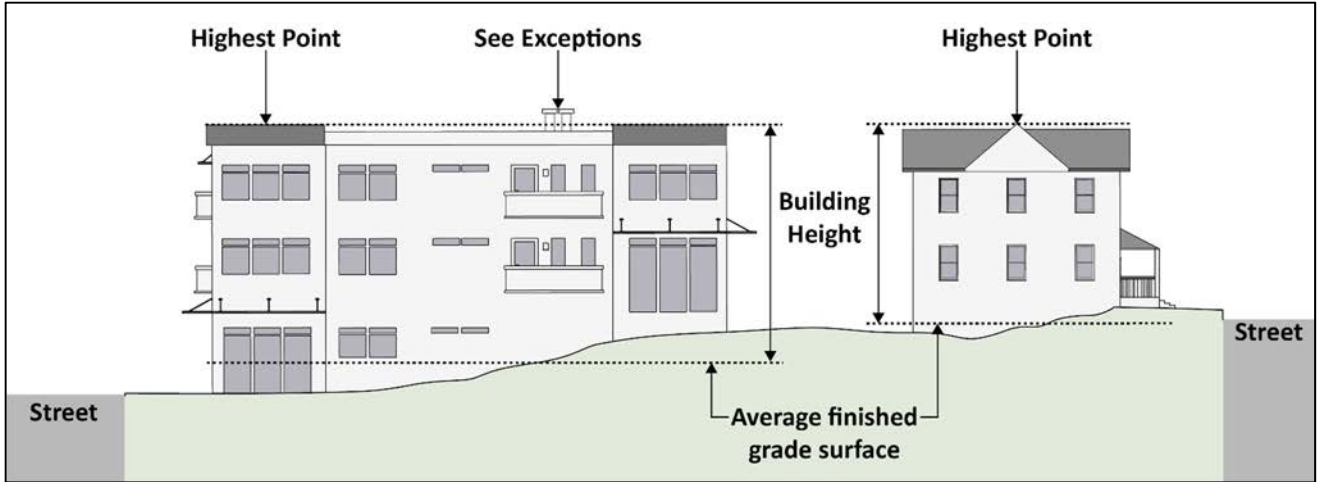


Figure 48: Building Height

**(2) Exceptions to Height Requirements**

No building or structure or part of a building or structure shall exceed the maximum building height within any zoning district unless authorized in Table 04-7, or elsewhere in this UDO.

**Table 04-7: Authorized Exceptions to Height Requirements**

DU = dwelling unit

Type of Exception	Extent of Exception
Place of worship elements	Steeple, bell towers, and similar features may exceed the maximum height of the applicable zoning district by no more than 25 percent of the applicable maximum height.
Chimneys and other ornamental architectural features	Chimneys and other ornamental architectural features may extend 10 feet above the roof's highest point.
<u>Solar Collector</u>	<u>In the R1, R2, R3, and R4 zoning districts, accessory building-mounted solar collectors may exceed the maximum building height requirement by a maximum of 36 inches. For all other zoning districts, accessory building-mounted solar collectors may exceed the maximum building height requirement by a maximum five feet.</u>
Water towers and quarry derricks	Water towers and quarry derricks are allowed up to a height of 150 feet.
Mechanical equipment and elevator bulkheads	Roof-mounted mechanical equipment including, but not limited to, utility boxes, telecommunication devices, cables, conduits, vents, chillers and fans, may extend up to 10 feet above the roof's highest point. In such cases, roof-mounted equipment shall comply with the requirements of Section 20.04.080(m)(1) (Roof-Mounted Mechanical Equipment).
Communication facilities	Communication facilities are exempt from height restrictions, subject to the limitations of 20.03.030(f)(1) (Communication Facility).

[b] Within 50 feet of another driveway entrance.

2. If the distance separation requirement cannot be met, then the entrance or drive shall be located equidistant from the two adjacent drives, or as approved by the City Engineer.

**(F) Improved Alley Access in the R3 and R4 District**

In the R3 and R4 zoning district, a driveway accessing the street shall be prohibited if the side or rear setback is accessible via an improved alley. Required parking spaces pursuant to Section 20.04.060 (Parking and Loading), shall be accessed directly from the adjacent alley.

**(3) Driveway and Access Design**

**(A) Generally**

- i. The City Planning and Transportation Department shall determine curb radii and other construction standards for all entrances based on the smallest design vehicle possible and to still accommodate the most common vehicle and occasional larger vehicles with appropriate encroachments, and whether an acceleration lane, deceleration lane, or passing blister is required.
- ii. Driveways shall not impede the flow of drainage. Where driveway culverts are necessary to accommodate drainage, the culvert pipe size shall be determined by a licensed engineer to prevent flooding.

**(B) Driveway Pavement Widths**

**i. Single-Family, Duplex, Triplex, and Fourplex Residential Uses**

The width of a driveway between the required front building setback and the street shall not exceed 18 feet.

**ii. All Other Uses**

No entrance or drive located in the front yard of a property shall exceed the following pavement widths for two-way traffic (if one-way, the measurements shall be one-half of the below requirements):

1. 24 feet if from a nonresidential use onto an arterial or collector street. The City Engineer may authorize a 34-foot entrance to accommodate heavy truck use.
2. 24 feet if from a nonresidential use onto a local street.
3. 24 feet if from a mixed-use multifamily residential use onto any type of street.

**(C) Surface Material**

- i. Unless specifically stated otherwise in this UDO, all entrances and drives shall be asphalt, concrete, or other material approved by the city.
- ii. The Planning and Transportation Director may approve structurally engineered, permeable parking pavers for entrances and drives provided these areas are intended for low intensity or intermittent vehicular use and pavers are designed and used to mitigate the negative environmental impacts of impervious surfaces.
- iii. Areas using permeable pavers shall not be counted in impervious surface calculations.
- iv. For new development, all driveway aprons onto a street shall be constructed of concrete.

- v. Enlargement or modification of an existing driveway shall require the driveway apron to be surfaced with asphalt or concrete.
- vi. Drive cuts shall ramp to meet the pedestrian and/or bicycle facility in order to keep the pedestrian and/or bicycle facility at the same grade, unless approved by the Transportation and Traffic Engineer due to site elevation constraints.
- vii. Surface materials for single-family residential driveways shall be as required in Section 20.04.060(i)(7).

**(4) Connectivity**

Where properties have adjacent street or access drive stubs intended for connection, these stubs shall be extended and connected on the developing property.

**(4)(5) Vision Clearance Triangle**

**(A) Applicability**

- i. A vision clearance triangle shall be maintained at every street intersection.
- ii. Vision clearance triangles for intersections may be reduced upon a determination by the City Planning and Transportation Department that such a reduction is not expected to have a significant impact on vehicle, bicycle, or pedestrian safety at the intersection and such a reduction is within engineering standards or guidelines for vehicle, bicycle, or pedestrian modes.

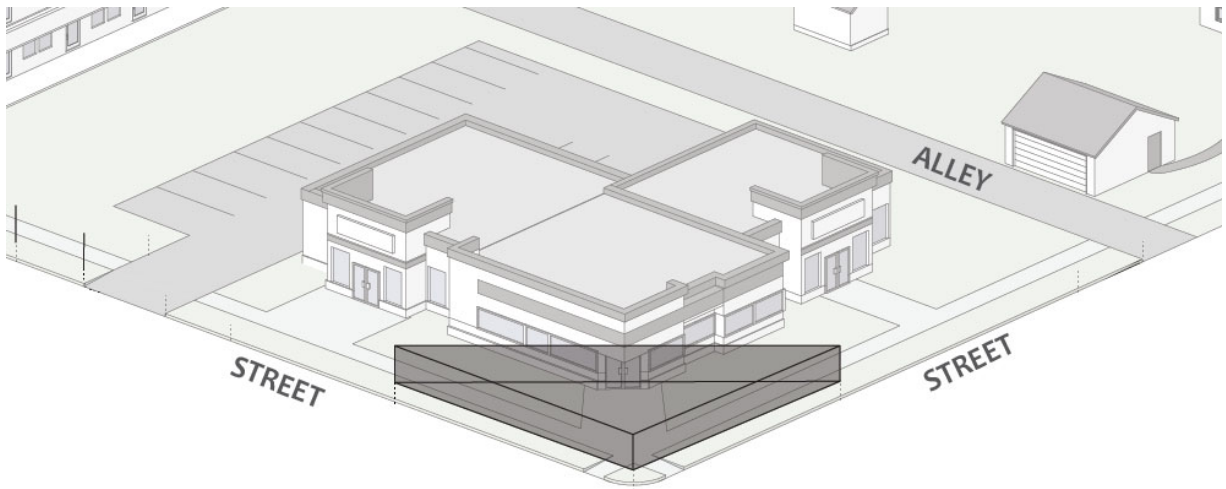


Figure 49: Vision Clearance Triangle

**(B) Vision Clearance Triangle Leg Lengths**

The vision clearance triangle leg lengths shall be as specified in the most current edition of the policy on geometric design of highways and streets published by the American Association of State Highway and Transportation Officials. Deviation from these standards shall require written approval from the City Planning and Transportation Department.

**Table 04-9: Minimum Vehicle Parking Requirements**

DU = dwelling unit

	All Other Zoning Districts	MD Zoning District
Dwelling, single-family (detached)	No requirement	
Dwelling, single-family (attached)		
Dwelling, duplex [3]	0.5 spaces per DU [1]	No requirement
Dwelling, triplex [3]		
Dwelling, fourplex [3]		
Dwelling, multifamily [2]	Studio: 0.5 space per DU 1 bedroom: 1 space per DU 2 bedrooms: 1.5 spaces per DU 3 bedrooms: 2 spaces per DU	
Dwelling, live/work	No requirement	
Dwelling, cottage development	1 space per DU	
Dwelling, mobile home	1 space per DU	
Manufactured home park		
Noncommercial urban agriculture	2 spaces per lot	
Student housing or dormitory	0-10 bedrooms: no requirement 11 or more bedrooms: 0.5 spaces per bedroom	

**NOTES:**

[1] See Section 20.04.110 (Incentives) for alternative standards.

[2] Minimums shall only apply to multifamily development within or adjacent to the R3 zoning district and all multifamily development in the MD zoning district.

[3] [Minimum parking for duplexes, triplexes, and fourplexes only applies in the R1, R2, R3, and R4 districts.](#)

**(e) Maximum Vehicle Parking Allowance**

In no case shall any land use or development subject to this Section 20.04.060 provide more than the maximum number of vehicle parking spaces allowed for each land use listed in Table 04-10: Maximum Vehicle Parking Allowance.

**Table 04-10: Maximum Vehicle Parking Allowance**

DU = dwelling unit sq. ft. = square feet

Use	Maximum Vehicle Parking Allowance
<b>RESIDENTIAL USES</b>	
<b>Household Living</b>	
Dwelling, single-family (detached)	No limit
Dwelling, single-family (attached)	
Dwelling, duplex	2 spaces per DU
Dwelling, triplex	
Dwelling, fourplex	
Dwelling, multifamily	125 percent of the required minimum, or 1.25 spaces per bedroom, whichever is less.



**Table 04-10: Maximum Vehicle Parking Allowance**

DU = dwelling unit sq. ft. = square feet

Use	Maximum Vehicle Parking Allowance
Fitness center, large	2.5 spaces per 1,000 sq. ft. GFA
Office	3.3 spaces per 1,000 sq. ft. GFA
Personal service, small	3.3 spaces per 1,000 sq. ft. GFA
Personal service, large	3.3 spaces per 1,000 sq. ft. GFA
Tattoo or piercing parlor	3.3 spaces per 1,000 sq. ft. GFA
<b>Retail Sales</b>	
Building supply store	2 spaces per 1,000 sq. ft. GFA
Grocery or supermarket	5 spaces per 1,000 sq. ft. GFA
Liquor or tobacco sales	3.3 spaces per 1,000 sq. ft. GFA
Pawn shop	3.3 spaces per 1,000 sq. ft. GFA
Retail sales, small	4 spaces per 1,000 sq. ft. GFA
Retail sales, medium	4 spaces per 1,000 sq. ft. GFA
Retail sales, large	3.3 spaces per 1,000 sq. ft. GFA
Retail sales, big box	3.3 spaces per 1,000 sq. ft. GFA
<b>Vehicles and Equipment</b>	
Equipment sales or rental	2.85 spaces per 1,000 sq. ft. GFA of indoor sales/leasing/ office area; plus 1 space per service bay
Transportation terminal	No limit
Vehicle fleet operations, small	No limit
Vehicle fleet operations, large	No limit
Vehicle fuel station	5 spaces per 1,000 sq. ft. GFA
Vehicle impound storage	No limit
Vehicle parking garage	No limit
Vehicle repair, major	2.85 spaces per 1,000 sq. ft. of indoor sales/leasing/ office area; plus 1 space per service bay
Vehicle repair, minor	
Vehicle sales or rental	
Vehicle wash	No limit
<b>EMPLOYMENT USES</b>	
<b>Manufacturing and Processing</b>	
Commercial Laundry	No limit
Food production or processing	No limit
Manufacturing, artisan	No limit
Manufacturing, light	No limit
Manufacturing, heavy	No limit
Salvage or scrap yard	No limit
<b>Storage, Distribution, or Warehousing</b>	
Bottled gas storage or distribution	No limit
Contractor's yard	<del>No limit</del> <a href="#">1 parking space per approved building occupancy</a>

**(3) Dimensions of Parking Spaces and Drive Aisles**

All on-site parking and maneuvering areas shall be constructed according to the following minimum dimensional standards and per Table 04-11:

(A) All parking aisles shall terminate with a bump-out for turnaround maneuverability.

~~(B) The length of a parking stall may be reduced to 16 feet allowing the front of vehicles to overhang the required parking space by two feet; provided that:~~

~~i. Any raised curb in the overhang areas is no more than four inches in height; and~~

~~ii. The front of the parking space is located adjacent to a landscaped area or sidewalk that is at least six feet in width.~~

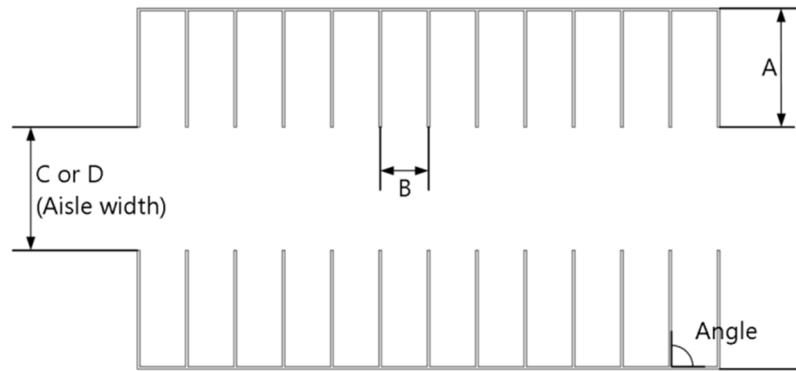


Figure 50: Illustrative Scale and Character

**Table 04-11: Parking Dimensions (in feet) [2]**

Angle	Parking Space		One-Way Aisle	Two-Way Aisle
	A	B	C	D
0° (parallel)	8.0	22.5 [1]	12.0	20.0
30°	15.0	8.5	12.0	20.0
45°	17.0	8.5	12.0	20.0
60°	17.5	8.5	16.0	20.0
90°	16.0	8.5	20.0	20.0

**Notes:**

[1] End spaces may be a minimum of 20 feet in length where no obstruction exists.

[2] Parking spaces for motorcycles may be provided and must be a minimum of 3 feet in width and 6 feet in depth.

~~(B)~~ If the petitioner can provide different acceptable standards based on a professionally recognized source of parking lot design, the City Planning and Transportation Department may approve alternative standards pursuant to the minor modification process outlined in Section 20.06.080(a) (Minor Modification).

**(4) Stacked Parking**

Stacked parking arrangements are permitted.

**(G) Uniform Architecture**

When the rear or side facade of a newly constructed building is adjacent to a street, the architecture of these facades shall be made to match that of the front facade. Such matching shall occur through use of similar materials, window/doorway openings, variation in rooflines, or fenestration.

**(H) Patterns**

In the case of new construction of multifamily units in the RM and RH zoning districts, all facades of a primary building visible from any roadway shall contain the following color and texture changes:

- i. Facades shall consist of at least one primary and one secondary color.
- ii. At least one of these elements, either texture or color, shall repeat horizontally across the facade.
- iii. Variations in texture and color elements shall repeat vertically a minimum of every 30 feet.

**(I) Primary Pedestrian Entry**

In the case of new construction of multifamily units in the RM and RH zoning districts, the following standards shall apply:

- i. One primary pedestrian entrance shall be provided for every façade facing a street.
- ii. On corner or through lots, the façade facing the higher classified street shall have the primary pedestrian entrance. For purposes of this section, I-69 shall not be used as the higher classified street.
- iii. The pedestrian entry shall contain at least three of the following architectural details:
  1. Pilasters or facade modules;
  2. Public art display;
  3. Prominent building address, building name, and lighting;
  4. Raised corniced entryway parapet; or
  5. Buttress and arched entry.

**(J) Exterior Facades**

In the case of new construction of multifamily units in the RM and RH zoning districts, all facades of a primary building shall incorporate three or more of the following design elements every 40 feet to avoid blank, uninterrupted walls:

- i. Awning or canopy;
- ii. Change in building façade height (minimum of five feet of difference);
- iii. A regular pattern of transparent glass constituting a minimum of 50 percent of the total wall/facade area of the first-floor facade/elevation facing a street;
- iv. Wall elevation recesses and/or projections, the depth that are at least three percent of the horizontal width of the building façade.

**(4) Belt Courses**

- (A) Building facades shall incorporate exterior horizontal belt course design elements for the building base, middle and cap through techniques such as copestone, dripstone, string course, water table, and/or plinth using natural stone or masonry.
- (B) Building facades shall incorporate exterior vertical banding techniques using natural-stone or masonry to visually define building subdivisions of wall planes, modules, or building facade focal points.

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**(f) Universal Design**

- (1) In multifamily residential buildings and student housing and dormitory buildings constructed after 4/18/2020 that contain more than 25 dwelling units, at least 20 percent of the dwelling units shall incorporate at least one entrance at grade level and not requiring any steps up or down or a ramp for entry.
- (2) In addition, one of the following additional elements of “universal design” is required:
  - (A) All interior doorways with at least 32-inch wide openings;
  - (B) At least one bathroom with 32-inch counter height;
  - (C) At least one bathroom with wall reinforcements for handrails; and/or
  - (D) All light switches installed between 44 and 48 inches in height.

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**(g) Solar Ready Building Design**

All new construction of primary structures shall meet either (1) or (2) below:

- 1. Design building as solar or renewable energy ready and incorporate the following into the site plan:
  - 1. Roof load bearing specifications shall be sized to bear the weight of a solar installation;
  - 2. The roof should be oriented to maximize solar capacity and roof types shall be compatible with solar installation mounting;
  - 3. Non-solar rooftop equipment (HVAC systems, chimneys, vents) shall be placed to avoid shading of solar equipment and maximize the amount of continuous roof space;
  - 4. Electrical panels shall be sized to accommodate a future solar system and space shall be allocated in the utility room or outside for a solar DC-AC inverter; and
  - 5. Conduit for wiring shall be placed from the roof to the electrical panel.
- 2. Submit a completed U.S. EPA Renewable Energy Ready Home Solar Site Assessment or another approved solar-ready assessment is required.

Modifications to either 1 or 2 above can be approved by the Director of Planning and Transportation.

**Table 04-14: Permitted Street Tree Species**

Bold text indicates evergreen species

Common Name	Scientific Name
<b>Large Street Trees - 45 feet or more at mature height</b>	
<a href="#">Black Maple</a>	<i>Acer nigrum</i>
<a href="#">Red Maple</a>	<i>Acer rubrum</i>
<a href="#">Sugar Maple</a>	<i>Acer saccharum</i>
Sugar Hackberry	<i>Celtis laevigata</i>
Hackberry	<i>Celtis occidentalis</i>
<a href="#">American Beech</a>	<i>Fagus grandifolia</i>
Thornless Honeylocust	<i>Gleditsia triacanthos inermis</i>
Kentucky Coffee Tree	<i>Gymnocladus dioica</i>
<a href="#">Sweetgum</a>	<i>Liquidambar styraciflura</i>
Tulip Tree	<i>Liriodendron tulipifera</i>
Blackgum or Tupelo	<i>Nyssa sylvatica</i>
Sycamore	<i>Platanus occidentalis</i>
<a href="#">London Planetree</a>	<i>Platanus x acerfolia</i>
White Oak	<i>Quercus alba</i>
Swamp White Oak	<i>Quercus bicolor</i>
Scarlet Oak	<i>Quercus coccinea</i>
Shingle Oak	<i>Quercus imbricaria</i>
<a href="#">Overcup Oak</a>	<i>Quercus lyrata</i>
Bur Oak	<i>Quercus macrocarpa</i>
<a href="#">Blackjack Oak</a>	<i>Quercus marilandica</i>
<a href="#">Chinkapin Oak</a>	<i>Quercus muhlenbergi</i>
Red Oak	<i>Quercus rubra</i>
Shumard Oak	<i>Quercus shumardii</i>
<a href="#">Post Oak</a>	<b><i>Quercus stellata</i></b>
Black Oak	<i>Quercus velutina</i>
Bald Cypress	<i>Taxodium distichum</i>
Basswood or American Linden	<i>Tilia americana</i>
<a href="#">Elm</a>	<i>Ulmus</i>
<b>Medium Street Trees - 25 feet to 45 feet at mature height</b>	
<a href="#">Autumn Flame Red Maple</a>	<i>Acer rubrum</i>
<a href="#">River Birch</a>	<i>Betula nigra</i>
Downy Serviceberry	<i>Amelanchier arborea</i>
American Hornbeam or Blue Beech	<i>Carpinus caroliniana</i>
Yellowwood	<i>Cladrastis lutea</i>
Hop Hornbeam or Ironwood	<i>Ostrya virginiana</i>
<a href="#">Regal Prince Oak</a>	<i>Quercus x warei</i>
<a href="#">Crimson Spire Oak</a>	<i>Quercus</i>

**Table 04-14: Permitted Street Tree Species**

Bold text indicates evergreen species

Common Name	Scientific Name
<b>Small Street Trees - Under 25 feet at mature height</b>	
<a href="#">Apollo Maple</a>	<a href="#">Acer saccharum "Barrett Cole"</a>
Shadblow Serviceberry	<i>Amelanchier canadensis</i>
Allegheny Serviceberry	<i>Amelanchier laevis</i>
<a href="#">Apple Serviceberry hybrids</a>	<a href="#">Amelanchier x grandiflora</a>
Eastern Redbud	<i>Cercis canadensis</i>
Flowering Dogwood	<i>Cornus florida</i>
Thornless Cockspur Hawthorn	<i>Crataegus crus-galli</i>
Washington Hawthorn	<i>Crataegus phaenopyrum</i>
Green Hawthorn	<i>Crataegus viridis</i>

**Table 04-15: Permitted Interior Tree Species**

Bold text indicates evergreen species

Common Name	Scientific Name
<b>Large Trees - 45 feet or more at mature height</b>	
Ohio Buckeye	<i>Aesculus glabra</i>
Yellow Buckeye	<i>Aesculus octandra</i>
Bitternut Hickory	<i>Carya cordiformis</i>
Pignut Hickory	<i>Carya glabra</i>
Shellbark Hickory	<i>Carya laciniosa</i>
Shagbark Hickory	<i>Carya ovata</i>
Mockernut Hickory	<i>Carya tomentosa</i>
Northern Catalpa	<i>Catalpa speciosa</i>
Black Walnut	<i>Juglans nigra</i>
<b>Eastern Red Cedar</b>	<b><i>Juniperus virginiana</i></b>
Cucumber Tree	<i>Magnolia acuminata</i>
<b>White Pine</b>	<b><i>Pinus strobus</i></b>
<b>Virginia Pine</b>	<b><i>Pinus virginiana</i></b>
Black Cherry	<i>Prunus serotina</i>
Chestnut Oak	<i>Quercus prinus</i>
<b>Canadian or Eastern Hemlock</b>	<b><i>Tsuga Canadensis</i></b>
<b>Medium Trees - 25 feet to 45 feet at mature height</b>	
River Birch	<i>Betula nigra</i>
Sassafras	<i>Sassafras albidum</i>
<b>American Arborvitae</b>	<b><i>Thuja occidentalis</i></b>
<b>Small Trees - Under 25 feet at mature height</b>	
Pawpaw	<i>Asimina triloba</i>
Pagoda Dogwood	<i>Cornus alternifolia</i>

**(B) Location**

All required buffer yard areas shall be provided entirely on the subject property and shall be in addition to setbacks required by Section 20.04.020 (Dimensional Standards). The required buffer yards shall be installed despite the presence of ~~streets~~, alleys, streams or other features that may separate the two properties.

**(C) Plant Material**

All plant material used to meet the buffer yard requirements shall meet the standards of this section, and shall be selected from the list of permitted plant species in Section 20.04.080(d).

**(D) Groundcover**

All portions of a buffer yard not planted with trees, shrubs, or other required landscape materials shall be covered with grass or similar ground-covering vegetation. Landscaping stone or other non-vegetative materials may not be substituted for ground-covering vegetation except for areas that incorporate stormwater treatment alternatives, such as swales and culvert outfalls. Decorative mulch or stone planting beds may be used around trees, provided that such planting beds are six feet or less in diameter.

**(E) Planned Unit Development**

For development adjacent to a Planned Unit Development, or for a Planned Unit Development adjacent to existing development, the zoning district that most closely matches the predominant use of the Planned Unit Development shall be used to determine the buffer yard type, as determined by the decision-making body.

**(F) Credit Toward Other Requirements**

New landscaping that is required to meet these buffer yard requirements shall not count toward other site or parking lot landscaping requirements.

**(3) Buffer Yard Types**

Required buffer yards shall be installed according to the following standards:

**Table 04-19: Required Buffer Yard Types**

Buffer Yard Treatment	Buffer Type		
	Type 1	Type 2	Type 3
Minimum setback [1]	10 feet	15 feet	20 feet
Deciduous trees	1 tree every 30 linear feet	1 tree every 25 linear feet	1 tree every 20 linear feet
Evergreen trees	No requirement	2 trees every 25 linear feet	(see below)
Other	No requirement	No requirement	Any one of the following: 1 evergreen tree every 10 linear feet; or A 6-foot opaque fence; or A stone/brick wall; or A 5-foot tall undulating berm planted with shrubs

**Notes:**

[1] The buffer yard setback is measured from the property line along the boundary between the subject and adjoining properties and shall be provided in addition to the required building and parking setbacks required by this UDO.

- (A) Outdoor ground-mounted mechanical equipment [which relates to power supply, watering, heating, ventilating, and similar purposes](#) (~~e.g. including, but not limited to~~, subpanels, [transformers](#), air conditioners, heating, cooling and ventilating equipment, kitchen hoods and vents, swimming pool equipment, pumps and heaters, propane tanks), and all other mechanical equipment shall be located where it is not visible from public open space, public trails, public streets, or from adjacent properties to the maximum extent practicable.
  - (B) In cases when ground-mounted mechanical equipment is visible from a public open space, public trail, public street, or adjacent property, the equipment shall be screened from view by a solid wall or fence or a vegetative screen that satisfy the following criteria:
    - i. The wall or fence shall be of a height equal to or greater than the height of the mechanical equipment being screened and shall be compatible with the architecture and landscaping of the development; or
    - ii. The vegetative screen shall be planted along the full length of the equipment to be screened and shall be of a height equal to or greater than the height of the equipment to be screened at the time of planting.
  - (C) Screening of ground-mounted solar energy equipment is not required.
- (3) Loading, Service, and Refuse Areas**
- (A) Outdoor loading, service, and refuse areas shall be integrated into the building design if possible or shall be located where they are not visible from public open space, public trails, public streets, or from adjacent properties, to the maximum extent practicable.
  - (B) Refuse areas shall not be located within the front setback and shall be a minimum of five feet from side and rear property lines, except for:
    - i. Side and rear locations adjacent to alleyways;
    - ii. Side and rear locations adjacent to the R1, R2, R3, and R4 zoning districts shall have a minimum 25-foot setback from the respective property lines.
  - (C) In cases when loading, service, and refuse areas are visible from a public open space, public trail, public street, or adjacent property, the loading, service, and refuse areas shall be screened from view by:
    - i. A solid wall or fence a minimum of six feet in height, or high enough to ensure that the contents of the enclosure are not visible from adjacent parcels or public rights-of-way. Such enclosures shall match the general design and materials of the primary structure (but excluding unfinished CMU block). At least one side of such fence or wall shall incorporate a movable gate for access.
    - ii. The use of chain-link fencing for loading, service, or refuse area screening shall be prohibited.
- (4) Design**
- (A) Outdoor trash receptacles, dumpsters, compactors and similar containers shall be placed on an impervious surface.
  - (B) Screened outdoor storage facilities shall be adequately protected from damage by vehicles through the installation of bollards and shall be properly maintained and kept in good repair at all times.



**(3) Roofs**

On the roof of a structure, or extending above the eave, roof line or parapet of a building, except that signs may be located on the vertical portion of a mansard roof if no vertical wall space is available on the wall space associated with that tenancy or occupancy below.

**(4)**(5)~~(5)~~**(6) Miscellaneous**

On any traffic control signs, highway construction signs, fences, utility poles, street signs, trees or other natural objects.

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**(g) General Design Standards**

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Unless otherwise stated in this UDO, the following standards apply to all signs.

**(1) Freestanding Signs**

All freestanding signs shall comply with the following standards:

**(A) Setback**

All freestanding signs shall be set back a minimum of two feet from the ~~front property line~~ proposed right-of-way line or outside of the required clear zone of a public sidewalk, whichever is greater, unless specifically approved by the City's Transportation and Traffic Engineer.

**(B) Mounting**

All freestanding signs shall be permanently affixed to the ground.

**(C) Base**

Sign bases shall conform to the following standards:

- i. Sign bases shall have an aggregate width of at least 40 percent of the total horizontal width of the sign; or have supports that are less than 25 percent of the vertical height of the sign.
- ii. The base and exposed foundation of all freestanding signs shall be covered with a finished material such as brick, stone, metal, or wood.

**(D) Cap**

A decorative cap may extend up to 18 inches above the height limit specified in this Section 20.04.100. The decorative cap shall have no identifying text, images, or identifying traits.

**(E) Landscaping**

- i. For any new freestanding sign, a landscaped area located around the entire base of a freestanding sign is required.
- ii. The landscaped area shall contain materials consisting of shrubs, spread no greater than three feet on center, and densely planted perennial ground cover.
- iii. The landscaped area shall be greater than or equal to the freestanding sign face area.

**(D) Number**

The permitted subdivision sign may be replaced with two signs of a maximum 16 square feet in area per sign if a sign is placed on each side of the entrance.

**(E) Wall Signage**

No wall signage is permitted.

**(3) Multifamily**

(A) Multifamily developments containing between three and 14 dwelling units shall be permitted one wall sign not to exceed 24 square feet per development.

(B) Multifamily developments containing at least 15 dwelling units shall be permitted:

- i. One freestanding sign per development vehicle entrance, not to exceed 32 square feet per side in maximum sign area and not to exceed six feet in height; and
- ii. One wall sign per building not to exceed 24 square feet each.

**(4) Conforming Nonresidential Uses**

For any nonresidential use approved as a permitted use or conditional use, the provisions of Section 20.04.100(k) shall apply. These provisions may be modified by action of the Board of Zoning Appeals as part of a conditional use approval.

**(5) Legal Nonconforming Multifamily Residential Uses**

Legal nonconforming multifamily residential uses in single family zoning districts with at least three units shall be permitted wall signage not to exceed 10 square feet in area but shall not be permitted any freestanding signs. This subsection supersedes Section 20.04.100(i)(3)(A).

**(6) Legal Nonconforming Nonresidential Uses**

Legal nonconforming nonresidential uses shall be permitted:

- (A) Wall signage not to exceed 10 square feet in area and:
- (B) On lots with less than 30 feet of street frontage, no ~~additional~~ freestanding signs; and
- (C) On lots with 30 feet or more of street frontage, one ~~additional~~ freestanding sign not to exceed 12 square feet in maximum area per side, and not to exceed four feet in height.

**(7) Illumination**

Signs within residential districts shall not be internally illuminated.

**(8) Window Signs**

Window signs are not permitted for residential uses.

**(9) Temporary Signs**

In addition to the temporary signs exempted under Section 20.04.100(c)(2)(C), conforming nonresidential uses and multifamily structures with at least 15 dwelling units are permitted to display temporary signage provided that the temporary signs comply with the following standards:

- (A) All temporary signs shall receive a sign permit from the City Planning and Transportation Department before being displayed;
- (B) A maximum of three temporary signs per display period described below are permitted;
- (C) Temporary sign types shall be limited to freestanding portable signs or materials not prohibited in 20.04.100(e)(8);

- (D) Temporary signs shall not exceed 16 square feet in area per side;
- (E) Freestanding temporary signs shall not exceed six feet in height; and
- (F) External illumination of temporary signs is prohibited.
- (G) Display of temporary signs shall be permitted for a maximum of three periods of up to 30 days per period, per calendar year. These permitted periods may be combined into one or two periods per year provided that the total display period does not exceed 90 days.

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## (j) MS, MM, MC, ME, MI, MH, EM, and PO District Sign Standards

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### (1) Applicability

This sign standards section applies to the MS, MM, MC, ME, MI, MH, EM, and PO zoning districts.

### (2) Wall Signs

The following standards shall apply to wall signs for individual uses or tenants within a multi-tenant center:

#### (A) Allowance

##### i. Individual Nonresidential Uses

The cumulative square footage of all wall signs shall not exceed one and one-half square feet per lineal foot of primary facade facing a public or private street.

##### ii. Multi-tenant Nonresidential Center

The cumulative square footage of all wall signs for any individual tenant shall not exceed one and one-half square feet per lineal foot of the tenant's facade width facing either a public or private street or facing a parking area if no street frontage is adjacent. For purposes of this Section 20.04.100(j), only one facade of the building may be used to measure the sign allowance, with the exception of corner locations in multi-tenant buildings, which shall be permitted to use the side facade as additional facade width.

##### iii. Size Limits

No use shall be limited to less than 30 square feet of wall signage. Uses with less than 200,000 square feet of building area and no use shall not be permitted to exceed 300 square feet of wall signage. Uses with 200,000 square feet or more of building area shall not be permitted to exceed 400 square feet of wall signage.

#### (B) Maximum Projection

Except an awning sign, no part of a wall sign shall project more than 12 inches from the wall or face of the building to which it is attached.

#### (C) Location

Wall signs for individual tenants within a multi-tenant nonresidential center shall be located on a wall of the tenant's lease space.

#### (D) Multi-tenant Nonresidential Centers

In addition to other wall signs permitted in this Section 20.04.100(j)(2), multi-tenant nonresidential centers shall be permitted a single wall sign not exceeding 20 square feet in area.

**(3) Projecting Signs**

A 5 square foot projecting sign is allowed on a tenant's lease space. Projecting signs shall count toward wall signage allotment.

**(3)(4) Freestanding Signs**

The following standards shall apply to all freestanding signs:

**(A) Number**

- i. Freestanding signs shall not be permitted on lots with 30 feet or less of public street frontage.
- ii. Lots with greater than 30 feet and less than 500 feet of frontage on a public street are permitted one freestanding sign.
- iii. Lots with 500 feet or more of public street frontage, one freestanding sign shall be permitted for each 250 feet of public street frontage.
- iv. The number of signs allowed per street frontage shall be determined based on the length of frontage on each street. Each frontage is regulated separately, and total square footages may not be aggregated.
- v. In no case shall any lot have more than four freestanding signs.

**(B) Area****i. Individual Nonresidential Uses**

1. Freestanding signs on lots with greater than 30 feet and less than 50 feet of public street frontage shall not exceed 20 square feet.
2. Freestanding signs on lots with at least 50 feet and less than 75 feet of public street frontage shall not exceed 30 square feet.
3. Freestanding signs on lots with at least 75 feet of public street frontage shall not exceed 45 square feet.
4. Where a lot has more than one public street frontage, each street frontage shall be regulated independently.

**ii. Multi-tenant Nonresidential Centers**

1. Freestanding signs for centers with less than 20,000 square feet of gross floor area are permitted a maximum sign area based on individual nonresidential use allowances listed in the above section 20.04.100(j)(4)(B)i.
2. Freestanding signs for centers with at least 20,000 and less than 35,000 thousand square feet of gross floor area shall not exceed 60 square feet.
3. Freestanding signs for centers with at least 35,000 and less than 50,000 square feet of gross floor area shall not exceed 75 square feet.
4. Freestanding signs for centers with at least 50,000 square feet of gross floor area shall not exceed 125 square feet.
5. Individual tenant panels shall not exceed 36 square feet.
6. Outlots that are not counted toward center square footages shall be permitted freestanding signage based on individual nonresidential uses in Section 20.04.100(j)(4)(B)i.

**iii. Limits**

No property shall be limited to less than 20 square feet of wall signage and no use or tenant shall be permitted to exceed 100 square feet of wall signage.

**(B) Location**

No wall signage shall be located on a side or rear building façade facing a residential use.

**(C) Maximum Projection**

No part of a wall sign, other than an awning sign, shall protrude more than 12 inches from the wall or face of the building to which it is attached.

**(3) Projecting Signs**

A 5 square foot projecting sign is allowed on a tenant's lease space. Projecting signs shall count toward wall signage allotment

**(3)(4) Freestanding Signs**

The following standards apply to permanent freestanding signs:

- (A) Lots with 30 feet or less of public street frontage shall not be permitted any freestanding signs. Lots with more than 30 feet of public street frontage on a single street are permitted a maximum of one freestanding sign.
- (B) No freestanding sign shall exceed 15 square feet in area per side.
- (C) No freestanding sign shall exceed four feet in height.
- (D) Internally illuminated signs are prohibited.

**(4)(5) Permanent Display Cabinets**

Permanent display cabinets shall be subject to the following standards:

- (A) Permanent display cabinets may incorporate interchangeable signage such as banners, flyers, posters, and menus.
- (B) Permanent display cabinets shall count toward the wall signage allowance of the use.
- (C) Individual display cabinets shall not exceed 16 square feet in area per display, measured at the outer edge of the cabinet frame.
- (D) A permanent display cabinet shall not exceed eight feet in height from ground level.
- (E) The permanent display cabinet shall be framed with wood, metal, or other durable material, and enclosed with a transparent cover.

**(5)(6) Temporary Signs**

In addition to the temporary signs exempted under Section 20.04.100(c)(2)(C), each property is allowed to display temporary signage provided that the temporary signs comply with the following standards:

- (A) All temporary signs shall receive a sign permit from the Planning and Transportation Department prior to being displayed.
- (B) The following numbers of signs are permitted:
  - i. Individual nonresidential uses shall be permitted a maximum of three temporary signs.
  - ii. Multifamily structures with at least 15 dwelling units shall be permitted a maximum of three temporary signs.

ZO-12-22					
Redline Page Number	Online UDO Page Number	Citation	Current Language	Proposed Language	Synopsis
110-111	107	20.04.020 Table 04-3	none	[4] Lots zoned MM north of 1st Street, south of 2nd Street, east of Maple Street (extending south of 2nd Street to 1st Street), and west of Morton Street the Impervious surface coverage (maximum) shall be 85%. [5] Lots zoned MM north of 1st Street, south of 2nd Street, east of Maple Street (extending south of 2nd Street to 1st Street), and west of Morton Street the Landscape Area minimum shall be 15%.	Syncs the UDO with the Bloomington Hospital Site Reuse Master Plan (pages 62-63) with lot areas available for redevelopment
111	108	Table 04-4	Side and Rear Parking Setback for Downtown Character Overlays	Matching those standards to existing standards in 20.04.080(h0(1)(A)(ii)	Setbacks are currently only in landscape section
111	108	Table 04-4	MD-ST Impervious Surface Coverage/Landscape Area split 75%/25%	Change to 85%/15%	To reflect a more urban design as proposed various Plans
116	113	Table 04-7	DU=dwelling unit	delete DU=dwelling unit, add Solar Collector and reference 20.03.030(f)(2)	fix a typo and cross-reference solar collector use standards
139	136	20.04.050(c)(3)(B)(ii)	No entrance or drive shall exceed the following pavement widths for two-way traffic (if one-way, the measurements shall be one-half of the below requirements):	No entrance or drive located in the front yard of a property shall exceed the following pavement widths for two-way traffic (if one-way, the measurements shall be one-half of the below requirements):	Clarifies location for restriction of driveway width
140	136	20.04.050(c)	None	Add new section (4) Connectivity - Where adjacent properties have street or access drive stubs to the shared property lines, these stubs shall be connected and extended.	Adds new language for connecting to adjacent street or driveway stubs
149	145	20.04.060(d) Table 04-9	Minimum parking requirements for duplexes, triplexes, fourplexes are required always	Add footnote [3] that minimum parking for duplexes, triplexes, fourplexes only applies in the R1, R2, R3, and R4 districts.	Clarifies that minimum parking only applies in certain districts. There is no minimum parking for multi-family in the mixed use and higher density residential districts
152	149	20.04.060(e) Table 04-10	No limit on parking for contractor's yard	one parking space per approved building occupancy	Provides a maximum parking requirement for contractor's yard, as it presents issues with change of use
157	153	20.04.060(i)(3)(B)	(A) The length of a parking stall may be reduced to 16 feet allowing the front of vehicles to overhang the required parking space by two feet; provided that: i. Any raised curb in the overhang areas is no more than four inches in height; and ii. The front of the parking space is located adjacent to a landscaped area or sidewalk that is at least six feet in width.	<del>(A) The length of a parking stall may be reduced to 16 feet allowing the front of vehicles to overhang the required parking space by two feet; provided that: i. Any raised curb in the overhang areas is no more than four inches in height; and ii. The front of the parking space is located adjacent to a landscaped area or sidewalk that is at least six feet in width.</del>	Removes unnecessary language which is better represented in the table
157	153	20.04.060(i)(3)	All on-site parking and maneuvering areas shall be constructed according to the following minimum dimensional standards	All on-site parking and maneuvering areas shall be constructed according to the following minimum dimensional standards <b>and per Table 04-11</b>	States that Table 04-11 contains the standards
169	165	20.04.070(d)(3)	None	Add architectural standards section from non-residential section (D, E, H)	Adds architectural standards for RM and RH district (new H, I, J)
172	167	20.04.070(g)	none	Add a new section (g) Solar Ready Buildings	adds a new standard that buildings will be built to solar ready standards
178-179	172	20.04.080 Table 04-14	Landscaping list	Revised species allowed for street trees	Per Urban Forester, there are some changes to the list of approved species for street trees
189	181	20.04.080(g)(2)(B)	All required buffer yard areas shall be provided entirely on the subject property and shall be in addition to setbacks required by Section 20.04.020 (Dimensional Standards). The required buffer yards shall be installed despite the presence of streets, alleys, streams or other features that may separate the two properties.	All required buffer yard areas shall be provided entirely on the subject property and shall be in addition to setbacks required by Section 20.04.020 (Dimensional Standards). The required buffer yards shall be installed despite the presence of streets, alleys, streams or other features that may separate the two properties.	Clarifies that buffer yards are not required for the portions of a property along a public street
194	187	20.04.080(m)(2)(A)	(A) Outdoor ground-mounted mechanical equipment (e.g., subpanels, air conditioners, heating, cooling and ventilating equipment, kitchen hoods and vents, swimming pool equipment, pumps and heaters, propane tanks), and all other mechanical equipment shall be located where it is not visible from public open space, public trails, public streets, or from adjacent properties to the maximum extent practicable.	(A) Outdoor ground-mounted mechanical equipment <b>which relates to power supply, watering, heating, ventilating, and similar purposes</b> (e.g., including but not limited to, subpanels, and transformers, air conditioners, heating, cooling and ventilating equipment, kitchen hoods and vents, swimming pool equipment, pumps and heaters, propane tanks), and all other mechanical equipment shall be located where it is not visible from public open space, public trails, public streets, or from adjacent properties to the maximum extent practicable.	Clarifies the type of equipment and fixtures classified as ground mounted mechanical equipment
205	198	20.04.100(g)(1)(A)	All freestanding signs shall be set back a minimum of two feet from the front property line or outside of the required clear zone of a public sidewalk, whichever is greater, unless specifically approved by the City's Transportation and Traffic Engineer	All freestanding signs shall be set back a minimum of two feet from the <del>front property line</del> <b>proposed right-of-way line</b> or outside of the required clear zone of a public sidewalk, whichever is greater, unless specifically approved by the City's Transportation and Traffic Engineer	Revises the setback language so that freestanding signs are not located in the proposed right-of-way
207	200	20.04.100(i)(6)(B)	(A) On lots with less than 30 feet of street frontage, no additional freestanding signs; and	(A) On lots with less than 30 feet of street frontage, no <del>additional</del> -freestanding signs; and	Removes confusing text
207	200	20.04.100(i)(6)(C)	(A) On lots with 30 feet or more of street frontage, one additional freestanding sign not to exceed 12 square feet in maximum area per side, and not to exceed four feet in height.	(A) On lots with 30 feet or more of street frontage, one <del>additional</del> -freestanding sign not to exceed 12 square feet in maximum area per side, and not to exceed four feet in height.	Removes confusing text
208	201	20.04.100(j)(2)(A)(iii)	No use shall be limited to less than 30 square feet of wall signage and no use shall be permitted to exceed 300 square feet of wall signage.	No use shall be limited to less than 30 square feet of wall signage. <b>Uses with less than 200,000 square feet of building area and no use shall not be permitted to exceed 300 square feet of wall signage. Uses with 200,000 square feet of building area or more shall not be permitted to exceed 400 square feet of wall signage.</b>	Adjusts maximum signage allowance to allow more signage for larger buildings. Reflects variances that were done for Bloomington High School South and Catalant that have significantly larger building square footage than normal
209	201	20.04.100(j)	None	Add new section (3) Projecting Signs- A 5 square foot projecting sign is allowed on a tenant's lease space. Projecting signs shall count toward wall signage allotment.	Adds language for small projecting signs
212	204	20.04.100(k)	None	Add new section (3) Projecting Signs- A 5 square foot projecting sign is allowed on a tenant's lease space. Projecting signs shall count toward wall signage allotment.	Adds language for small projecting signs

**\*\*\* Amendment Form \*\*\***

**Ordinance #:** 22-10  
**Amendment #:** Am 01  
**Submitted By:** Cm. Smith (at request of Planning staff)  
**Date:** May 18, 2022  
**Proposed Amendment:**

1. The proposal forwarded to the Common Council by the Plan Commission and attached to Ordinance 22-10 as “Attachment A” (ZO-12-22) shall be amended as shown in the red-line version of BMC 20.04.110 attached hereto.

**Synopsis and Reason for Amendment**

This amendment proposes changes to the existing Incentives section in Chapter 4 of Title 20, the Unified Development Ordinance. After working with the incentives since their adoption, the Department is proposing various changes in order to increase utilization of the incentives, as well as improve the outcomes of projects that utilize these incentives. These changes work in tandem with other changes proposed in Chapter 3. These changes were always intended to be included in the Ordinance update that went to Plan Commission, but were omitted through an error during the compilation of the Plan Commission packets.

The amendment proposes the following:

- Increase the earnings threshold for 7.5 percent of affordable units in a Tier II affordable housing incentive bonus project from 80 percent to 90 percent
- Alter the requirements for Student Housing or Dormitory projects outside of the MD zoning district, removing the linkage study requirement
- Increase bulk reductions eligible in an affordable housing incentive bonus project
- Split the benefit for using both the affordable housing and sustainable incentives by Tier
- Add a proof of advertising requirement before occupancy for affordable housing incentive bonus projects
- Increase the allowable distance from the project site for associated affordable units to ¼ mile for affordable housing incentive bonus projects
- Alter the process for a Payment-in-Lieu agreement for affordable housing incentive bonus projects
- Reorganize the sustainable development incentive section
- Require compliance with more sustainable practices to receive the incentive bonuses
- Increases base Solar Reflectance Index readings for hardscape and roofing that is light-colored and being used for incentive bonuses
- Increase the percentage of spaces that are required to be covered to receive incentive bonuses for covered parking

**Committee Recommendation (05/11/22):** 5-0-2  
**Regular Session Action:** Pending

- iv. Signs shall be truly portable and shall not be permanently affixed to any structure or sidewalk.

**(C) Placement**

Sandwich board signs shall meet the following placement criteria.

- i. Signs shall be placed only on sidewalks with a minimum width of seven feet.
- ii. Signs shall be removed from the public sidewalk at the end of each business day.
- iii. Signs shall be located a maximum of two feet from the building; or in the tree plot outside of the sidewalk.
- iv. Signs shall be placed a minimum of 48 inches from all obstructions within the sidewalk including newspaper boxes, outdoor tables and seating, trees and tree grates, bicycle racks, trash receptacles and any other item impeding pedestrian or wheelchair movement.
- v. Signs shall be placed a minimum of eight feet from a building corner or pedestrian crosswalk.
- vi. Sign placement shall meet all requirements of the ADA.
- vii. Signs shall not be placed within the right-of-way of the B-Line Trail. Sandwich board signs for properties with frontage along the trail shall be placed within the setback between the building and the trail right-of-way.

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## 20.04.110 Incentives

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### (a) Applicability

These affordable housing and sustainable development incentives are available to all development, except for Student Housing or Dormitory projects located in the MD zoning district .

### (b) General Standards

The following standards apply to all projects seeking the affordable housing or sustainable development incentives in this Section 20.04.110.

#### (1) Neighborhood Transition Standards

- (A) All projects abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the neighborhood transition standards established in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- (B) Where a primary structure's maximum height incentive is in conflict with the neighborhood transition standards established in Section 20.04.070(d)(5) (Neighborhood Transition Standards ), the neighborhood transition standards shall govern. The petitioner may request relief from the neighborhood transition standards in accordance with the development standards variance procedure pursuant to Section 20.06.080(b) (Variance).

#### (2) Waiver of Fees

- (A) When a petition qualifies for one or more of the incentives in this Section 20.04.110, filing fees for the Plan Commission and/or Board of Zoning Appeals shall be waived.



- (B) When a petition that qualifies for one or more of the incentives in this Section 20.04.110 has been approved by the decision-making body:
  - i. Fees associated with right-of-way excavation permits for the project shall be waived; and
  - ii. Sewer hook-on fees for the project may be waived or reduced by the utilities service board.

### (3) Administration

- (A) A petition for these development incentives shall be included with a petition for development approval.
- (B) Projects that qualify for the affordable housing incentive and/or the sustainable development incentive established in Section 20.04.110: (Incentives), shall have the site plan portion of the petition processed as a minor (rather than major) site plan, except when the project is adjacent to a lot in the R1, R2, R3, or R4 zoning districts or contains more than 50 dwelling units.
- (C) Staff shall determine if the project is eligible to receive incentives and if it satisfies the criteria established in this Section 20.04.110.
- (D) Where the final approval authority determines that the project satisfies the criteria of this Section 20.04.110, the final approval authority may authorize the modifications to development standards otherwise applicable to the project to allow the use of the approved incentives, but may not modify the Neighborhood Transition Standards in Section 20.04.070(d)(5).
- (E) The city may withhold issuance of a Certificate of Zoning Compliance or recommendation for a Certificate of Occupancy until verification that the project satisfies the affordable housing and/or sustainable development standards approved as part of the development petition.

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## (c) Affordable Housing

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### (1) Purpose

The purpose of these standards is to encourage the provision of affordable housing for very low-, low-, and moderate-income households. Affordable housing is necessary to help maintain a diverse housing stock and to allow all residents to have better access to jobs and to improve their economic status.

### (2) Eligibility

Projects that satisfy one of the following criteria shall be eligible for the incentives established in subsection (5) below:

#### (A) Tier 1

- i. At least 60 percent of the total gross floor area of the building (including additional area awarded with an incentive) is dedicated to residential dwellings; and
- ii. A minimum of 15 percent of the total dwelling units (including those on floors awarded with an incentive) are income-restricted permanently, unless otherwise adjusted or forfeited by the City, to households earning less than 120 percent of the HUD AMI for Monroe County, Indiana; or

#### (B) Tier 2

- i. At least 60 percent of the total gross floor area of the building (including additional area awarded with an incentive) is dedicated to residential dwellings; and

- ii. A minimum of 7.5 percent of the total dwelling units (including those on floors awarded with an incentive) are income-restricted permanently, unless otherwise adjusted or forfeited by the City, to households earning below 120 percent of the HUD AMI for Monroe County, Indiana; and
- iii. A minimum of 7.5 percent of the total dwelling units (including those on floors awarded with an incentive) are income-restricted permanently, unless otherwise adjusted or forfeited by the City, to households earning below ~~80~~ 90 percent of the HUD AMI for Monroe County, Indiana.

### (3) Nonresidential Projects

Nonresidential projects that satisfy the following criteria shall qualify for the incentives established in subsection (5) below:

- (A) A linkage study has been approved by the City demonstrating that the proposed project results in an increased demand for affordable dwelling units in Bloomington; and
- (B) The petitioner takes one of the following actions in response to the findings of the linkage study:
  - i. The petitioner constructs at least the number of affordable dwelling units required to offset the increased demand for affordable housing calculated based on the linkage study, and each of those affordable dwelling units (a) is located off site, and (b) is deed-restricted to meet the Tier 1 or Tier 2 criteria for affordability levels and length of income restriction in Section 20.04.110(c), and (c) complies with the standards in Section 20.04.110(c)(6); or
  - ii. The petitioner purchases at least the number of existing market-rate dwelling units required to offset the increased demand for affordable housing calculated based on the linkage study, and each purchased market-rate unit is converted to an affordable dwelling unit that (a) is deed-restricted to meet the Tier 1 or Tier 2 criteria for affordability levels and length of income restriction in Section 20.04.110(c), and (b) complies with the standards in Section 20.04.110(c)(6); or
  - iii. The petitioner submits a payment-in-lieu of the construction or purchase of affordable dwelling units described in subsection (i) and (ii) above, pursuant to Section 20.04.110(c)(7), calculated on a per bedroom rate, in an amount sufficient to at least offset the increased demand for affordable housing calculated based on the linkage study.

### (4) Student Housing or Dormitory Projects

Student housing or dormitory projects located outside of the Mixed-Use Downtown (MD) zoning district ~~that satisfy the following criteria~~ shall qualify for the incentives established in subsection (5) below:

- ~~(A) A linkage study has been approved by the City demonstrating that the proposed project results in an increased demand for affordable dwelling units in Bloomington; and~~
- ~~(B) The petitioner takes one of the following actions in response to the findings of the linkage study:~~

- ~~i. The petitioner constructs at least the number of affordable dwelling units required to offset the increased demand for affordable housing calculated based on the linkage study, and each of those affordable dwelling units (a) is located on or off site, and (b) is deed-restricted to meet the Tier 1 or Tier 2 criteria for affordability levels and length of income restriction in Section 20.04.110(c), and (c) complies with the standards in Section 20.04.110(c)(6); or~~
- ~~ii. The petitioner purchases at least the number of existing market-rate dwelling units required to offset the increased demand for affordable housing calculated based on the linkage study, and each purchased market-rate unit is converted to an affordable dwelling unit that (a) is deed-restricted to meet the Tier 1 or Tier 2 criteria for affordability levels and length of income restriction in Section 20.04.110(c), and (b) complies with the standards in Section 20.04.110(c)(6); or~~
- ~~iii. The petitioner submits a payment in lieu of the construction or purchase of affordable dwelling units described in subsection i and ii above, pursuant to Section 20.04.110(c)(7), calculated on a per bedroom rate, in an amount sufficient to at least offset the increased demand for affordable housing calculated based on the linkage study.~~

## (5) Affordable Housing Incentives

### (A) Reduced Bulk Requirements

The following dimensional standards shall apply to single-family and duplex residential lots in the R1, R2, R3, and R4 zoning districts that meet either of the two criteria in subsection (2) above:

- i. The minimum lot area for subdivision may be reduced up to ~~30-50~~ percent.
- ii. The minimum lot width for subdivision may be reduced up to ~~20-40~~ percent.
- iii. The side building setbacks may be reduced to five feet regardless of the number of stories.
- iv. The rear building setback may be reduced to 15 feet.
- v. Where these standards conflict with the neighborhood transition standards established in Section 20.04.070(d)(5) (Neighborhood Transition Standards), the neighborhood transition standards shall govern.

### (B) Primary Structure Height

#### i. Eligibility

In addition to the eligibility criteria in 20.04.110(c)(2), affordable housing projects seeking increased maximum primary structure height shall comply with the following criteria:

1. The building shall contain six or more dwelling units; and
2. Unit size and bedroom mix for deed-restricted units shall be comparable to those for market-rate units.

#### ii. Tier 1 Projects

Projects that meet the Tier 1 affordability standards may increase the primary structure height by one floor of building height, not to exceed 12 feet, beyond the maximum primary structure height established for the zoning district where the project is located, as identified in Section 20.04.020 (Dimensional Standards).

**iii. Tier 2 Projects**

Projects that meet the Tier 2 affordability standards may increase the primary structure height by two floors of building height, not to exceed 24 feet, beyond the maximum primary structure height established for the zoning district where the project is located, as identified in Section 20.04.020 (Dimensional Standards).

**iv. Sustainable Development Bonus**

1. Tier 1 Projects: Projects that are eligible for increased primary structure height for affordable housing and sustainable development shall be eligible for one additional floor of building height, not to exceed 12 feet.
2. Tier 2 Projects: Projects that are eligible for increased primary structure height for affordable housing and sustainable development shall be eligible for one additional floor of building height, not to exceed 12 feet. The additional floor of building height granted under this subsection (iv)(2) shall be limited to 50 percent of the building footprint area of primary structure, and that additional floor shall be set back at least 10 feet further than the lower floors of the building.

**(6) Other Standards**

The following standards shall apply to all affordable housing projects seeking incentives under this section 20.04.110(c).

**(A) Agreement Required**

Petitioners shall enter into an affordable housing program or agreement administered by the federal, state, or local governments, or an organization approved by those governments to ensure that no person shall sell, rent, purchase, or lease an affordable housing unit created pursuant to this Section 20.04.110(c)(5) except to income-eligible households and in compliance with the provisions of this section.

**(B) Advertising Requirement**

Proof that the income eligible units will be marketed and leased similar to the market-rate units is required before occupancy can be issued.

**(B)(C) Location**

- i. All affordable units constructed or rehabilitated under this Section 20.04.110(c)(5) shall be located either on site or within 1,000-1,320 feet of the project site. Required affordable dwelling units shall not be located in less desirable locations than market-rate units and shall not, on average, be less accessible to public amenities, such as open space, than the market rate units.
- ii. Affordable housing shall be indistinguishable from market-rate units, integrated with the rest of the development, and shall be compatible with the market rate units in design, appearance, construction and quality of materials.
- iii. If provided off site, the petition for construction of required affordable dwelling units shall be processed simultaneously with the project for which the incentive was approved. No petition for development shall be approved if a related petition for required affordable housing units is denied or the number of required affordable dwelling units is reduced.

**(7) Payment-in-Lieu**

- (A) A payment-in-lieu of providing housing that meets the Tier 1 or Tier 2 affordability criteria may be authorized by ~~the Plan Commission if it determines that:~~ an agreement with the City and all payments will be deposited into the Housing Development Fund.
- ~~i. Creation of affordable housing on the petitioner's property would lead to an undesirable area/neighborhood concentration of very low- or low-income housing; or~~
  - ~~ii. Creation of affordable housing on the petitioner's property would result in income-restricted households being located more than a 10-minute walk or one-quarter mile from needed public services or public transit; or~~
  - ~~iii. Because of the small size of the petitioner's project, compliance with Tier 1 or Tier 2 affordability standards would require the creation of less than three affordable dwelling units.~~
- (B) The provisions of this Section 20.04.110(c)(7) shall become effective no later than the effective date of the UDO, by which time administrative procedures for calculating, collecting, accounting for, and spending payments-in-lieu in compliance with all applicable law shall be adopted and publicly available in the Administrative Manual within the Planning and Transportation Department. The procedures used for calculating, collecting, accounting for, and spending shall be reviewed frequently and updated as local housing market conditions change. The calculations may use or be based upon one or more of the following methods:
- i. Housing and Urban Development (HUD) annual rents based on Area Median Income;
  - ii. Area Median Income (per person, income bracket, etc.);
  - iii. Rental rates per unit or per bedroom;
  - iv. Utility rates allowances per unit;
  - v. Tiered rental rates based on percentages above and/or below AMI; and
  - vi. Payment contribution rates.

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**(d) Sustainable Development**

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**(1) Purpose**

The Comprehensive Plan recognizes sustainability as a key component of nurturing Bloomington's environmental integrity. The following incentives are intended to encourage the use of sustainable development, rehabilitation, and retrofit practices in Bloomington beyond the baseline standards required by this UDO.

**(2) Eligibility**

Projects seeking the sustainable development incentives established in Section 20.04.110(d)(3) shall meet the qualifying criteria established in 20.04.110(a), shall be located on a previously developed lot(s) served by water and sewer utilities for at least five years prior to construction of petitioner's project, and shall satisfy one of the following two options below:

**(A) Option 1**

Projects seeking the sustainable development incentives established in Section 20.04.110(d)(3) shall demonstrate compliance with ~~at least four of~~ the following ~~six~~ qualifying criteria:

**i. Storm Water**

The development site shall provide low impact development stormwater management by installing permanent infiltration or collection features (e.g., swale, culvert outfall, rainwater cistern) that can retain 100 percent of the runoff from at minimum, the 95th percentile (80th percentile for development in the MD zoning district) of regional rainfall events, based on the daily rainfall data and the methodology in the U.S. Environmental Protection Agency (EPA) Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act or a successor or replacement document issued by the EPA.

**ii. Light Colored Hardscaping**

At least 80 percent of horizontal hardscaping materials shall be installed with a solar reflectance index (SRI) of ~~29-86~~ or greater. The SRI shall be calculated in accordance with ASTM E1980. ~~A default SRI value of 35 for new concrete without added color pigment may be used instead of measurements.~~

**iii. Covered Parking**

1. A minimum of ~~75-90~~ percent of parking spaces shall be provided under cover. Any roof used to shade, or cover parking shall:
  - [a] Have a three-year aged SRI of at least ~~32-78~~ (if three-year aged value information is not available, use materials with an initial SRI of at least 39 at installation); or
  - [b] Be 75% covered by energy generation systems, such as solar thermal collectors or photovoltaics.
2. Parking calculations shall include all existing and new off-street parking spaces that are leased or owned by the project, including parking that is outside the project boundary but is used by the project. On-street parking in public rights-of-way is excluded from these calculations.
3. Parking spaces within a parking structure shall count toward meeting this standard.

**iv. Solar Energy, Cool or Vegetated Roof**

Provide a roof meeting the standards in subsections (1), (3), ~~(3)~~ or ~~(4)~~ below. Roofs containing vegetation must follow landscaping standards pursuant to subsections 20.04.080(c): *General Landscaping*, 20.04.080(d): *Permitted Plant Species*, and 20.04.080(e): *Prohibited Plant Species*.

**1. Solar Energy**

Install an on-site solar photovoltaic system covering an area anywhere on the building or lot equal to or greater than 35 percent of the total roof area of all primary buildings, or an area equal to or greater than an amount required to provide 40 percent of estimated annual average electricity used in all primary buildings. Other renewable energy devices may be used in place of on-site solar panels so long as evidence of equivalent electricity generation capacity is provided.

**4.2 Cool Roof**

Install a cool roof on at least 70 percent of the total roof surface using roofing materials that have an aged SRI equal to or greater than the values in Table 4-21. If aged SRI is not available, the roofing material shall have an initial SRI equal to or greater than the values in Table 4-21.

**Table 04-21: Minimum Solar Reflectance Index (SRI)**

	Slope	Initial SRI	Aged SRI
Low-sloped roof	≤ 2:12	82	64
Steep-sloped roof	> 2:12	39	32

**2.3. Vegetated Roof**

Install a vegetated roof on at least 70 percent of the total roof surface using native or adapted plant species. Vegetated roofing shall comply with ASTM E2400-06: Standard Guide for Selection, Installation, and Maintenance of Plants for Green Roof Systems.

**3.4. Combination Roof**

Install a combination solar energy, cool roof and vegetated roof, with each portion meeting the applicable standards in subsections 1, 2, and ~~2~~ 3 above, and together covering at least 70 percent of the roof surface.

**~~v.~~ Solar Energy**

~~Install on site solar photovoltaic system covering an area anywhere on the building or lot equal to or greater than 35 percent of the total roof area of all primary buildings, or an area equal to or greater than an amount required to provide 40 percent of estimated annual average electricity used in all primary buildings. Other renewable energy devices may be used in place of on-site solar panels so long as evidence of equivalent electricity generation capacity is provided.~~

**~~vi.~~v. Building Efficiency**

Design the project to achieve improved building energy performance beyond the minimum required building code standards by:

1. Demonstrating that the project qualifies for a minimum of ~~45~~ 17 points from the LEED v4.1 BD+C Optimize Energy Performance credit; or
2. Demonstrating that the project qualifies for a minimum of 100 points from the Assessing Energy Performance standards, as provided in Section 3.3.1.1 of the Green Globes for New Construction v1.5 Technical Reference Manual.

**(B) Option 2**

Projects seeking the sustainable development incentives established in Section 20.04.110(d)(3) shall submit proof that the project is being reviewed and expects to receive certification by the following verified third-party sustainability programs:

- i. Silver Certification by the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system;
- ii. Silver Certification by the Home Innovation National Green Building Standard (NGBS) Green Certified rating system;
- iii. Petal Certification by the International Living Future Institute Living Building Challenge (LBC) rating system; or
- iv. Three Green Globes Certification by the Green Building Initiative (GBI) Green Globes Certification rating system;

- v. Another verified third-party sustainability program producing equal or greater sustainability benefits to at least one of the programs listed in subsections (i.) through (iv.) above, as determined by the Planning and Transportation Director.

### (3) Sustainable Development Incentives

#### (A) Single-Family, Duplex, Triplex, and Fourplex Uses

- i. Single-family and duplex residential projects in the R1, R2, and R3 zoning districts that satisfy the sustainable development criteria in Option 1 or Option 2 above shall be eligible for the reduced bulk requirements established in Section 20.04.110(c)(5)(A) (Reduced Bulk Requirements).
- ii. Single-family, duplex, triplex, and fourplex residential uses that satisfy the sustainable development criteria in Option 1 or Option 2 above shall not be eligible for additional primary structure height.

#### (B) All Other Uses

Projects that satisfy the sustainable development criteria in Option 1 or Option 2 above shall be eligible for additional primary structure height as established below:

- i. One floor of building height, not to exceed 12 feet, beyond the maximum primary structure height established for the zoning district where the project is located, as identified in Section 20.04.020 (Dimensional Standards).
- ii. Projects that qualify for the affordable housing incentives in Section 20.04.110(c) (Affordable Housing) in addition to the sustainable development incentive in 20.04.110(d)(2) shall be eligible for the additional incentive height described in Section 20.04.110(c)(5)(B)iv.

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## 20.04.120 Operation and Maintenance

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### (a) Siltation and Erosion

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- (1) Sedimentation basins and other control measures necessary to meet the requirements of Section 20.04.030(d) (Siltation and Erosion Prevention) shall be maintained by the property owner during construction.
- (2) Any site stabilization measures shall be maintained by the property owner in perpetuity.
- (3) Sediment shall be removed to maintain a depth of three feet.

### (b) Landscaping

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Developers and their successors in interest shall be responsible for the regular maintenance of all landscaping elements in perpetuity. Failure to maintain all landscaping is a violation of this UDO.

Specifically:

- (1) All plant material, including plant material on vegetated roofs, shall be maintained alive, healthy, and free from disease and pests;
- (2) All landscape structures including, but not limited to, vegetated roof infrastructure, raised landscape planters, fences, and walls shall be repaired or replaced periodically to maintain a structurally sound and aesthetic condition;



**ORDINANCE 22-11**  
**TO AMEND TITLE 20 (UNIFIED DEVELOPMENT ORDINANCE)**  
**OF THE BLOOMINGTON MUNICIPAL CODE –**  
**Re: Technical Corrections Set Forth in BMC 20.05, 20.06, & 20.07**

WHEREAS, the Common Council, by its Resolution 18-01, approved a new Comprehensive Plan for the City of Bloomington, which took effect on March 21, 2018; and

WHEREAS, thereafter the Plan Commission initiated and prepared a proposal to repeal and replace Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance” (“UDO”); and

WHEREAS, on December 18, 2019 the Common Council passed Ordinance 19-24, to repeal and replace the UDO; and

WHEREAS, on January 14, 2020 the Mayor signed and approved Ordinance 19-24; and

WHEREAS, on April 15, 2020, the Common Council passed Ordinance 20-07 and Ordinance 20-08; and

WHEREAS, on April 18, 2020, the Unified Development Ordinance became effective; and

WHEREAS, on March 14, 2022, the Plan Commission voted to favorably recommend this amendment proposal to the Common Council, after providing notice and holding public hearings on the proposal as required by law; and

WHEREAS, the Plan Commission certified this amendment proposal to the Common Council on March 23, 2022; and

WHEREAS, in preparing and considering this proposal, the Plan Commission and Common Council have paid reasonable regard to:

- 1) the Comprehensive Plan;
- 2) current conditions and character of current structures and uses in each district;
- 3) the most desirable use for which land in each district is adapted;
- 4) the conservation of property values throughout the jurisdiction; and
- 5) responsible development and growth; and

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance”, is amended.

SECTION II. An amended Title 20, entitled “Unified Development Ordinance”, including other materials that are incorporated therein by reference, is hereby adopted. Said replacement ordinance consists of the following documents which are attached hereto and incorporated herein:

1. The Proposal forwarded to the Common Council by the Plan Commission with a favorable recommendation, consisting of:
  - (A) ZO-13-22, (“Attachment A”)
  - (B) Any Council amendments thereto (“Attachment B”)

SECTION III. The Clerk of the City is hereby authorized and directed to oversee the process of consolidating all of the documents referenced in Section II into a single text document for codification.

SECTION IV. Severability. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION V. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED AND APPROVED by me upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This petition contains amendments to subdivision standards, administrative procedures, and definitions in the code. These amendments add, remove, or edit existing text to clarify and amend standards, procedures, and definitions. There are 12 amendments identified.

\*\*\*\*ORDINANCE CERTIFICATION\*\*\*\*

In accordance with IC 36-7-4-604 I hereby certify that the attached Ordinance Number 22-11 is a true and complete copy of Plan Commission Case Number ZO-13-22 which was given a recommendation of approval by a vote of 6 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on March 14, 2022.



Date: March 23, 2022

\_\_\_\_\_  
Scott Robinson, Secretary  
Plan Commission

Received by the Common Council Office this 23rd day of March, 2022.

  
\_\_\_\_\_  
Nicole Bolden, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement Ordinance # _____	Resolution # _____
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Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____	Emergency _____
Unforeseen Need _____	Other _____

Funds Affected by Request:

Fund(s) Affected _____	_____	_____
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/- )	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes \_\_\_\_\_ No XX

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

Approval of case ZO-13-22 amends the 2021 Unified Development Ordinance (UDO), by adding, removing, and editing existing text to clarify and amend standards, by the Bloomington Plan Commission. This ordinance is in accordance with Indiana Code 36-7-4-600.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

## Case # ZO-13-22 Memo

To: Bloomington Common Council

From: Bloomington Plan Commission  
Jackie Scanlan, AICP Development Services Manager

Date: March 23, 2022

Re: Text Amendments to Unified Development Ordinance

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The Plan Commission heard case ZO-13-22 on March 14, 2022 and voted to send the petition to the Common Council with a positive recommendation with a vote of 6-0.

The Planning and Transportation Department proposes its annual update and amendment to the Unified Development Ordinance (UDO), Title 20 of the Bloomington Municipal Code.

The last UDO Update process was completed in the Spring of 2021, with the final text amendment Ordinance becoming effective in July 2021. That update was the culmination of the much larger effort to update the UDO and Zoning Map that began with the Comprehensive Plan update in 2018. This update is a smaller scale and regular maintenance of the code. Staff utilizes the UDO every day in our interactions with the public and other Departments, and has identified portions of the code that contain errors or that may benefit from amendment. No changes to proposed uses or zoning districts are included in this update.

The proposal is divided into four (4) petitions. One petition is discussed below:

1. ZO-13-22 | Chapter 5: Subdivision Standards; Chapter 6: Administration & Procedures; Chapter 7: Definitions

### ZO-13-22 | Chapter 5: Subdivision Standards; Chapter 6: Administration & Procedures; Chapter 7: Definitions

This petition clarifies protections for environmental features in non-platting situations; adds the Engineering Department to procedures for new street lighting; requires attendance at Development Review Committee for applicants; syncs our public notice requirements with those of the State; modifies and syncs the triggers for both minor and major site plans; modifies the triggers for grading permits; clarifies confusing language related to secondary plat expiration and minor modifications; and allows minor modifications to be done for certificates of zoning compliance. There are 12 amendments identified. These amendments are needed to provide clarity on environmental protection requirements. These amendments also correct and update an error from the UDO overhaul related to notice requirements for hearings. The amendments also clarify a number of other areas where the language in code was not quite clear, as well as extends the minor modification procedure to certificates of zoning compliance, which was originally intended.

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## 20.05.040 Easements

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### (a) Applicability

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All proposed plats submitted for approval under the provisions of this Chapter 20.05: (Subdivision Standards) shall comply with the standards in this Section 20.05.040.

### (b) General Standards

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- (1) All easements and corresponding utility location plans shall be approved prior to the approval of the plat.
- (2) All necessary easements shall be clearly identified on secondary plats and shall be recorded per processes as defined within Chapter 20.06: (Administration & Procedures), and shall include a definition consistent with Section 20.05.040(e).
- (3) All proposed plats shall clearly identify all existing easements on the property, including dimensions, bearings, and recorded instrument numbers.
- (4) Signs shall not be located within utility easements unless the sign is a public sign authorized by Section 20.04.100(c)(2)(A) (Public Signs), and is further authorized by the city.
- (5) Each easement shall allocate sufficient areas for the utilities, infrastructure, amenities, or features that are the subject of the easement, including but not limited to drainage, utilities, tree preservation, environmental conservation, pedestrian access, vehicular access, and transit facilities, wherever necessary.

### (c) Environmental Features

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The following environmental features that are determined to not be developable per Section 20.04.030 (Environment) shall be placed within the appropriate easements on the secondary plat or set aside in easements on a deed where no plat is required or proposed, as identified in Section 20.04.030 (Environment).

- (1) All areas of excessive slope as defined in Section 20.04.030(c) (Steep Slopes).
- (2) All karst features and their required buffer zones as defined in Section 20.04.030(g) (Karst Geology).
- (3) All required riparian buffer areas as defined in Section 20.04.030(f) (Riparian Buffers).
- (4) All areas within regulatory floodways and floodway fringes as defined in Section 20.04.040 (Floodplain).
- (5) All delineated wetlands and required wetland buffer areas as defined in Section 20.04.030(h) (Wetlands).
- (6) All trees required to be preserved by Section 20.04.030(i) (Tree and Forest Preservation).

### (d) Maintenance

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- (1) For features required to be in an easement, maintenance shall generally be the responsibility of the lot owner, except as expressly provided otherwise in this UDO or in the development approval.
- (2) A grant of authority to the city to enter upon an easement for purposes of inspection, maintenance and/or repair of a feature within the easement shall not be construed as relieving the owner or owners of such responsibility.

**(B) City's Responsibilities**

The petitioner shall be responsible for disseminating specifications for the installation of all public safety related street signs for streets, including, but not limited to speed limit signs, stop signs, yield signs and street name signs. The City's engineering policies and nationally recognized engineering standards shall be used to determine the type, size, height and location of each of these public signs required for any development. Site specific engineering work necessary to document compliance shall be prepared by a licensed engineer.

**(C) Petitioner's Responsibilities**

- i. The petitioner shall be required to install public signs prior to any street being opened to public. These public signs shall be installed in the location and to the height determined by the City Planning and Transportation Department.
- ii. The petitioner shall install a minimum of one street name public sign at each street intersection within the subdivision and on all perimeter intersections. At least one public sign shall be set on the most conspicuous corner of the intersections, at a point approximately six inches from the sidewalk intersection (on the street side).
- iii. The petitioner shall install temporary street name public signs for any streets open to the public during construction. Such public signs shall meet the location requirements specified for street name public signs in (ii) above. Temporary street name public signs shall be removed when permanent street name public signs are installed.

**(10) Street Lighting**

**(A) Street Lighting Plan**

All subdivisions shall be required to have a street lighting plan approved by the City Engineering Department and submitted to the City Board of Public Works as a component of the secondary plat proposal. The street lighting plan shall be certified by the local public electric company.

**(B) Street Lighting Plan Approval**

All certified street lighting plans shall be accepted by the City Board of Public Works prior to secondary plat signing. Street lighting plans shall include, but not be limited to, spacing of the fixtures, fixture type, fixture color, easements, light shielding, and the manufacturer. Full cutoff fixtures shall be used. The developer shall be responsible for installing all streetlights in accordance with the approved street lighting plan.

**(C) Alternative Street Lighting Plans**

Requests, including but not limited to the provision of specialized fixtures or use of privately-owned lights, may be considered by the City Board of Public Works as an alternative to conventional street lighting plans.

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**(b) Pre-Submittal Activities**

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**(1) Pre-Submittal Meeting**

**(A) Purpose**

The pre-submittal meeting is intended to provide an opportunity for the petitioner to meet with city staff to review the zoning classification of the site, the regulatory ordinances and materials, the procedures, and examine the proposed use and development of the property. The staff shall aid and advise the petitioner in preparing the petition and supporting documents as necessary. This meeting shall take place on or prior to the pre-submittal meeting deadline as listed on the schedule of meeting dates.

**(B) Applicability**

A pre-submittal meeting shall be required as indicated in Table 06-1: Summary Table of Review Procedures.

**(C) Procedure**

The petitioner shall submit a request for a pre-submittal meeting to Planning and Transportation Department staff.

**(D) Effect**

Any information or discussions held at the pre-submittal meeting shall not be binding on the city or the petitioner. Discussions of potential conditions or commitments to mitigate impacts do not reflect actions by the decision-making body until and unless a decision-making body takes formal action to attach that condition or commitment to an approval.

**(2) Development Review Committee (DRC) Meeting**

**(A) Purpose**

The Development Review Committee (DRC) meeting is intended to provide an opportunity for city staff from several departments to discuss details and potential impacts of the proposed project, and to establish points of contact. The staff shall advise the petitioner in preparing the petition and supporting documents as necessary. The petitioner ~~may attend the DRC meeting; however, it is not required.~~ or petitioner's representative is required to attend the DRC meeting.

**(B) Applicability**

A DRC meeting shall be required as indicated in Table 06-1: Summary Table of Review Procedures.

**(C) Procedure**

- i. The petitioner shall refer to the schedule of meeting dates in the Administrative Manual to determine the filing deadline for any given meeting of the DRC. Incomplete submittal information may result in the petition being postponed from the DRC agenda to allow the petitioner sufficient time to complete the submittal.
- ii. The staff shall inform the petitioner of the time, date, and place of the DRC meeting.

**(E) Notice to Adjacent Governmental Entities**

In a proceeding involving a petition for property that abuts unincorporated areas of the county, copies of the notice of public hearing shall be transmitted by the city to the planning agency of the governmental unit abutting such land.

**(3) Notice Format and Timeframes**

**(A) Published Notice**

Published notice shall be distributed in a newspaper in accordance with Indiana Code § 5-3-1: Publication Procedures, at least 21-10 days prior to the initial scheduled public hearing before the Plan Commission, ~~or Board of Zoning Appeals,~~ and at least 10 days prior to the scheduled public hearing before the Plat Committee, ~~or Hearing Officer.~~

**(B) Mailed Notice**

Mailed notices shall be postmarked and sent via first class mail to all interested parties at least 21-10 days before the date of the initial scheduled public hearing before the Plan Commission, Plat Committee, Hearing Officer, or Board of Zoning Appeals, ~~and at least 10 days before the date of the initial scheduled public hearing before the Plat Committee or Hearing Officer.~~

**i. Proof of Notice**

The Planning and Transportation Department shall retain proof of notice within the petition file pursuant to the Administrative Manual.

**ii. Verification of Proper Notice**

City staff shall verify proper noticing pursuant to the Administrative Manual and shall advise the decision-making body at its initial public hearing of any omissions or deficiencies in the proof of notice.

**iii. Inadequate Notice**

If adequate notice in accordance with this section is not given to the interested parties, and this fact is confirmed by staff prior to action by the decision-making body, such petition may be continued to a later date to allow proper notice to all interested parties.

**(C) Posted Notice**

i. Required posted notice shall include at least one sign per street frontage on the subject property at least 21 days prior to the scheduled public hearing before the Plan Commission or Board of Zoning Appeals and at least 10 days prior to the scheduled public hearing before the Plat Committee or Hearing Officer.

ii. The required sign(s) shall be clearly visible from adjacent streets or public rights-of-way and shall remain on the property until after the hearing.

**(4) Minor Defects in Notice Shall Not Invalidate Proceedings**

(A) Minor defects in any notice shall not impair the notice or invalidate proceedings pursuant to the notice if a bona fide attempt has been made to comply with applicable notice requirements.

(B) Minor defects in notice shall be limited to errors in a legal description or typographical or grammatical errors that do not impede communication of the notice to affected parties.



- i. New building construction;
- ii. Newly established uses of land;
- iii. Expansions, alterations, or modifications of existing structures or sites for commercial, public, institutional, civic, employment, utilities and communication, and multifamily residential uses of property within the city that result in increased occupancy or intensity of use; and
- iv. Creation or expansion of any vehicular parking area.

**(B) Activities Exempt from Site Plan Review**

Site plan review is not required for the following activities, but such activities shall be subject to the standards of this UDO and building permit review:

- i. Construction of a single-family detached, duplex, triplex, or fourplex dwelling on a single lot, additions to such dwellings, an accessory dwelling unit, and structures accessory to such dwellings; and
- ii. Construction or erection of accessory buildings, fences, hedges, or walls; and
- iii. Interior tenant alterations or improvements that do not increase parking requirements or alter exterior building appearances.
- iv. Projects that fall below the thresholds for minor site plan review in Section 20.06.050(a)(2)(C)i.

**(C) Thresholds for Minor and Major Site Plan Review**

Site plan review is conducted by the Planning and Transportation Director or the Plan Commission, based on the thresholds below:

**i. Minor Site Plan Review**

Minor site plan review is required for any of the following activities unless that activity is exempt from the site plan process under Section 20.06.050(a)(2)(B), or the project meets or exceeds the thresholds requiring major site plan review under Section 20.06.050(a)(2)(C)ii:

1. A change in use that involves or requires site improvements;
2. Any expansion, alteration, or modification of a lawful nonconforming site feature or building that meets or exceeds the thresholds established in Section 20.06.090(f)(2) (Limited Compliance), and falls below the thresholds for major site plan review in Section 20.01.010(a)(1)(A)i.1;
3. Development that contains ~~15,000-20,000~~ square feet or less of new non-residential gross floor area;
4. Development that contains ~~30-50~~ dwelling units or less;
5. Expansions, alterations, or modifications that increase the gross floor area of an existing structure by 10 to 25 percent; ~~or 2,000 to 10,000 square feet, whichever is more;~~
- ~~6. Expansions, alterations, or modifications that increase the total number of existing dwelling units on a lot by five to 10 percent;~~
- ~~7.6.~~ The alteration of any vehicular parking area;
- ~~8.7.~~ Petitions for a permit and/or certificate of zoning compliance for grading; or

~~9.8.~~ Projects that qualify for affordable housing incentives and/or sustainable development incentives established in Section 20.04.110 (Incentives), provided that, if located adjacent to one or more lots in an R1, R2, R3, or R4 district or such project does not contain more than ~~50-75~~ dwelling units.

ii. **Major Site Plan Review**

Major site plan approval is required for any project that meets or exceeds the following criteria, unless otherwise exempted from site plan review under Section 20.06.050(a)(2)(B):

1. Development located within 500 feet, measured radially, from the centerline of State Road 37/[Interstate 69](#);
- ~~2. Development that contains more than 15,000 square feet of gross floor area;~~
- ~~3. Development that contains more than 50 dwelling units;~~
- ~~4. Any expansion, alteration, or modification of a lawful nonconforming site feature or building that meets or exceeds the thresholds established in paragraphs (2) or (3) above;~~
- ~~5. Projects that qualify for affordable housing or sustainable development incentives on parcels located adjacent to one or more lots in an R1, R2, R3, or R4 district that contain more than 50 dwelling units;~~
- ~~6.2.~~ Any minor site plan determined by the Planning and Transportation Director to require major site plan review due to unusual size, complexity, or the creation of potential significant unanticipated impacts on the city or surrounding neighborhoods; or
- ~~3.~~ Any project that would individually qualify for minor site plan review but that, when considered collectively with prior minor site plan approvals for adjacent lots or sites under common or related ownership within the last three years, would have required major site plan review, if the Planning and Transportation Director concludes that the combined impact of any such adjacent projects creates impacts similar to those requiring major site plan review.

~~7.4.~~ [Anything that exceeds minor site plan review thresholds.](#)

(3) **Minor Site Plan Review Process**

Figure 06.05-1 identifies the applicable steps from 20.06.040 (Common Review Procedures) that apply to that apply to minor site plan review. Additions or modifications to the common review procedures are noted below.

**Figure 06.05-1: Summary of Minor Site Plan Review Procedure**

**iv. Revocation of Permits**

1. The Floodplain Administrator may revoke a permit or approval, issued under the provisions of this UDO, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
2. The Floodplain Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this UDO.

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**(e) Grading Permit**

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**(1) Purpose**

The grading permit procedure is intended to mitigate the environmental impact of site development and to protect the water quality of the City of Bloomington, Monroe County, and surrounding areas, and to provide a mechanism to ensure compliance with this UDO by providing a thorough permitting and inspection process for all grading activities.

**(2) Applicability**

No land-disturbing activity shall occur on platted or unplatted lands in any zoning district, unless a grading permit for such activity has been issued.

**(A) Exemptions**

- i. Land-disturbing activity covering an area less than ~~4,000~~ 2,500 square feet;
- ii. Land-disturbing activity on an individual single-family lot.
- iii. Projects with only new foundations for buildings or additions with a footprint of 5,000 square feet or less.

**(B) Additional Requirements**

Compliance with the standards in this UDO shall not relieve any person of the independent obligation to comply with all applicable standards and practices set out in Indiana Administrative Code, 327 IAC 15-5, and 327 IAC 15-13, regarding stormwater runoff associated with construction activity; the Indiana Stormwater Quality Manual developed by the Indiana Department of Environmental Management; all applicable provisions of Title 10 (Wastewater) of the Bloomington Municipal Code regarding stormwater runoff; and all applicable rules, regulations, standards and specifications of the City Utilities Department regarding stormwater management practices.

**(3) Grading Permit Review Process**

Figure 06.05-6 identifies the applicable steps from 20.06.040 (Common Review Procedures) that apply to grading permit review. Additions or modifications to the common review procedures are noted below.

**Figure 06.05-6: Summary of Grading Permit Procedure**

iii. For petitions subject to review and a decision by the Plan Commission, pre-submittal neighborhood meeting may be required by the Planning and Transportation Director, in accordance with Section 20.06.040(b)(3) (Pre-Submittal Neighborhood Meeting).

**(B) Petition Submittal and Processing**

The primary plat petition shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section 20.06.040(c) (Petition Submittal and Processing).

**(C) Staff Review and Action**

The planning and transportation staff shall review the petition and prepare a staff report and recommendation in accordance with Section 20.06.040(d) (Staff Review and Action).

**(D) Scheduling and Notice of Public Hearings**

Within 30 days after receipt of a complete petition, the primary plat petition shall be scheduled for a public hearing before the Plan Commission or Plat Committee and noticed in accordance with 20.06.040(e) (Scheduling and Notice of Public Hearings).

**(E) Review and Decision**

The Plan Commission or Plat Committee shall review the primary subdivision petition and approve, approve with conditions, or deny the petition in accordance with Section 20.06.040(g) (Review and Decision), based on the general approval criteria in Section 20.06.040(d)(6) (Approval Criteria) and the following standards:

- i. All subdivision proposals shall be consistent with the need to minimize flood damage.
- ii. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- iii. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- iv. Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than the lesser of 50 lots or five acres.
- v. All subdivision proposals shall minimize development in the SFHA and/or limit intensity of development permitted in the SFHA.
- vi. All subdivision proposals shall ensure safe access into/out of SFHA for pedestrians and vehicles (especially emergency responders).

**(F) Subdivision Waivers**

Waivers from any standards within Chapter 5 shall be reviewed according to the following criteria:

- i. The granting of the subdivision waiver shall not be detrimental to the public safety, health, or general welfare, or injurious to other property; and
- ii. The conditions upon which the request for a Subdivision Waiver are based are unique to the property; and
- iii. The Subdivision Waiver shall not in any manner vary the provisions of the development standards, Comprehensive Plan, or Transportation Plan.

**(F)(G) Post-Decision Actions and Limitations**

Post-decision actions and limitations in Section 20.06.040(h) shall apply with the following modifications:

**i. Effect of Approval**

- 1. All decisions of the Plan Commission or Plat Committee approving, denying, or placing conditions upon a primary plat must be in writing and signed by the president of the Plan Commission, the chair of the Plat Committee, or the Planning and Transportation Director.
- 2. The approval of a primary plat by the Plan Commission is strictly tentative, involving merely the general acceptability of the layout as submitted.

**ii. Revisions to Primary Plat**

Following Plan Commission approval, the petitioner shall submit revised copies of the plans that address the conditions required by the Plan Commission. The petitioner shall refer to the petition form to determine the format and number of copies of the revised plans to deliver to the Planning and Transportation Department.

**iii. Expiration of Primary Plat**

- 1. A secondary plat petition shall be filed no later than 12 months after the date of approval of the primary plat, otherwise the primary plat approval shall be considered void, to the extent permitted by Section 20.01.040(b) (Effect of Change in the Law after Filing of Complete ).
- 2. One extension of up to six months may be authorized by the Planning and Transportation Director for reason/cause. The petitioner shall submit the request for extension in writing to the Planning and Transportation Director, and the Planning and Transportation Director shall make a written determination regarding his or her decision to extend or deny extension. Both the request and the determination shall be made part of the primary plat record.

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**(c) Secondary Plat**

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**(1) Purpose**

The secondary plat procedure provides a mechanism for the city to review a petition for the secondary platting of a subdivision and ensures that the statutory requirements established in the Indiana Code for the subdivision of land are met.

2. For a secondary plat where an initial phase was recorded within six months of the date of approval by the Plan Commission or Plat Committee, successive phases shall be recorded within 18 months of the previous phase. If a successive phase fails to meet the 18-month requirement, the approval of the phases that have not been recorded shall be null and void and, but only the secondary plat must again be submitted for approval, to the extent permitted by Section 20.01.040(b) (Effect of Change in the Law after Filing of Complete ).

### iii. Financial Bond Required

#### 1. Purpose

In conjunction with the approval of a secondary plat, the petitioner shall be required to provide a financial performance guarantee, by performance bond or an irrevocable, unconditional, acceptable letter of credit issued by a financial institution acceptable to the city, that all public facility improvements and installations required under the provisions of this UDO and Planning and Transportation Department requirements shall be completed.

#### 2. Applicability

- [a] A performance agreement between the petitioner and the city, supported by a performance surety or irrevocable letter of credit, shall be required ensuring the timely and proper installation of required public facility improvements; provided, however, that any improvements to be dedicated to Monroe County within the City of Bloomington shall be bonded in accordance with Monroe County bonding policy.
- [b] The performance guarantee for each individual public facility improvement or installation may be handled separately and shall in no way be contingent on the completion of any other individual public facility improvements and installations or their performance guarantees.
- [c] The posting of a performance guarantee may be accepted for incomplete requirements that will be completed as per a written agreement with the city. The time period and amount of the performance guarantee shall be determined by the Board of Public Works and shall comply with Indiana Code § 36-7-4-709(i).
- [d] The posting of a performance guarantee is not required when the petitioner is the City of Bloomington.

#### 3. Review

The City Planning and Transportation Department shall review the estimate upon receipt of a complete petition and supportive documents. The City Planning and Transportation Department shall verify that the performance bond or letter of credit shall:

- [a] Be in a sum of not less than one hundred twenty-five percent of the approved estimate of the total improvement construction cost of the project in order to be sufficient to complete the improvements and installations in compliance with this UDO and City Planning and Transportation Department requirements;

**Table 06-2: Allowable Minor Modifications**

UDO Standard	Allowable Modification (maximum percentage)
<b>Subdivision Standards</b>	
Parent tract size, minimum	10
Open space required, minimum	5
Block length, minimum or maximum	10
<u>Lot area, minimum</u>	<u>10</u>
<b>Site Standards</b>	
<u>Lot area, minimum</u>	<u>10</u>
<u>Lot coverage, maximum</u>	<u>10</u>
<b>Lot Dimensional Standards</b>	
Front building setback, minimum	Lots 6,000 square feet or smaller, 25
	Lots larger than 6,000 square feet, 15
Front parking setback, minimum	25
Front build-to range, minimum	25
Front building façade at build-to range, minimum	25
Side building setback, minimum	Lots 6,000 square feet or smaller, 25
	Lots larger than 6,000 square feet, 15
Rear building setback, minimum	Lots 6,000 square feet or smaller, 25
	Lots larger than 6,000 square feet, 15
Encroachment into setback pursuant to Table 04-6	10
Impervious surface coverage, maximum	5
<b>Building Standards</b>	
Primary structure height, maximum	10
Primary structure height, minimum	10
Student housing or dormitory building floor plate (maximum)	5
Accessory building height, maximum	10
Projection into height requirement pursuant to Table 04-7: Authorized Exceptions to Height Requirements	10
<b>Development Standards</b>	
Number of required vehicle or bicycle parking spaces, maximum or minimum	10
Minimum landscaped area	10
Fence or wall height, maximum	15

**(4) Minor Modification Review Process**

**(A) Petition Submittal and Handling**

A petition for a minor modification shall only be submitted and reviewed concurrently with a petition for a conditional use permit, temporary use permit, site plan review (minor or major), certificate of zoning compliance, or plat approval (primary or secondary). Each UDO standard in Table 06-2 shall be considered a separate minor modification request as it relates to the approval criteria in Section 20.06.080(a)(5), but multiple modifications may be considered in one minor modification petition.

**(B) Review and Decision**

- i. Where the concurrently reviewed petition requires review and approval by the planning and transportation staff, the Planning and Transportation Director shall review the petition and shall approve, approve with conditions, or deny the modification based on the criteria in Section 20.06.080(a)(5).
- ii. Where the concurrently reviewed petition requires review and approval by the Plan Commission or Common Council, the commission or council, as applicable, shall review and decide the minor modification petition based on the criteria in Section 20.06.080(a)(5).

**(C) Effect of Approval**

Approval of a minor modification authorizes only the particular adjustment of standards approved, and only to the subject property of the petition.

**(D) Expiration of Minor Modification**

A minor modification shall automatically expire if the associated development petition is denied or if approval of the concurrently reviewed petition expires, is revoked, or otherwise deemed invalid.

**(5) Minor Modification Approval Criteria**

A minor modification may be approved if the decision-making body finds that the modification:

- (A) Will not create a hardship or adverse impacts on adjacent properties unless adequately mitigated;
- (B) Is not necessitated by the petitioner's actions; and
- (C) Is of a technical nature and is required to compensate for an unusual site condition or to protect a sensitive resource, natural feature, or community asset.

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**(b) Variance**

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**(1) Purpose**

The variance procedure provides a mechanism for the City to authorize variances from the development standards of this UDO when it is demonstrated that such a variance will not be contrary to the public interest or the spirit of this UDO, where, owing to special conditions, literal enforcement of this UDO will result in practical difficulties or unnecessary hardship.



**ii. Parking Setback/Impervious Surface Coverage**

If a site can be brought closer to compliance with required setbacks or impervious surface coverage standards through the removal of excess asphalt or parking above the maximum number of permitted spaces, then such setbacks or impervious surface coverage standards shall be met with the removal of paved and gravel covered areas and the addition of vegetation. If all setbacks cannot be achieved through the removal of such paved and gravel covered areas, priority shall be given to the front setback. If a corner lot, then priority for front setbacks shall be given for the side facing the higher classified street.

**iii. Parking**

Any change in use or reestablishment of an abandoned conforming use must meet parking requirements of Section 20.04.060 (Parking and Loading). Any expansion, enlargement, or relocation of an existing conforming use, or addition to any building of more than ten percent of the gross floor area may not increase the degree of nonconformity regarding the required number of parking spaces.

**iv. Paving**

Any substandard parking surfaces shall be brought into compliance with Section 20.04.060(i)(7) (Surface Material).

**v. ADA-accessible Parking**

All required ADA-accessible parking spaces must be installed in accordance with Section 20.04.060(f) (Accessible Parking). If no additional room for parking is available, the number of parking spaces provided may be decreased enough to provide adequate ADA-accessible aisles.

**vi. Bicycle Parking**

All required bicycle parking must be installed per Section 20.04.060(l) (Minimum Bicycle Parking Required) and Section 20.04.060(m) (Bicycle Parking Location and Design).

**vii. Landscaping**

If full compliance with Section 20.04.080 (General Landscaping) cannot be achieved due to lack of adequate planting area, all yard areas must be landscaped to the maximum practicable density with a priority given to shade tree installation.

**viii. Pedestrian Facilities**

Any street frontage without existing pedestrian facilities shall be required to install pedestrian facilities per Section 20.04.050(d) (Pedestrian and Bicycle Circulation). If substandard pedestrian facilities exist, new facilities shall not be required if existing facilities are in functional condition, except that pedestrian facilities shall comply with the Americans with Disabilities Act.

**ix. Signage**

All signage must be brought into compliance with Section 20.04.100 (Signs) to the extent practicable, although freestanding signs may use existing setbacks where the sign is not located within a restricted vision clearance area.

**x. Dumpster Enclosures**

All outdoor waste collection facilities must be brought into compliance with Section 20.04.080(m) (Screening).

### **Funeral Home**

See "Mortuary."

### **Garage**

A building or structure, or part thereof, used or designed to be used for the parking and storage of vehicles.

### **Garage, Detached**

A detached accessory building in which the sole use is the storage of vehicles and other incidental personal possessions of the premises.

### **Geographic Information System (GIS)**

A computer system that stores and links non-graphic attributes or geographically referenced data with graphic map features to allow a wide range of information processing and display operations, as well as map production, analysis, and modeling.

### **Glare**

The effect produced by brightness sufficient to cause annoyance, discomfort, or loss in visual performance and visibility.

### **Government Service Facility**

A facility owned, operated, or occupied by any level of government to provide a governmental service, but not including offices for the provision of governmental services or facilities for any government operation separately defined in this UDO.

### **Grade, Finished**

The final grade of a plan that conforms to the approved plan.

### **Grade, Street**

The top of the curb, or the top of the edge of the pavement where no curb exists.

### **Grade, Unfinished**

The stage at which the grade approximately conforms to the approved plan.

### **Gravel, Cement, or Sand Production**

A facility for the sorting, grading, storage, manufacture or mixing of aggregate construction materials such as concrete, cement, gravel, crushed stone, sand or similar products, or products made of these materials.

### **Greenhouse, Noncommercial**

The accessory or temporary use of a structure whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for noncommercial use.

### **Grocery or Supermarket**

A retail establishment where most of the floor area is devoted to the sale of food products, both perishable and dry goods, for home preparation and consumption, as other convenience and household goods.

### **Gross Floor Area**

All of the area contained in a building or buildings without exception, including utilities, stairwells, chimneys and other appurtenant features.

### **Ground Cover**

In landscaping, low-growing plants with a typical maximum mature height of about 12 inches. Ground cover is sometimes referred to as the "herbaceous layer," "regenerative layer," or "ground flora." They are typically chosen for practical purposes to cover soil where turf grass does not thrive or is not practical or in wooded settings covering the soil surface. Ground cover species do not include non-native turf grass.

### **Ground Floor**

The level of a building that is situated at or most nearly at street grade.

### **Group Care Home, FHAA, Small and Large**

A residential dwelling or facility where persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of citizens protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State of Indiana, including but not limited to facilities providing housing for persons with disabilities, persons with mental health conditions, or persons with developmental disabilities ~~handicapped, mentally ill, or developmentally disabled persons~~. This use does not include "Opioid Rehabilitation Home, Small" or "Opioid Rehabilitation Home, Large."

#### **Group Home, FHAA Small**

A facility designed for and occupied by eight or fewer residents living together.

#### **Group Care Home, FHAA Large**

A facility designed for and occupied by nine or more residents living together.

### **Gym**

See "Fitness Center."

### **Habitable Space**

Space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas are not considered habitable space.

### **HAND**

The City of Bloomington Department of Housing and Neighborhood Development.

### **Hardship**

For purposes of floodplain regulations, the exceptional hardship that would result from a failure to grant the requested floodplain variance. The City Board of Zoning Appeals or the Hearing Officer requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a floodplain variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

### **Health Club**

See "Fitness Center."

### **Hearing Officer**

A member of the staff, appointed by the Plan Commission, who hears and makes final decisions on certain variances and certain conditional uses, as specified in the Plan Commission rules of procedure. The Hearing Officer is established pursuant to Indiana Code 36-7-4-923.

### **School, Public or Private**

A public or private institution that offers instruction in any of the branches of learning and study comparable to that taught in the public schools through high school level under the Indiana School Laws, including pre-school, pre-kindergarten, kindergarten, elementary school, and junior and senior high schools. This use does not include "School, Trade or Business," or "School, College or University."

### **School, Trade or Business**

A private or public educational facility with a curriculum that is not comparable to that taught in the public schools through the high school level and focused upon skills required in business, trades, or the arts.

### **Searchlight**

A powerful light equipped with a reflector to produce a bright beam intended to draw attention.

### **Seasonal Sales**

Any business or use (primary or accessory) that may include but not be limited to retail sales of garden supplies and equipment; roadside stands for the sale of fruits and vegetables, plants, flowers, Christmas trees, pumpkins, fireworks; and other similar businesses or uses. This definition does not include "Farm Produce Sales."

### **Secondary School**

See "School, Public or Private."

### **Section 1316**

For purposes of floodplain regulations, that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that the Administrator finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

### **Sediment**

Solid mineral or organic material that, in suspension, is being transported, or has been moved from its original site by air, water, gravity or ice and has been deposited at another location.

### **Setback**

The required distance between any structure or parking area and the lot lines of the lot or parcel on which they are located.

#### **Setback, B-Line Trail**

The line that defines the minimum distance that any area used for structures or vehicle parking spaces shall be separated from the B-Line trail right-of-way.

#### **Setback, Front**

The line that defines the depth of the required front yard measured from the front property line to a regulated structure. The front setback shall be measured from the proposed right-of-way as indicated on the ~~thoroughfare~~ Transportation Plan ~~except that the front setback adjacent to a street classified as~~ Neighborhood Residential in the Transportation Plan shall be measured from the existing right-of-way. The front setback shall be parallel with the street right-of-way line. For individual building sites in the RMH zoning district, the front setback is measured from the edge of pavement of the interior streets. For corner lots, the front setback shall apply to all frontages adjacent to a street right-of-way.

#### **Setback, Front Smallest**

### **Street Lighting Plan**

A site plan showing the location and type of streetlights to be installed including type of fixture and bulb type.

### **Street, Stub**

A street intended to be extended in conjunction with the subdivision and development of adjacent unplatted land.

### **Structural Alterations**

Any change in the supporting members of a building or structure such as bearing walls, partitions, columns, beams, or girders; or any change in the footprint or increase in the size of living space. Structural alterations also include substantial roofing and siding work when repairs are made to the structure beneath.

### **Structure**

#### **Structure (Generally)**

In all other contexts, anything constructed or erected that requires location on the ground or attachment to something having a location on the ground, including but not limited to buildings, sheds, detached garages, mobile homes, manufactured homes, above-ground storage tanks, freestanding signs, and other similar items.

#### **Structure (Floodplain Regulations)**

For purposes of floodplain regulations, a structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home, or a prefabricated building. The term also includes recreational vehicles to be installed on a site for more than 180 days.

### **Structure, Accessory**

#### **Structure, Accessory (Generally)**

See "Building or Structure, Accessory."

#### **Structure, Accessory (Floodplain Regulations)**

For purposes of floodplain regulations, a structure with a floor area 400 square feet or less that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

### **Structure, Historic**

For purposes of floodplain regulations, any structures individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

### **Student Housing or Dormitory**

A multiple-family dwelling designed primarily as housing for, or likely to be occupied by, unmarried undergraduate or post-graduate students, including but not limited to:

- 1) Multiple-family dwellings that contain any living units with four or more bedrooms; or
- 2) Multiple-family dwellings [with more than 10 dwelling units](#) where more than 33 percent of the living units contain three bedrooms; or
- 3) Residential buildings that do not meet the definition of a "Residential Rooming House" or "Hotel or Motel," in which any of the bedrooms require the use of a common hallway shared by more than three bedrooms, to access the nearest bathroom facilities or to access a cooking area containing a built-in sink, refrigerator, and stove or oven.

### Urban Agriculture, Noncommercial

The cultivation of food and/or horticultural crops, composting, aquaponics, aquaculture and/or hydroponics. Such use may include the production and sale of food products from food grown on the premises. Noncommercial urban agriculture may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members. This definition includes gardens, container gardens, edible landscapes, residential greenhouses, herb gardens, rooftop gardens, berry patches, vegetable gardens and other similar activities. Urban agriculture uses shall not include the raising of animals, except as permitted elsewhere in the Bloomington Municipal Code.

### Use

The purposes for which land, a building, or structure thereon is designed, arranged, or intended, or for which it is occupied, maintained, let, or leased.

### Use, Abandonment of

The relinquishment of property or a cessation of the use of property for a continuous period of ~~six~~twelve months by the owner.

### Use, Accessory

An activity that is conducted or located on the same zoning lot as the primary building or use served, except as may be specifically provided elsewhere in this UDO; is clearly and customarily incidental to, subordinate in purpose to, and serving the primary use; and is either in the same ownership as the primary use or is clearly operated and maintained solely for the comfort, convenience, necessity, or benefit of the occupants, employees, customers, or visitors of the primary use.

### Use, Change In

Includes, for any portion of a building, structure, or lot:

- 1) Any change from a residential use to a nonresidential use;
- 2) Any change from a nonresidential use to multifamily use;
- ~~3)~~ Any change from one residential land use to another;
- ~~3)4)~~ ~~Any increase in the number of dwelling units; and any increase in number of bedrooms for any unit;~~
- ~~4)5)~~ Any establishment of a use on a previously unused site, or the inclusion of a new use in addition to an existing use;
- ~~5)6)~~ Any use which requires a conditional use approval;
- ~~6)7)~~ Any change from a single-tenant to a multi-tenant site or building;
- ~~7)8)~~ Any use that differs from the previous use of a building or land, as determined by subheadings in Table 03-1: Allowed Use Table, or where the new use differs substantially in the amount of required parking, traffic generation, number or frequency of customers/users, hours of operation, or other similar aspects of the use; and
- ~~8)9)~~ Any establishment of a new use after a previous use has been abandoned, as defined by this UDO.

### Use, Conditional

See "Conditional use."

### Use, Establishment of

The initiation of a new use on a property or the initiation of a use on a property where the previous use has been discontinued; or, reestablishment of a prior conforming use that has been discontinued for a period of twelve months or more.

ZO-13-22						
Redline Page Number	Online UDO Page Number	Chapter	Citation	Current Language	Proposed Language	Synopsis
232	224	5	20.05.040(c)	The following environmental features that are determined to not be developable per Section 20.04.030 (Environment) shall be placed within the appropriate easements on the secondary plat, as identified in Section 20.04.030 (Environment).	The following environmental features that are determined to not be developable per Section 20.04.030 (Environment) shall be placed within the appropriate easements on the secondary plat or <b>set aside in easements on a deed in situations where no plat is required</b> , as identified in Section 20.04.030 (Environment).	Clarifies that if an easement is required per Chapter 4, that the easement language and conditions surrounding it are adhered to per Chapter 5 standards
246	238	5	20.05.050(j)(10)(A)	All subdivisions shall be required to have a street lighting plan submitted to the City Board of Public Works as a component of the secondary plat proposal. The street lighting plan shall be certified by the local public electric company	All subdivisions shall be required to have a street lighting plan <b>approved by the City Engineering Department and</b> submitted to the City Board of Public Works as a component of the secondary plat proposal. The street lighting plan shall be certified by the local public electric company	Clarifies that the Engineering Department shall review and approve a street lighting plan
259	251	6	20.06.040(b)(2)(A)	.....The petitioner may attend the DRC meeting; however, it is not required.	.....The petitioner <del>may attend</del> or <b>petitioner's representative</b> is required to attend the DRC meeting.	Requires the petitioner or their representative to attend the DRC meeting
272	264	6	20.06.040(e)(3)(B)	Mailed notices shall be postmarked and sent via first class mail to all interested parties at least 21 days before the date of the initial scheduled public hearing before the Plan Commission or Board of Zoning Appeals and at least 10 days before the date of the initial scheduled public hearing before the Plat Committee or Hearing Officer	Mailed notices shall be postmarked and sent via first class mail to all interested parties at least <del>21</del> <b>10</b> days before the date of the initial scheduled public hearing before the Plan Commission, <b>Plat Committee</b> , or Board of Zoning Appeals, or Hearing Officer. <del>and at least 10 days before the date of the initial scheduled public hearing before the Plat Committee or Hearing Officer</del>	Syncs public notice dates with State Code
277-278	269-270	6	20.06.050(a)(2)(C)(i)	Minor site plan thresholds	Amending thresholds for minor site plan	modifies trigger for minor site plan
278	270	6	20.06.050(a)(2)(C)(ii)	Major site plan thresholds	Amending thresholds for major site plan	Revises trigger for major site plan review
295	287	6	20.06.050(e)(2)(A)	Grading permit exemptions	Amending exemptions for grading permits	Modifies what the trigger is for a grading permit
312-313	304	6	20.06.060(b)	None	Add Section (F) with language for subdivision waivers. Use Section 20.09.210 from 2019 UDO.	Adds language and standards for subdivision waivers similar to previous UDO
316	307	6	20.06.060(c)(3)(E)(ii)(2)	For a secondary plat where an initial phase was recorded within six months of the date of approval by the Plan Commission or Plat Committee, successive phases shall be recorded within 18 months of the previous phase. If a successive phase fails to meet the 18-month requirement, the approval of the phases that have not been recorded shall be null and void and the secondary plat must again be submitted for approval, to the extent permitted by Section 20.01.040(b) (Effect of Change in the Law after Filing of Complete ).	For a secondary plat where an initial phase was recorded within six months of the date of approval by the Plan Commission or Plat Committee, successive phases shall be recorded within 18 months of the previous phase. If a successive phase fails to meet the 18-month requirement, the approval of the phases that have not been recorded shall be null and void <del>and</del> , <b>but only</b> the secondary plat must again be submitted for approval, to the extent permitted by Section 20.01.040(b) (Effect of Change in the Law after Filing of Complete ).	Clarifies that only the secondary plat (not the primary plat) must be reapproved if successive phases are not recorded within 18 months of a previous phase
337	329	6	20.06.080(a)(2)(B) Table 06-2	Lot Coverage, maximum	<del>Lot Coverage, maximum</del>	We do not regulate Lot Coverage specifically
337	329	6	20.06.080(a)(2)(B) Table 06-2	Lot Area, minimum	move to "Subdivision Standards" rather than "Site Standards"	Moves standard to the appropriate section since it is related to the creation of a new lot as part of a subdivision
339	331	6	20.06.080(a)(4)(A)	A petition for a minor modification shall only be submitted and reviewed concurrently with a petition for a conditional use permit, temporary use permit, site plan review (minor or major), or plat approval (primary or secondary). Each UDO standard in Table 06-2 shall be considered a separate minor modification request as it relates to the approval criteria in Section 20.06.080(a)(5), but multiple modifications may be considered in one minor modification petition.	A petition for a minor modification shall only be submitted and reviewed concurrently with a petition for a conditional use permit, temporary use permit, site plan review (minor or major), <b>certificate of zoning compliance</b> , or plat approval (primary or secondary). Each UDO standard in Table 06-2 shall be considered a separate minor modification request as it relates to the approval criteria in Section 20.06.080(a)(5), but multiple modifications may be considered in one minor modification petition.	Adds that minor modification can be done as part of a certificate of zoning compliance so that these can be applicable to building permits which was part of the original intent.

357	349	6	20.06.090(f)(2)(B)(ii)	If a site can be brought closer to compliance with required setbacks or impervious surface coverage standards through the removal of excess parking above the maximum number of permitted spaces, then such setbacks or impervious surface coverage standards shall be met with the removal of paved and gravel covered areas and the addition of vegetation. If all setbacks cannot be achieved through the removal of such paved and gravel covered areas, priority shall be given to the front setback. If a corner lot, then priority for front setbacks shall be given for the side facing the higher classified street.	If a site can be brought closer to compliance with required setbacks or impervious surface coverage standards through the removal of excess <b>asphalt</b> or parking above the maximum number of permitted spaces, then such setbacks or impervious surface coverage standards shall be met with the removal of paved and gravel covered areas and the addition of vegetation. If all setbacks cannot be achieved through the removal of such paved and gravel covered areas, priority shall be given to the front setback. If a corner lot, then priority for front setbacks shall be given for the side facing the higher classified street.	Clarifies that excess asphalt can be required to be removed even if it is not parking spaces
387-388	379	7	20.07.010	no definition for "ground cover"	Ground Cover- In landscaping, low-growing plants with a typical maximum mature height of about 12 inches. Ground cover is sometimes referred to as the "herbaceous layer," "regenerative layer," or "ground flora." They are typically chosen for practical purposes to cover soil where turf grass does not thrive or is not practical or in wooded settings covering the soil surface. Ground cover species do not include non-native turf grass.	Provides a definition for "ground cover"
409	400	7	20.07.100	Setback, Front: The line that defines the depth of the required front yard measured from the front property line to a regulated structure. The front setback shall be measured from the proposed right-of-way as indicated on the thoroughfare plan. The front setback shall be parallel with the street right-of-way line. For individual building sites in the RMH zoning district, the front setback is measured from the edge of pavement of the interior streets. For corner lots, the front setback shall apply to all frontages adjacent to a street right-of-way.	Setback, Front: The line that defines the depth of the required front yard measured from the front property line to a regulated structure. The front setback shall be measured from the proposed right-of-way as indicated on the <del>thoroughfare</del> <b>Transportation Plan except that the front setback adjacent to a street classified as Neighborhood Residential in the Transportation Plan shall be measured from the existing right-of-way.</b> The front setback shall be parallel with the street right-of-way line. For individual building sites in the RMH zoning district, the front setback is measured from the edge of pavement of the interior streets. For corner lots, the front setback shall apply to all frontages adjacent to a street right-of-way.	Updates code to reflect applications of this section to maintain current building setbacks in areas of the City with varying degrees of current substandard right-of-way.
415	406	7	20.07.100	Student housing or dormitory definition- 2) Multiple-family dwellings where more than 33 percent of the living units contain three bedrooms; or	Multiple-family dwellings <b>with more than 10 dwelling units</b> where more than 33 percent of the living units contain three bedrooms; or	revised definition of student housing or dormitory
419	410	7	20.07.010	Use, Abandonement-The relinquishment of property or a cessation of the use of property for a continuous period of six months by the owner.	Use, Abandonement-The relinquishment of property or a cessation of the use of property for a continuous period of <del>six</del> <b>twelve months</b> by the owner.	Syncs 12 month abandonment language with language in Chapter 6 for abandonment of a use
419	410	7	20.07.010	Any change from one residential land use to another, any increase in the number of dwelling units, and any increase in number of bedrooms for any unit;	-Any change from one residential land use to another -Any increase in the number of dwelling units, <del>and or any increase in number of bedrooms for any unit;</del>	Revises language to separate clauses and removes the addition of bedrooms as a trigger.



**ORDINANCE 22-08**  
**TO AMEND TITLE 20 (UNIFIED DEVELOPMENT ORDINANCE)**  
**OF THE BLOOMINGTON MUNICIPAL CODE –**  
**Re: Technical Corrections Set Forth in BMC 20**

WHEREAS, the Common Council, by its Resolution 18-01, approved a new Comprehensive Plan for the City of Bloomington, which took effect on March 21, 2018; and

WHEREAS, thereafter the Plan Commission initiated and prepared a proposal to repeal and replace Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance” (“UDO”); and

WHEREAS, on December 18, 2019 the Common Council passed Ordinance 19-24, to repeal and replace the UDO; and

WHEREAS, on January 14, 2020 the Mayor signed and approved Ordinance 19-24; and

WHEREAS, on April 15, 2020, the Common Council passed Ordinance 20-07 and Ordinance 20-08; and

WHEREAS, on April 18, 2020, the Unified Development Ordinance became effective; and

WHEREAS, on March 14, 2022, the Plan Commission voted to favorably recommend this amendment proposal to the Common Council, after providing notice and holding public hearings on the proposal as required by law; and

WHEREAS, the Plan Commission certified this amendment proposal to the Common Council on March 23, 2022; and

WHEREAS, in preparing and considering this proposal, the Plan Commission and Common Council have paid reasonable regard to:

- 1) the Comprehensive Plan;
- 2) current conditions and character of current structures and uses in each district;
- 3) the most desirable use for which land in each district is adapted;
- 4) the conservation of property values throughout the jurisdiction; and
- 5) responsible development and growth; and

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION I. Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance”, is amended.

SECTION II. An amended Title 20, entitled “Unified Development Ordinance”, including other materials that are incorporated therein by reference, is hereby adopted. Said replacement ordinance consists of the following documents which are attached hereto and incorporated herein:

1. The Proposal forwarded to the Common Council by the Plan Commission with a favorable recommendation, consisting of:
  - (A) ZO-10-22 (“Attachment A”)
  - (B) Any Council amendments thereto (“Attachment B”)

SECTION III. The Clerk of the City is hereby authorized and directed to oversee the process of consolidating all of the documents referenced in Section II into a single text document for codification.

SECTION IV. Severability. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION V. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUSAN SANDBERG, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED AND APPROVED by me upon this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This petition contains corrections or clarifications in the UDO. These errors range from missing references to terminology correction to missing text to syncing references across the UDO. There are 22 amendments identified, some appearing multiple times in the code.

\*\*\*\*ORDINANCE CERTIFICATION\*\*\*\*

In accordance with IC 36-7-4-604 I hereby certify that the attached Ordinance Number 22-08 is a true and complete copy of Plan Commission Case Number ZO-10-22 which was given a recommendation of approval by a vote of 6 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on March 14, 2022.

*Scott Robinson*

Date: March 23, 2022

\_\_\_\_\_  
Scott Robinson, Secretary  
Plan Commission

Received by the Common Council Office this 23rd day of March, 2022.

*N. Bolden*  
\_\_\_\_\_  
Nicole Bolden, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement Ordinance # _____	Resolution # _____
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Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____	Emergency _____
Unforeseen Need _____	Other _____

Funds Affected by Request:

Fund(s) Affected	_____	_____
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/- )	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes \_\_\_\_\_ No XX

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

Approval of case ZO-10-22 amends the 2021 Unified Development Ordinance (UDO), with technical corrections for scrivener's errors, punctuation, references, and/or citations, by the Bloomington Plan Commission. This ordinance is in accordance with Indiana Code 36-7-4-600.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

## Case # ZO-10-22 Memo

To: Bloomington Common Council

From: Bloomington Plan Commission  
Jackie Scanlan, AICP Development Services Manager

Date: March 23, 2022

Re: Text Amendments to Unified Development Ordinance

---

The Plan Commission heard case ZO-10-22 on March 14, 2022 and voted to send the petition to the Common Council with a positive recommendation with a vote of 6-0.

The Planning and Transportation Department proposes its annual update and amendment to the Unified Development Ordinance (UDO), Title 20 of the Bloomington Municipal Code.

The last UDO Update process was completed in the Spring of 2021, with the final text amendment Ordinance becoming effective in July 2021. That update was the culmination of the much larger effort to update the UDO and Zoning Map that began with the Comprehensive Plan update in 2018. This update is a smaller scale and regular maintenance of the code. Staff utilizes the UDO every day in our interactions with the public and other Departments, and has identified portions of the code that contain errors or that may benefit from amendment. No changes to proposed uses or zoning districts are included in this update.

The proposal is divided into four (4) petitions. One petition is discussed below:

1. ZO-10-22 | Technical Corrections

### ZO-10-22 | Technical Corrections

This petition contains corrections or clarifications to the UDO. These range from misplaced or missing references to incorrect numbers to terminology correction or clarification to missing text to syncing references across the UDO. There are 22 amendments identified, some appearing multiple times in the code. These amendments are needed to provide accurate and clear language for use of the code, as well as to sync the code with itself and adopted plans.

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Figure 10: RM Dimensional Standards

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(m) **RH: Residential High-Density MultifamilyHigh-Density**

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(1) **Purpose**

The RH district is intended to accommodate high-intensity multifamily residential development, plus related civic and residential-supportive uses, to provide an adequate mix of housing types throughout the community. This district can also serve as a transition between other lower-density districts and the downtown or university areas.



Figure 11: Illustrative Scale and Character

(2) **Dimensional Standards**

The following table is a summary of the district-specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

**Table 02-11: MM District Dimensional Standards**

<b>Lot Dimensions (Minimum, only for lots created after the effective date)</b>		
<b>A</b>	Lot area	5,000 square feet (0.115 acres)
<b>B</b>	Lot width	50 feet
<b>Building Setbacks (Minimum)</b>		
<b>C</b>	Front build-to range	15 to 25 feet
	Front building façade at build-to range (minimum)	70%
<b>D</b>	Side	7 feet [1] [6]
<b>E</b>	Rear	7 feet [1] [6]
<b>Other Standards</b>		
<b>F</b>	Front parking setback (minimum)	20 feet behind the primary structure's front building wall
	Impervious surface coverage (maximum) [4]	60%
	Landscape area (minimum) [5]	40%
<b>G</b>	Primary structure height (maximum)	4 stories, not to exceed 50 feet [1] [2] [3]
	Accessory structure height (maximum)	30 feet

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street (extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street), and west of Morton Street shall have an impervious surface coverage maximum of 85%.
- [5] Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street (extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street, and west of Morton Street shall have a minimum landscape area of 15%.
- [6] Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street (extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street), and west of Morton Street shall have minimum side and rear building setbacks of zero feet.

**(B) Dimensional Standards**

The following table is a summary of the district-specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

**Table 02-15: MD-CS Dimensional Standards**

Building Setbacks		
<b>A</b>	Build-to range	0 to 5 feet
<b>B</b>	Building façade at build-to range (minimum)	90%
	Front (maximum)	None
	Side (minimum)	None [1]
	Rear (minimum)	None [1]
Other Standards		
	Front parking setback (minimum)	20 feet behind the primary structure’s front building wall
	<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>
	Impervious surface coverage (maximum)	100%
<b>C</b>	Primary structure height (maximum)	3 stories, not to exceed 40 feet [1] [2] [3] [4]
	Primary Structure height (minimum)	25 feet
	Accessory structure height (maximum)	25 feet

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Buildings that include one or more dwelling units that meet the definition of “Student Housing or Dormitory” shall be subject to the maximum building heights established in Section 20.03.030(b)(13) (Student Housing or Dormitory).



**Figure 28: MD-CS Downtown Character Overlay Dimensional Standards**



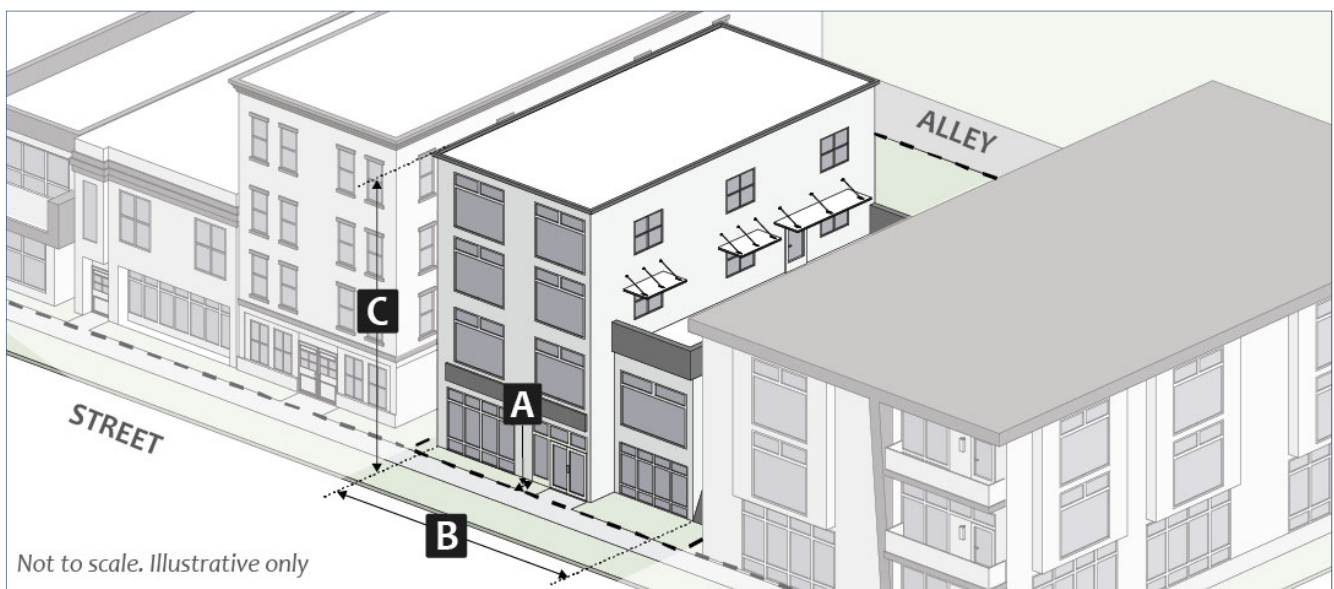
**(B) Dimensional Standards**

The following table is a summary of the character area specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

<b>Building Setbacks</b>		
<b>A</b>	Build-to range	0-5 feet
<b>B</b>	Building façade at build-to range (minimum)	70%
	Adjacent to B-Line (minimum)	10 feet
	Side (minimum)	None [1]
	Rear (minimum)	None [1]
<b>Other Standards</b>		
	Front parking setback (minimum)	20 feet behind the primary structure's front building wall
	<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>
	Impervious surface coverage (maximum)	100%
<b>C</b>	Primary structure height (maximum)	4 stories, not to exceed 50 feet [1] [2] [3] [4]
	Primary Structure height (minimum)	35 feet
	Accessory structure height (maximum)	25 feet

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Buildings that include one or more dwelling units that meet the definition of "Student Housing or Dormitory" shall be subject to the maximum building heights established in Section 20.03.030(b)(13) (Student Housing or Dormitory).



**Figure 30: MD-DC Downtown Character Overlay Dimensional Standards**

**(B) Dimensional Standards**

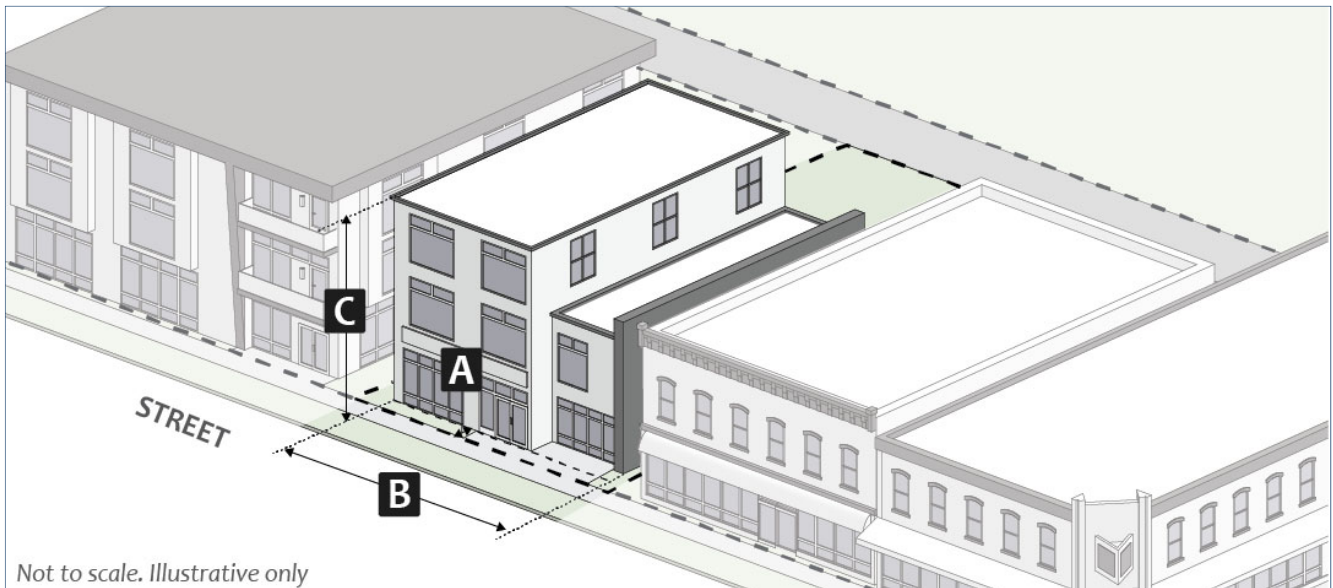
The following table is a summary of the character area specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

**Table 02-17: MD-UV Dimensional Standards**

Building Setbacks				
<b>A</b>	Build-to range	0 to 15 feet		
<b>B</b>	Building façade at build-to percentage (minimum)	70%		
	Side (minimum)	None [1]		
	Rear (minimum)	None [1]		
Other Standards		General	Kirkwood Corridor	Restaurant Row
	Front parking setback (minimum)	20 feet behind the primary structure's front building wall		
	<a href="#">Side and Rear parking setback</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>		
	Impervious surface coverage (maximum)	85 %	100 %	85%
	Landscape area (minimum)	15%	n/a	15%
<b>C</b>	Primary structure height (maximum)	3 stories, not to exceed 40 feet [1] [2] [3] [4]	3 stories, not to exceed 40 feet [1] [2] [3] [4]	3 stories, not to exceed 35 feet [1] [2] [3] [4]
	Primary Structure height (minimum)	25 feet	25 feet	20 feet
	Accessory structure height (maximum)	25 feet		

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Buildings that include one or more dwelling units that meet the definition of "Student Housing or Dormitory" shall be subject to the maximum building heights established in Section 20.03.030(b)(13) (Student Housing or Dormitory).



**(B) Dimensional Standards**

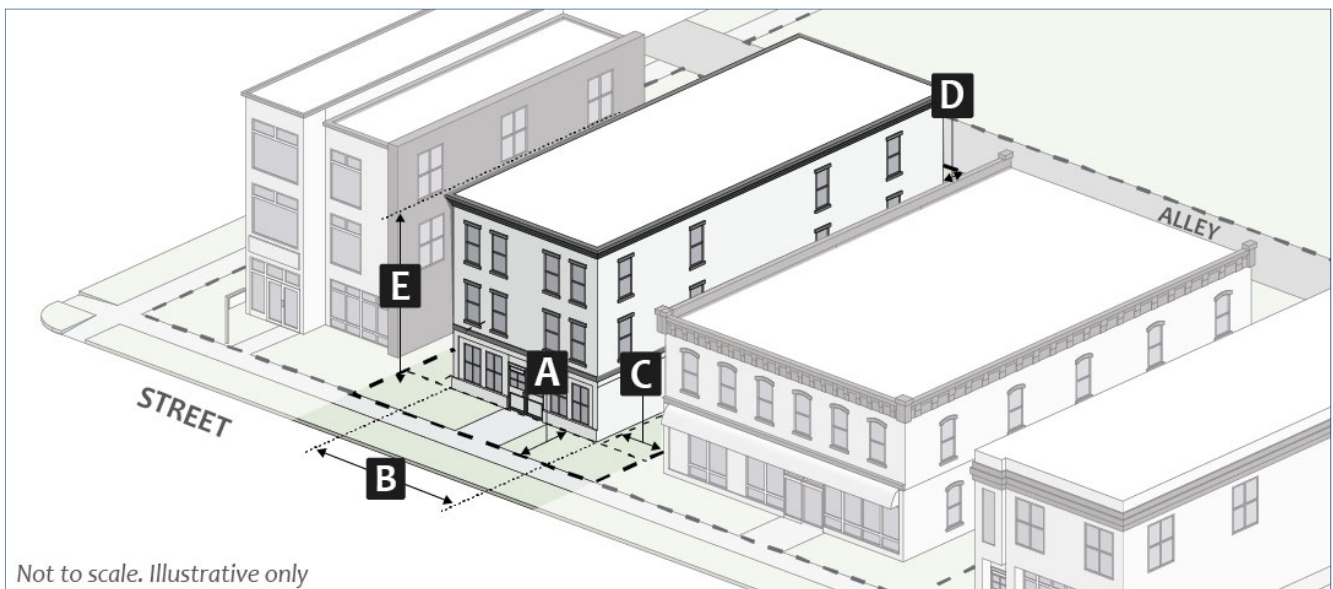
The following table is a summary of the character area specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

**Table 02-18: MD-DE Dimensional Standards**

Building Setbacks		
A	Build-to range	0 to 15 feet
B	Building façade build-to percentage (minimum)	70%
C	Side (minimum)	7 feet [1]
D	Rear (minimum)	10 feet [1]
Other Standards		
	Front parking setback (minimum)	20 feet behind the primary structure's front building wall
	<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>
	Impervious surface coverage (maximum)	75%
	Landscape area (minimum)	25%
E	Primary structure height (maximum)	3 stories, not to exceed 40 feet [1] [2] [3] [4]
	Primary Structure height (minimum)	20 feet
	Accessory structure height (maximum)	25 feet

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Buildings that include one or more dwelling units that meet the definition of "Student Housing or Dormitory" shall be subject to the maximum building heights established in Section 20.03.030(b)(13) (Student Housing or Dormitory).



**Figure 34: MD-DE Downtown Character Overlay Dimensional Standards**

**(B) Dimensional Standards**

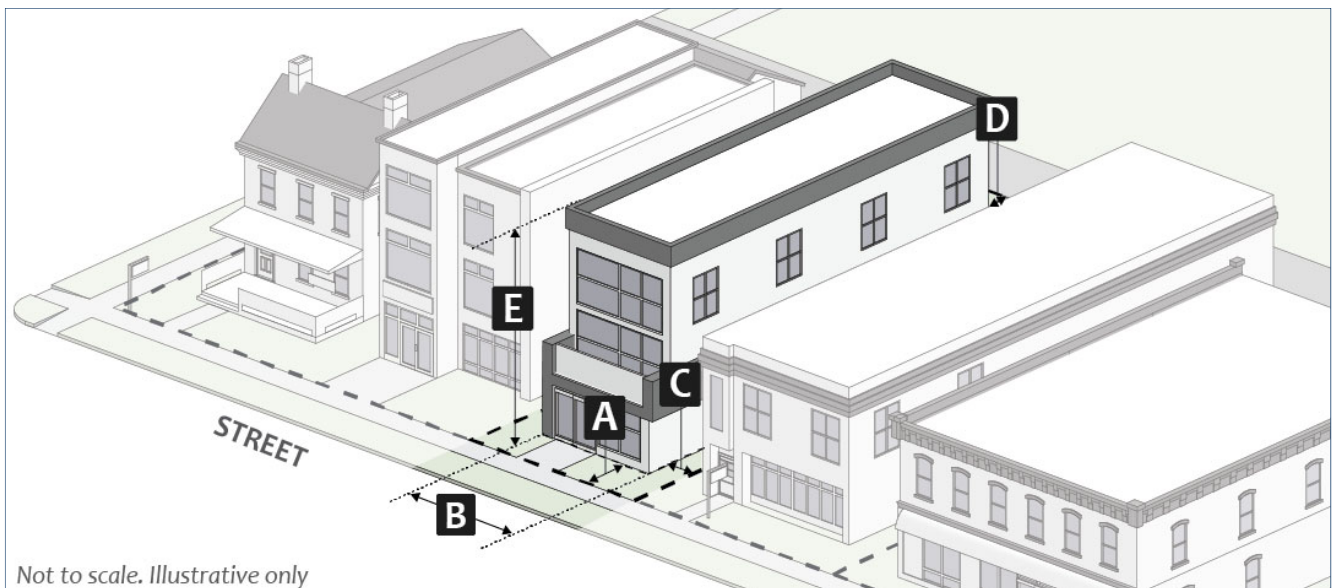
The following table is a summary of the character area specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

**Table 02-19: MD-DG Dimensional Standards**

Building Setbacks		
A	Build-to range	0 to 15 feet
B	Building façade build-to percentage (minimum)	70%
C	Side (minimum)	5 feet [1]
D	Rear (minimum)	5 feet [1]
Other Standards		
	Front parking setback (minimum)	20 feet behind the primary structure's front building wall
	<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>
	Impervious surface coverage (maximum)	75%
	Landscape area (minimum)	25%
E	Primary structure height (maximum)	3 stories, not to exceed 40 feet [1] [2] [3] [4]
	Primary Structure height (minimum)	25 feet
	Accessory structure height (maximum)	30 feet

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Buildings that include one or more dwelling units that meet the definition of "Student Housing or Dormitory" shall be subject to the maximum building heights established in Section 20.03.030(b)(13) (Student Housing or Dormitory).



**Figure 36: MD-DG Downtown Character Overlay Dimensional Standards**

**(B) Dimensional Standards**

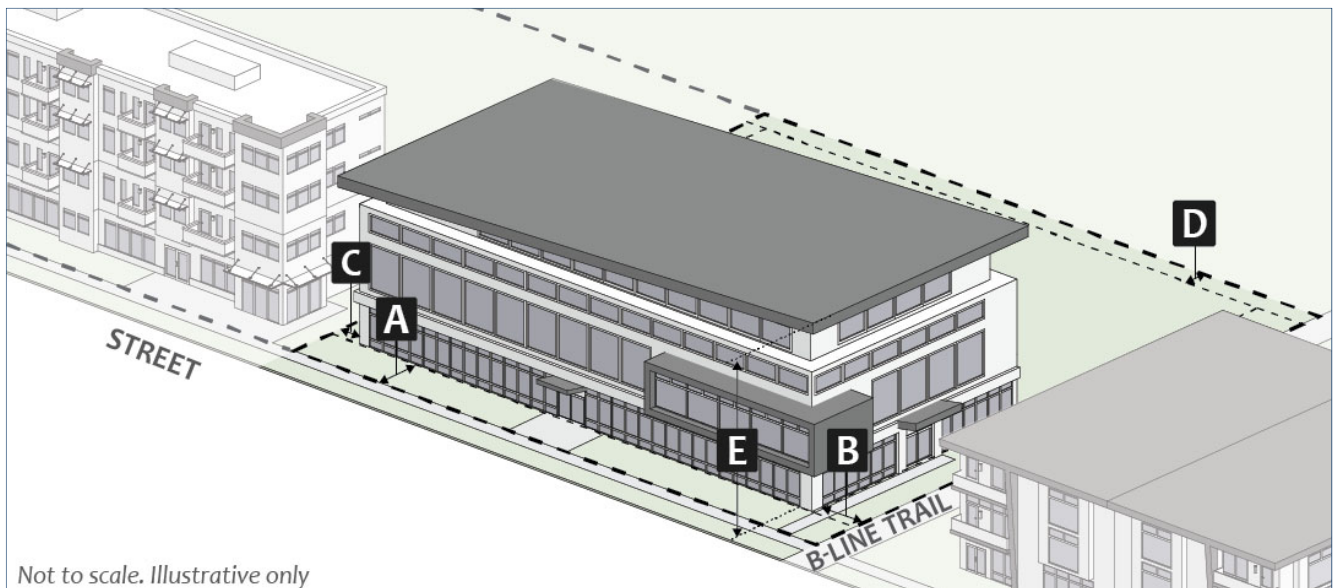
The following table is a summary of the character area specific dimensional standards. Additional standards from Section 20.04.010 (Dimensional Standards) also apply.

**Table 02-20: MD-ST Dimensional Standards**

Building Setbacks		
A	Front (maximum)	15 feet
B	Adjacent to B-Line (minimum)	15 feet
C	Side building setback (minimum)	5 feet [1]
D	Rear building setback (minimum)	5 feet [1]
Other Standards		
	Front parking setback (minimum)	20 feet behind the primary structure's front building wall
	<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>
	Impervious surface coverage (maximum)	<del>75%</del> <a href="#">85%</a>
	Landscape area (minimum)	<del>25%</del> <a href="#">15%</a>
E	Primary structure height (maximum)	4 stories, not to exceed 50 feet [1] [2] [3] [4]
	Primary Structure height (minimum)	25 feet
	Accessory structure height (maximum)	30 feet

**Notes:**

- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
- [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height on the ground floor shall be 12 feet.
- [3] See Section 20.04.110 (Incentives) for alternative standards.
- [4] Buildings that include one or more dwelling units that meet the definition of "Student Housing or Dormitory" shall be subject to the maximum building heights established in Section 20.03.030(b)(13) (Student Housing or Dormitory).



**Figure 38: MD-ST Downtown Character Overlay Dimensional Standards**

**Table 02-28: Façade Materials**

Downtown Character Overlays	Prohibited Façade Material Standards	
	Primary	Secondary
CS [1]	Wood, EIFS, smooth-faced or split-faced cement block, vinyl; metal, cementitious siding, and precast concrete	
DC	EIFS, vinyl, highly reflective materials, wood, smooth or split-faced cement block, and cementitious siding	EIFS, vinyl, and smooth or split-faced cement block
UV General DE, DG, <del>ST</del>	EIFS, vinyl, highly reflective materials, wood, smooth or split-faced cement block, metal, and precast concrete	EIFS, vinyl, and highly reflective materials
<del>ST</del>	<del>EIFS, vinyl, highly reflective materials, wood, smooth or split-faced cement block, and precast concrete</del>	<del>EIFS, vinyl, and highly reflective materials</del>
UV Kirkwood Corridor	EIFS, vinyl, wood, smooth or split-faced cement block, and cementitious siding	EIFS, vinyl, smooth or split-faced cement block, wood, and cementitious siding [2]
UV Restaurant Row	EIFS, vinyl, smooth or split-faced cement block, natural stone or masonry, and precast concrete	EIFS and vinyl

**Notes:**

[1] All exterior finish materials shall have a non-reflective, low reflectance, or matte finish.

[2] May only be used as a secondary façade material on floors above the first floor.

**(10) Design Guidelines**

Petitioners are encouraged to comply with design guidance in the following Guidelines contained in the Downtown Vision and Infill Strategy Plan to the degree that compliance with those guidelines does not create an inconsistency with the standards in Sections 2.21.1 through 2.21.8 above.

- (A) Site plan: Guidelines 3.1 and 3.2.
- (B) Architectural character: Guidelines 3.3 and 3.4.
- (C) Mass, scale and form: Guidelines 3.5, 3.6, 3.7, 3.8 and 3.9.
- (D) Exterior building materials: Guidelines 3.10, 3.11 and 3.12.
- (E) Upper story windows: Guidelines 3.13 and 3.14.
- (F) Entries: Guidelines 3.15 and 3.16.
- (G) Pedestrian interest: Guidelines 3.17, 3.18 and 3.19.
- (H) Mechanical equipment and service utilities: Guidelines 3.20, 3.21, 3.22 and 3.23.
- (I) Parking structures: Guidelines 3.24 and 3.25.
- (J) Lighting: Guidelines 3.26, 3.27 and 3.28.

- (E) Where minimum spacing is required by subsections (C) and (D) above, the distance shall be measured from the nearest property line of the property from which spacing is required to the nearest property line on which the group home will be located, using a straight line, without regard to intervening structures or public rights-of-way.

**(12) Residential Rooming House**

- (A) No residential rooming house shall contain more than four bedrooms, not including the living space occupied by the residential rooming house owner.
- (B) No bedroom occupied by a person other than the residential rooming house owner shall be rented for a period of less than 30 consecutive days.

**(13) Student Housing or Dormitory**

**(A) Ground Floor Parking**

All portions within the ground floor of a structure used for vehicular parking shall be located at least 20 feet behind the building façade facing a public street. If there are multiple primary buildings on a site, this requirement only applies to the building closest to a public street.

**(B) Location**

In the RM, RH, MN, MM, MC, and MI zoning districts, each student housing or dormitory use shall be separated from any other student housing or dormitory use.

- i. By at least ~~300~~ 900 feet, as measured between the closest points on the two lots containing the student housing or dormitory uses, and
- ii. By at least ~~300~~ 900 feet, as measured between the closest points of two or more residential or mixed use structures within one lot containing the student housing or dormitory use.

However, if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, only the requirements of 20.03.030(b)(13)(~~AB~~)(i) apply to each student housing or dormitory use in the RM, RH, MN, MM, MC, and MI zoning districts, if both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d), the separation requirements of this section do not apply to each student housing or dormitory use in the RM, RH, MN, MM, MC, and MI zoning districts-

**(C) Building Floor Plate**

- i. In the MN zoning district, the maximum building floor plate for a student housing or dormitory use shall be ~~2,500~~ 2,000 square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the MN zoning district shall be ~~5,000~~ 3,000 square feet per building~~lot~~, pursuant to the measurement standards in Section 20.04.020(g). If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate of a student housing or dormitory use shall be 5,000 square feet per building.

- ii. In the RM and MD zoning districts, the maximum building floor plate for a student housing or dormitory use shall be ~~5,000-3,000~~ square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RM and MD zoning districts shall be ~~10,000-5,000~~ square feet per building ~~lot~~, pursuant to the measurement standards in Section 20.04.020(g). If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plate of a student housing or dormitory use shall be 10,000 square feet per building.-
- iii. In the RH, MM, MC, and MI zoning districts, the maximum building floor plate for a student housing or dormitory use shall be ~~10,000-5,000~~ square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RH, MM, MC, and MI zoning districts shall be ~~20,000-8,000~~ square feet per building ~~lot~~, pursuant to the measurement standards in Section 20.04.020(g). If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) have been earned, the maximum building floor plate of a student housing or dormitory use shall be 20,000 square feet per building.-
- iv. In the MS zoning district, the maximum building floor plate for a student housing or dormitory use shall be ~~20,000~~ 10,000 square feet per ~~lot~~ building, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, ~~there shall be no the~~ maximum building floor plate for a student housing or dormitory use use shall be 14,000 square feet per building, pursuant to the measurement standards in Section 20.04.020(g). in the MS zoning district. If both the affordable housing incentive codified at Section 20.04.110(c) and the sustainable development incentive codified at Section 20.04.110(d) have been earned, there shall be no maximum building floor plate per building in the MS zoning district.-

**(D) Building Height**

- i. In the RH zoning district, the maximum building height for a student housing or dormitory use shall be three stories, not to exceed 40 feet, except as necessary to accommodate additional height earned through the affordable housing incentive in Section 20.04.110(c).
- ii. In the MD-DC character area, the maximum building height for a student housing or dormitory use shall not exceed 40 feet.
- iii. In the MD-CS, MD-UV, MD-DE, MD-DG, and MD-ST Downtown Character Overlays, the maximum building height for a student housing or dormitory use shall not exceed 30 feet.



**(7) Sexually Oriented Business**

**(A) Purpose**

Within the city it is acknowledged that there are some uses, often referred to as sexually oriented businesses, which because of their nature can have a negative impact on nearby property, particularly when these sexually oriented businesses are concentrated together or located in direct proximity to places where children congregate including but not limited to: residential uses; child care centers; places of worship; schools; libraries; playgrounds; and/or parks. Special regulations for these sexually oriented businesses are necessary to ensure that these adverse impacts will not contribute to the blighting of surrounding areas. The primary goal of these regulations is to prevent the concentration or location of these uses in a manner that would exacerbate their adverse effects.

**(B) Location**

A sexually oriented business shall not be located on a property within 500 feet (measured from the nearest property line of the property from which spacing is required to the nearest wall of the building or tenant space that houses the sexually oriented business use using a straight line, without regard to intervening structures or public rights-of-way) of any of the following:

- i. Place of Worship;
- ii. School, Public or Private (preschool, K-12);
- iii. Day care center, adult or child;
- iv. Park (including publicly owned multiuse trails);
- v. Library;

~~vi. Homeless Shelter;~~

~~vii-vi.~~ R1, R2, R3, R4, or RMH zoning district, including any portion of a Planned Unit Development designated for single-family residential use;

~~viii-vii.~~ RM or RH zoning district, including any portion of a Planned Unit Development designated for multifamily residential use; and

~~ix-viii.~~ Another Sexually Oriented Business.

**(C) PUDs**

For the purposes of this section, sexually oriented businesses shall be considered permitted uses in any PUD zoning district created before February 12, 2007, where the underlying zoning is MC, MM, and IN.

**(D) Exterior Display**

No sexually oriented business shall be conducted in any manner that permits the observation from any right-of-way of material depicting specified sexual activities or specified anatomical areas by display, decoration, sign, show window or other opening.

**(8) Bed and Breakfast**

(A) In the R1, R2, R3, R4, and RM zoning districts, this use is limited to single-family detached dwellings.

(B) In the R1, R2, R3, R4, and RM zoning districts, the maximum number of guest units for any bed and breakfast shall be three. In all other zoning districts, the maximum number of guest units for any bed and breakfast establishment shall be eight.

**Table 04-3: Mixed-Use District Dimensional Standards**

sq. ft. = square feet

Dimensional Standards	MS	MN	MM	MC	ME	MI	MD	MH
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- Notes:**
- [1] Buildings abutting a property in the R1, R2, R3, or R4 zoning district shall comply with the standards in Section 20.04.070(d)(5) (Neighborhood Transition Standards).
  - [2] Where a nonresidential use is proposed on the ground floor, the minimum floor to ceiling height shall be 12 feet.
  - [3] See Section 20.04.110 (Incentives) for alternative standards.
  - [4] [Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street \(extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street\), and west of Morton Street shall have an impervious surface coverage maximum of 85%.](#)
  - [5] [Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street \(extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street, and west of Morton Street shall have a minimum landscape area of 15%.](#)
  - [6] [Lots zoned MM north of 1<sup>st</sup> Street, south of 2<sup>nd</sup> Street, east of Maple Street \(extending south of 2<sup>nd</sup> Street to 1<sup>st</sup> Street\), and west of Morton Street shall have minimum side and rear building setbacks of zero feet.](#)

**Table 04-4: Downtown Character Overlay Dimensional Standards**

sq. ft. = square feet

Dimensional Standards	MD-CS	MD-DC	MD-UV	MD-DE	MD-DG	MD-ST
<b>Lot Dimensions (Minimum)</b>						
Lot area	None	None	None	None	None	None
Lot width	None	None	None	None	None	None
<b>Building Setbacks</b>						
Front build-to range	0 to 5 feet	0 to 5 feet	0 to 15 feet	0 to 15 feet	0 to 15 feet	None
Front building façade at build-to range (minimum)	90%	70%	70%	70%	70%	None
Front (maximum)	None	None	None	None	None	15 feet
Adjacent to B-Line (minimum)	None	10 feet	None	None	None	15 feet
Side (minimum) [1]	None	None	None	7 feet	5 feet	5 feet
Rear (minimum) [1]	None	None	None	10 feet	5 feet	5 feet
<b>Other Standards</b>						
Front parking setback (minimum)	20 feet behind the primary structure's front building wall					
<a href="#">Side and Rear parking setback (minimum)</a>	<a href="#">Requirements set per Section 20.04.080(h)(1)(A)(ii)</a>					
Impervious surface coverage (maximum)	100%	100%	General and Restaurant Row: 85% Kirkwood Corridor: 100%	75%	75%	<a href="#">75%</a> , <a href="#">85%</a>
Landscape area (minimum)	None	None	General and Restaurant Row: 15% Kirkwood Corridor: None	25%	25%	<a href="#">25%</a> , <a href="#">15%</a>

**Table 04-6: Authorized Exceptions to Setback Requirements**

DU = dwelling unit

Type of Exception	Extent of Exception
Air conditioners (ground)	Up to 5 feet if screened by a fence, wall, or appropriate landscaping.
Air conditioners (window)	Up to 30 inches.
Architectural features	Up to 18 inches.
Awnings, balconies, canopies, patios, and steps	Up to 6 feet.
Bay windows, chimneys, eaves,	Up to 3 feet.
Decks	Up to 6 feet into the side or rear setback provided that no deck is closer than 2 feet to a side property line.
Fire Escapes	Up to 6 feet into side and rear setbacks.
Front Entry	For the R1 and R2 zoning districts, an entry or covered front addition a maximum of 6 feet deep and with a width not to exceed one-third the width of the primary façade of the structure.
<u>Accessible</u> <del>Handicap</del> ramps	Exempt from all setback requirements.
Satellite dishes	Up to 5 feet into the front setback and no closer than one foot to the side and rear property lines.
Detached garages or carports	Where a rear alleyway provides access to a detached garage or carport, the setback from the property line that runs parallel to the alleyway to the detached garage or carport may be reduced to three feet.
Additions to existing primary structures	For single-family, duplex, and triplex structures, additions to existing primary structures may use existing side or rear setbacks already established on the lot, provided that the gross floor area of the existing structure is not increased by more than 50 percent. In no case shall the setback be less than 10 feet (rear) or 4 feet (side).

- (C) Where this UDO establishes a maximum setback from the front property line, that maximum setback may be increased by up to five feet to accommodate access required by the Americans with Disabilities Act, utility or access easements, or to prevent encroachment of building projections over the public right-of-way.

**(4) Through Lots**

On a through lot, the Planning and Transportation Director shall determine which lot line shall be deemed the front lot line based on the existing and/or proposed building orientation of surrounding lots. Through lots adjacent to an arterial street shall comply with the standards established in 20.05.050(j)(7)(A)iii (Buffer).

**(f) Building Height**

**(1) Measurement**

Maximum building heights are expressed in both overall dimension and the number of stories, where applicable.

**(A) Stories**

Story height is measured between the floor of a story to the floor of the story above it. For single-story buildings and the uppermost story of a multistory building, the measurement shall be from the floor of the story to the ceiling.

**(C) Vertical Clear Area**

No primary or accessory structures, landscaping, fences, walls or signs shall be placed in or to project into the vision clearance triangle between the heights of two and one-half feet and nine feet above the crown of the adjacent street.

**(d) Pedestrian and Bicycle Circulation****(1) Purpose**

To reduce greenhouse gas emissions and improve the health and quality of life of city residents by providing safe, convenient, and attractive pedestrian and bicycle transportation paths, sidewalks, trails, and other facilities throughout the City.

**(2) Applicability**

Pedestrian facilities shall be required on both sides of all streets, with the exception of new single-family, duplex, and triplex residences built on existing legal lots of record on non-classified (neighborhood) streets with no adjacent pedestrian facilities, and additions to existing residential structures; and except that culs-de-sac less than 300 feet in length and providing access to less than 10 residential units shall be required to provide pedestrian facilities on one side of the street. All required trails and connector paths shall be provided. Where there are conflicting standards in this UDO and the most recently adopted Transportation Plan, the Planning and Transportation Director shall determine which standard governs.

**(3) Inspection and Acceptance**

Prior to the recommendation of issuance of a final certificate of occupancy, all transportation facilities located within the adjoining public right-of-way or dedicated easements shall be inspected for compliance with standards adopted by the City of Bloomington, the Bloomington Public Transportation Corporation, and/or AASHTO standards.

**(4) Pedestrian Network Required**

- (A) All developments shall integrate an interior and exterior pedestrian network comprised of concrete sidewalks or asphalt paths for pedestrian transportation and recreation. This network shall include pedestrian facilities along street frontages, multiuse trails where indicated on the Transportation Plan, and pedestrian connector paths between developments and public destinations (e.g., schools, parks, hospitals), nearby trails, other developments, and vacant land.
- (B) All concrete sidewalk and asphalt path improvements shall be constructed as per City Planning and Transportation Department [and Engineering Department](#) requirements.
- (C) All buildings shall have a sidewalk connection from the building entrance to the adjacent public street.

**(5) Type of Pedestrian Facility**

Required pedestrian facilities shall be as indicated in the Transportation Plan, unless it is determined by the Planning and Transportation Director that such facility should be altered to match adjacent facilities.

**(6) Width**

The minimum width of required pedestrian facilities shall be as indicated in the Transportation Plan unless specifically noted in Table 05-5: Subdivision Development Standards.

- (2) Each accessible space shall be located adjacent to an access aisle and as close as reasonably practicable to the building entrance most accessible for ~~persons with disabilities~~ the disabled.
- (3) All accessible spaces shall be striped and have vertical signs identifying them as accessible spaces per the Indiana Manual on Uniform Traffic Control Devices.
- (4) Required accessible spaces shall count towards the number of maximum parking spaces permitted, unless the maximum allowed number of parking spaces is 25 spaces or less.

## (g) Adjustments to Minimum Parking Requirements

The amount of vehicle parking required pursuant to Table 04-9: Minimum Vehicle Parking Requirements, may be adjusted by the factors listed in this Section 20.04.060(g). These adjustments may be applied as part of the calculation of parking requirements and do not require discretionary approval by the City.

### (1) Shared Parking Facilities

#### (A) Generally

- i. When reviewing a shared parking proposal, the City Planning and Transportation Department shall consider any additional reductions in minimum parking requirements that might otherwise apply pursuant to subsections (2) through (5) below, but such additional reductions shall not apply to further reduce the shared parking requirements approved by the City Planning and Transportation Department.
- ii. Where a minimum number of parking spaces are required by Table 04-9: Minimum Vehicle Parking Requirements, the owners of two or more properties may join together to provide the required parking spaces for their respective uses. Upon request by the owners and after review of the request, the City Planning and Transportation Department may authorize the shared use of parking facilities subject to the following:
  - iii. In a shared parking arrangement, each property shall provide a minimum of 60 percent of the individual parking requirements provided in Table 04-9: Minimum Vehicle Parking Requirements. In no case shall the total combined parking spaces be less than 120 percent of the greater individual parking requirement.
  - iv. Any property using shared parking facilities shall be located within 600 feet of such parking facility, using established sidewalks and crosswalks where available.

#### (B) Shared Parking Agreement

The property owner seeking leased spaces shall provide a recordable zoning commitment to the Planning and Transportation Department stating that in the case where leased spaces are no longer available, that an adequate parking alternative will be provided.

### (2) Proximity to Transit

Except for single-family, duplex, triplex, fourplex, mobile home, and manufactured home residential uses, the minimum parking required for development within one-quarter mile, measured radially in a straight line, of a fixed transit station shall be reduced from those shown in Table 04-9: *Minimum Vehicle Parking Requirements* by 15 percent.

### (3) Affordable and Senior Housing

The minimum number of required vehicle parking spaces for multifamily residential structures shall be reduced by 35 percent if:

(D) **Tree Grates**

Street trees may be planted in a minimum five foot by five-foot tree pit covered with an ADA compliant cast iron grate to maintain a flush grade with adjacent sidewalks.

(E) **Vision Clearance**

(4)

- i. Vision Clearance Triangle), or within that portion of the vision clearance triangle behind the sidewalk.
- ii. Low-branching species shall not be allowed within 50 feet of an intersection.
- iii. Locations for street trees within 50 feet of an intersection shall be approved by the City ~~Planning and Transportation~~Engineering Department.
- iv. Street trees shall be located a minimum of 10 feet from a driveway cut, traffic control sign, or streetlight, and a minimum of three feet from a fire hydrant.

~~(4)~~(5) **MD District**

(A) **Generally**

Street trees shall be planted in a minimum five foot by five-foot tree pit covered with an ADA compliant cast iron grate to maintain a flush grade with adjacent sidewalks, subject to approval by the Transportation and Traffic Engineer.

(B) **Alternatives**

The following street tree planting methods may be used in lieu of the five foot by five-foot grate, subject to approval by the Transportation and Traffic Engineer.

- i. Street trees may be planted in a minimum five-foot-wide grassed tree plot area; or
- ii. Street trees may be planted in a large curbed planting area.

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(g) **Buffer Yards**

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(1) **Purpose**

Buffer yards are required to mitigate or minimize potential nuisances such as noise, light, glare, dirt, litter, signs, parking, or storage areas and to provide a transition between incompatible uses.

(2) **General Standards**

(A) **Responsibility**

The developer or owner of the property being developed is responsible for installing and maintaining in perpetuity the buffer yard at the time of that development. The adjacent property owner shall not be required to participate in the installation of the buffer yard.

## 20.06.030 Summary Table of Review Procedures

Table 06-1 lists the development petitions authorized by this UDO, whether public notice is required, whether pre-submittal activities are required, and the role of City review and decision-making bodies.

**Table 06-1: Summary Table of Review Procedures**

R = Review and Recommendation D = Decision A = Appeal \* = Public Hearing Required

Procedure	UDO Section	Public Notice			Pre-Submittal Activities			Review and Decision-Making Bodies						
		Published	Mailed	Posted	Pre-Submittal Meeting	DRC Meeting	Neighborhood Meeting	Staff	Plan Commission	Plat Committee	Board of Zoning Appeals	Common Council	Hearing Officer	Historic Preservation Commission
<b>Development Permits and Procedures</b>														
Site Plan Review, Minor	20.06.050(a)				✓			D	A					
Site Plan Review, Major	20.06.050(a)	✓	✓	✓	✓	✓	✓	R	D*					
Conditional Use Permit	20.06.050(b)	✓	✓	✓	✓			R			D*/A		D*	
Demolition Delay Permit	20.06.050(c)			✓	✓			R						D
Floodplain Development Permit	20.06.050(d)							D						
Grading Permit	20.06.050(e)							D						
Certificate of Zoning Compliance	20.06.050(f)							D						
Certificate of Occupancy	20.06.050(g)							D						
Certificate of Final Acceptance	20.06.050(h)							D						
Certificate of Nonconforming Use	20.06.050(i)							D						
Sign Permit	20.06.050(j)							D						
Temporary Use Permit	20.06.050(k)							D						
Easements	20.06.050(l)	See 20.06.050(l) (Easements)												
<b>Subdivision Procedures</b>														
Primary Plat	20.06.060(b)	✓	✓	✓	✓	✓		R	D*/A	D*				
Secondary Plat	20.06.060(c)					✓		R/D	D/A	D				
Vacating Plat	20.06.060(d)	✓	✓	✓	✓	✓		R	D*/A	D*				
<b>Plan/Ordinance Amendments</b>														
Comprehensive Plan Amendment	20.06.070(a)	✓						R	R*				D*	
Zoning Map Amendment	20.06.070(b)	✓	✓	✓	✓	✓	✓	R	R*				D*	
Rezoning to Planned Unit Development (PUD)	20.06.070(c)	✓	✓	✓	✓	✓	✓	R	R*				D*	
Zoning Text Amendment	20.06.070(d)	✓	✓		✓			R	R*				D*	

**(b) Conditional Use Permit**

**(1) Purpose**

The conditional use permit procedure provides a mechanism for the city to evaluate proposed land uses in a particular zoning district and to establish certain conditions to address unique characteristics associated with the proposed land use. The use shall be permitted by the Board of Zoning Appeals or Hearing Officer if it is determined that the listed conditions are met.

**(2) Applicability**

No use classified as conditional in Table 03-1: Allowed Use Table, or any other standard in this UDO may be conducted without first obtaining a conditional use permit under this Section 20.06.050(b). No conditional use shall be conducted except in compliance with all applicable provisions of this UDO and with any conditions upon such conditional use approval.

**(3) Conditional Use Permit Review Process**

Figure 06.05-3 identifies the applicable steps from 20.06.040 (Common Review Procedures) that apply to conditional use permit review. Additions or modifications to the common review procedures are noted below.

**Figure 06.05-3: Summary of Conditional Use Permit Procedure**



**(A) Pre-Submittal Activities**

- i. A pre-submittal meeting shall be held in accordance with Section 20.06.040(b)(1) (Pre-Submittal Meeting).
- ii. Petitions subject to review and decision by the Hearing Officer shall not require a Development Review Committee meeting or a pre-submittal neighborhood meeting.
- iii. For petitions subject to review and decision by the ~~zoning board of appeals~~, Board of Zoning Appeals a Development Review Committee meeting and pre-submittal neighborhood meeting may be required by the Planning and Transportation Director, in accordance with Section 20.06.040(b)(2) (Development Review Committee (DRC) Meeting) and Section 20.06.040(b)(3) (Pre-Submittal Neighborhood Meeting). The requirements of Section 20.06.050(b)(3)(D) and 20.06.050(b)(3)(E)(v) apply to conditional use permit petitions for the “Dwelling, duplex” use in the R1, R2, or R3 zoning districts.



1. The property shall have been designated historic at the local level, or have had a petition filed for such designation, at the time of petition for conditional use approval.
2. The proposed use shall not diminish the historic character of the property or, if it is located within an historic district, the historic character of said historic district.
3. The proposed use shall enhance the ability to restore and/or preserve the property.
4. The granting of the conditional use approval shall be contingent upon any required certificate of appropriateness and upon the granting of a local historic designation or the presence of such designation being in place.

**iv. Quarry Adaptive Re-Use**

1. The petitioner shall provide documentation that limestone or other stone processing operations are no longer feasible due to environmental and/or physical site characteristics. Market economic conditions may be considered, but the purpose is to protect these natural resources from encroachment of other land uses that may inhibit or prevent quarry or stone processing activities.
2. The proposed adaptive re-use shall retain, to the greatest extent possible, the existing quarry features to preserve the region's quarry heritage.
3. Land use decisions shall be made in consideration of the dominant land use patterns that surround each site.
4. The proposed adaptive re-use shall be a less intense land use than quarry uses in regard to environmental regulatory standards and general nuisance in regard to noise, vibration, and dust.
5. An environmental mitigation plan shall be submitted with the conditional use petition. The environmental mitigation plan shall include, but not be limited to cleanup measures, water quality protection, and long-term monitoring standards. All environmental mitigation plans shall meet the standards of the City Utilities Department, as well as any applicable state and federal requirements.

**v. Dwelling, Duplex in R1, R2, or R3 Zoning Districts**

Conditional use permit petitions for the "Dwelling, duplex" use in the R1, R2, or R3 zoning districts shall require a pre-submittal neighborhood meeting in accordance with 20.06.040(b)(3) (Pre-Submittal Neighborhood Meeting).

**vi. Commitments**

1. The ~~Board of Zoning Appeals zoning board of appeals~~ or Hearing Officer may allow or require the owner of a parcel of real property to make a written commitment concerning use and/or development of that parcel in connection with approval of a conditional use permit in accordance with Section 20.06.040(d)(8) (Commitments).
2. If the owner of a parcel of real estate fails to accept a condition imposed, or to make a commitment allowed or required, by the Hearing Officer, then the owner's petition shall be considered withdrawn or, if requested by the owner, shall be transferred to the Board of Zoning Appeals.

**(A) Pre-Submittal Activities**

- i. A pre-submittal meeting shall be held in accordance with Section 20.06.040(b)(1) (Pre-Submittal Meeting).
- ii. Petitions subject to review and decision by the Hearing Officer shall not require a Development Review Committee meeting.
- iii. For petitions subject to review and decision by the ~~Board of Zoning Appeals-zoning board of appeals~~, a Development Review Committee meeting may be required at the discretion of the Planning and Transportation Director, in accordance with Section 20.06.040(b)(2) (Development Review Committee (DRC) Meeting).

**(B) Petition Submittal and Processing**

The variance petition shall be submitted, accepted, and revised, and may be withdrawn, in accordance with Section 20.06.040(c) (Petition Submittal and Processing).

**(C) Staff Review and Action**

The planning and transportation staff shall review the petition and prepare a staff report and recommendation in accordance with Section 20.06.040(d) (Staff Review and Action).

**(D) Scheduling and Notice of Public Hearings**

The variance petition shall be scheduled for a public hearing before the Board of Zoning Appeals or Hearing Officer and noticed in accordance with 20.06.040(e) (Scheduling and Notice of Public Hearings).

**(E) Review and Decision**

The Hearing Officer or Board of Zoning Appeals shall review the variance petition and approve, approve with conditions or commitments, or deny the petition in accordance with Section 20.06.040(g) (Review and Decision), based on the following approval criteria.

**i. Development Standards Variance**

Pursuant to Indiana Code 36-7-4-918.5, the Board of Zoning Appeals or Hearing Officer may grant a variance from the development standards of this UDO if, after a public hearing, it makes findings of fact in writing, that:

**1. General Approval Criteria**

- [a] The approval will not be injurious to the public health, safety, morals, and general welfare of the community; and
- [b] The use and value of the area adjacent to the property included in the development standards variance will not be affected in a substantially adverse manner; and
- [c] The strict application of the terms of this UDO will result in practical difficulties in the use of the property; that the practical difficulties are peculiar to the property in question; that the development standards variance will relieve the practical difficulties.

- [f] The compatibility of the proposed use with existing and anticipated development.
- [g] The relationship of the proposed use to the Comprehensive Plan and floodplain management program for that area.
- [h] The safety of access to the property in times of flood for ordinary and emergency vehicles.
- [i] The expected height, velocity, duration, rate of rise, and sediment of transport of the floodwaters at the site.
- [j] The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

## 2. Review Criteria

The Board of Zoning Appeals or the Hearing Officer may grant a floodplain variance if, after a public hearing, it makes findings of fact in writing, that there is:

- [a] A showing of good and sufficient cause;
- [b] A determination that failure to grant the variance would result in exceptional hardship;
- [c] A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and
- [d] A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances;

### iii. Commitments

1. The ~~Board of Zoning Appeals~~ ~~Zoning Board of Appeals~~ or the Hearing Officer may allow or require the owner of a parcel of real property to make a written and recorded zoning commitment concerning use and/or development of that parcel in connection with approval of a variance pursuant to Section 20.06.040(d)(8) (Commitments).
2. Upon approval of a determinate sidewalk variance, the Planning and Transportation Department staff shall prepare a zoning commitment indicating that the determinate sidewalk variance was approved, and that future installation of sidewalk may be required. The petitioner shall record the zoning commitment in the Monroe Office of the Monroe County Recorder before a certificate of zoning compliance is issued.
3. If the owner of a parcel of real estate fails to accept a condition imposed, or to make a commitment allowed or required, by the Hearing Officer, then the owner's petition shall be considered withdrawn or, if requested by the owner, shall be transferred to the Board of Zoning Appeals.

In landscaping, low-growing plants with a typical maximum mature height of about 12 inches. Ground cover is sometimes referred to as the "herbaceous layer," "regenerative layer," or "ground flora." They are typically chosen for practical purposes to cover soil where turf grass does not thrive or is not practical or in wooded settings covering the soil surface. Ground cover species do not include non-native turf grass.

### **Ground Floor**

The level of a building that is situated at or most nearly at street grade.

### **Group Care Home, FHAA, Small and Large**

A residential dwelling or facility where persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of citizens protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State of Indiana, including but not limited to facilities providing housing for persons with disabilities, persons with mental health conditions, or persons with developmental disabilities ~~handicapped, mentally ill, or developmentally disabled persons~~. This use does not include "Opioid Rehabilitation Home, Small" or "Opioid Rehabilitation Home, Large."

#### **Group Home, FHAA Small**

A facility designed for and occupied by eight or fewer residents living together.

#### **Group Care Home, FHAA Large**

A facility designed for and occupied by nine or more residents living together.

### **Gym**

See "Fitness Center."

### **Habitable Space**

Space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas are not considered habitable space.

### **HAND**

The City of Bloomington Department of Housing and Neighborhood Development.

### **Hardship**

For purposes of floodplain regulations, the exceptional hardship that would result from a failure to grant the requested floodplain variance. The City Board of Zoning Appeals or the Hearing Officer requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a floodplain variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

### **Health Club**

See "Fitness Center."

### **Hearing Officer**

A member of the staff, appointed by the Plan Commission, who hears and makes final decisions on certain variances and certain conditional uses, as specified in the Plan Commission rules of procedure. The Hearing Officer is established pursuant to Indiana Code 36-7-4-923.

### Height, Building

Building height shall be defined according to the measurements and exceptions in Section 20.04.020(f) (Building Height).

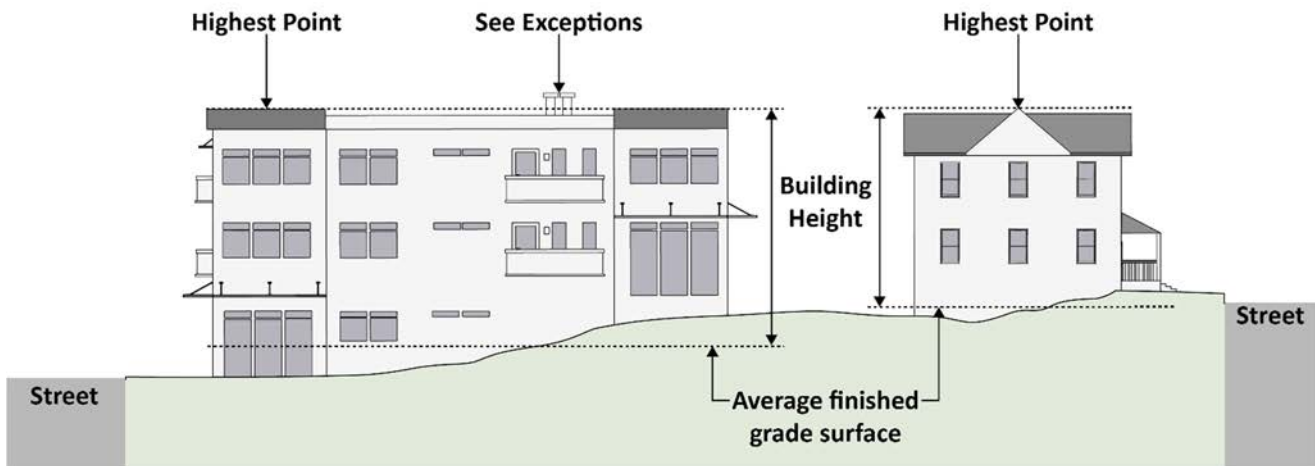


Figure 6: Building Height

### Highest Adjacent Grade

For purposes of floodplain regulations, the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

### Highly Erodible Soils

Areas of incline, whether natural or man-made, lacking sufficient vegetation to prevent instability, erosion, or downstream siltation due to soils that are subject to severe erosion when disturbed.

### Home Occupation

An activity or occupation carried on within a dwelling or approved residential accessory structure by members of the family occupying the dwelling and where the use of the home as an occupation shall be incidental and subordinate to the use of the home as a dwelling, unless this UDO states that the activity or occupation is not treated as a Home Occupation.

### Hospital

An acute healthcare establishment providing accommodations, facilities and services on a continuous 24-hour basis with overnight (meaning between twelve midnight and five a.m.) beds and services for persons suffering from illness, injury or conditions requiring medical services. The term "Hospital" does not include "Nursing or Convalescent Home," "Medical Clinic," or "Methadone Treatment Facility," or "Opioid Rehabilitation Facility" except where separately permitted.

### Hotel or Motel

An establishment in which lodging is provided and offered to the public for compensation, for periods of time not exceeding thirty days and that is commonly known as a hotel or motel in the community in which it is located. This use customarily provides services such as maid service, the furnishing and laundering of linen, telephone and secretarial or desk service, and the use and upkeep of furniture. This use may provide ancillary uses such as conference and meeting rooms, restaurants, bars, gift shops, and recreational facilities. The term "Hotel or Motel" does not include "Residential Rooming House," or "Bed and Breakfast," or "~~Homeless Shelter,~~" except where separately permitted.

### **Recycling Drop-Off, Self-Serve**

An accessory or incidental use that serves as a drop-off point for temporary storage for non-hazardous recoverable or recyclable goods such as, but not limited to, newspapers, glassware, plastics, and metal cans. This definition does not include the on-site processing of such items.

### **Regular Program**

For purposes of floodplain regulations, the phase of the community's participation in the NFIP where more comprehensive floodplain management requirements are imposed, and higher amounts of insurance are available based upon risk zones and elevations determined in a FIS.

### **Regulatory Flood**

The flood having a one percent chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The regulatory flood elevation at any location is as defined in Section 20.04.040(c) (General Standards). The "Regulatory Flood" is also known by the term "Base Flood," "One-Percent Annual Chance Flood," and "100-Year Flood."

### **Regulatory Flood Elevation**

The water-surface elevation of the base flood or the 100-year flood as defined by the Federal Emergency Management Agency.

### **Repetitive Loss**

Flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equaled or exceeded 25 percent of the market value of the structure before the damage occurred.

### **Rescue Station**

See "Police/fire/rescue station."

### **Residential Care Home**

See "Group home/residential care home."

### **Residential Rooming House**

A building that the owner of the property occupies as their primary residence, in which, lodging, with or without meals, is provided for compensation, including but not limited to; ~~or~~ a building designed as a single-family dwelling, that is occupied by a group of persons, usually for periods of 30 days or longer, that do not meet the definition of "Family," where the use does not meet the definition of "Bed and Breakfast," "Fraternity or Sorority House," "Student Housing or Dormitory," "Residential Care Facility," or "Hotel or Motel."

### **Rest Home**

See "Nursing or Convalescent Home."

### **Restaurant**

An establishment that sells food or beverages in a ready-to-consume state, in individual servings, that the customer consumes while seated at tables or counters located in or immediately adjacent to the building in which the use is located, and that may include carry-out service. This includes any portion of an establishment used for seating for the consumption of food on the premises that sells prepared food or beverages, such as a bakery, delicatessen, cafes, and coffee shops.

ZO-10-22						
Redline Page Number	Online UDO Page Number	Chapter	Citation	Current Language	Proposed Language	Synopsis
282, 284, 341, 343	274, 276, 333, 335	various	various	zoning board of appeals	Replace and use "Board of Zoning Appeals"	Syncs language with rest of UDO
i	i	0	Table of Contents	RH: Residential High Density	RH: Residential High-Density <b>Multifamily</b>	Fixes incorrect label
24	24	2	20.02.010(m)	RH: Residential High Density	RH: Residential High-Density <b>Multifamily</b>	Fixes incorrect label
33	33	2	20.02.020 Table 02-11	MM: Dimensional Standards	Syncing with proposed Table 04-3	Cross-reference for Chapter 4 Hospital Revitalization Plan language
41, 44, 46, 48, 50, 53	41, 43, 45, 47, 49, 51	2	20.02.020 Tables 02-15; 02-16; 02-17; 02-18; 02-19; 02-20	None	Add row for Side and Rear Parking Setback in Downtown. Requirements set per 20.04.080(h)(1)(A)(ii).	Syncing with Ch. 4 regulation in Landscaping section
53	51	2	20.02.020 Table 02-20	Maximum Impervious Surface coverage = 75% / Minimum Landscape Area = 25%	Change maximum impervious surface coverage to 85% and minimum landscape area to 15%.	Syncs with urban design envisioned in Plan
67	65	2	20.02.050 Table 02-28	Prohibited Facade Material Standards (Primary), Showers Technology Park - EIFS, vinyl, highly reflective materials, wood, smooth or split-faced cement block, metal, and precast concrete	Prohibited Facade Material Standards (Primary), Showers Technology Park - EIFS, vinyl, highly reflective materials, wood, smooth or split-faced cement block, <del>metal</del> , and precast concrete	Removes metal as a prohibited primary facade material, syncs with Plan
83	81	3	20.03.030(b)(13)(B)	However, if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, only the requirements of 20.03.030(b)(13)(A)(i) apply to each student housing or dormitory use in the RM, RH, MN, MM, MC, and MI zoning districts.	However, if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, only the requirements of 20.03.030(b)(13)(A)(B)(i) apply to each student housing or dormitory use in the RM, RH, MN, MM, MC, and MI zoning districts.	Fixes incorrect citation
83	81	3	20.03.030(b)(13)(C)(i)	In the MN zoning district, the maximum building floor plate for a student housing or dormitory use shall be 2,500 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the MN zoning district shall be 5,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g).	In the MN zoning district, the maximum building floor plate for a student housing or dormitory use shall be 2,500 square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the MN zoning district shall be 5,000 square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g).	Clarifies that the floorplate limitation applies to the size of each building, not the cumulative square footage
84	81	3	20.03.030(b)(13)(C)(ii)	In the RM and MD zoning districts, the maximum building floor plate for a student housing or dormitory use shall be 5,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RM and MD zoning districts shall be 10,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g).	In the RM and MD zoning districts, the maximum building floor plate for a student housing or dormitory use shall be 5,000 square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RM and MD zoning districts shall be 10,000 square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g).	Clarifies that the floorplate limitation applies to the size of each building, not the cumulative square footage
84	82	3	20.03.030(b)(13)(C)(iii)	In the RH, MM, MC, and MI zoning districts, the maximum building floor plate for a student housing or dormitory use shall be 10,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RH, MM, MC, and MI zoning districts shall be 20,000 square feet per lot, pursuant to the measurement standards in Section 20.04.020(g).	In the RH, MM, MC, and MI zoning districts, the maximum building floor plate for a student housing or dormitory use shall be 10,000 square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g) (Building Floor Plate ). However if either the affordable housing incentive codified at Section 20.04.110(c) or the sustainable development incentive codified at Section 20.04.110(d) has been earned, the maximum building floor plate for a student housing or dormitory use in the RH, MM, MC, and MI zoning districts shall be 20,000 square feet per lot <b>building</b> , pursuant to the measurement standards in Section 20.04.020(g).	Clarifies that the floorplate limitation applies to the size of each building, not the cumulative square footage
89; 390	86 ; 381	3 ; 7	20.03.030(d)(7) and Definitions	"homeless shelter"	Removing old term	Removing old term
111	108	4	20.04.020 Table 04-4	None	Add row for Side and Rear Parking Setback in Downtown. Requirements set per 20.04.080(h)(1)(A)(ii).	Syncing with Ch. 4 regulation in Landscaping section

115	112	4	20.04.020 Table 04-6	"Handicap Ramp"	"Accessible Ramp"	Modifying language to be reflect preferred terminology
141	138	4	20.04.050(d)(4)(B)	Pedestrian facility requirements	All concrete sidewalk and asphalt path improvements shall be constructed as per City Planning and Transportation Department <b>and Engineering Department</b> requirements.	Adding Engineering Department for pedestrian facility specifications.
154	150	4	20.04.060(f)	Each accessible space shall be located adjacent to an access aisle and as close as reasonably practicable to the building entrance most accessible for the disabled	Each accessible space shall be located adjacent to an access aisle and as close as reasonably practicable to the building entrance most accessible for the <del>disabled-</del> <b>people with disabilities</b>	Modifying language to be reflect preferred terminology
154	150	4	20.04.060(f)	All accessible spaces shall be striped and have vertical signs identifying them as accessible spaces	All accessible spaces shall be striped and have vertical signs identifying them as accessible spaces <b>per the Indiana Manual on Uniform Traffic Control Devices.</b>	Updating language to specifically reference State guidelines
188	181	4	20.04.080(f)(3)(E)(iii)	Locations for street trees within 50 feet of an intersection shall be approved by the City Planning and Transportation Department.	Locations for street trees within 50 feet of an intersection shall be approved by the <del>City Planning and Transportation</del> <b>Engineering Department.</b>	Name change to reflect creation of Engineering Department
257	249	6	20.06.030 Table 06-1	Table shows that staff can only review and make recommendation on secondary plat.	The table should be updated to show that Staff can approve the secondary plat	Updates table to reflect an amendment made last year.
388	380	7	20.07.010	Group Care Home, FHAA , Small and Large- A residential dwelling or facility where persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of citizens protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State of Indiana, including but not limited to facilities providing housing for handicapped, mentally ill, or developmentally disabled persons. This use does not include "Opioid Rehabilitation Home, Small" or "Opioid Rehabilitation Home, Large."	A residential dwelling or facility where persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of citizens protected by the provisions of the federal Fair Housing Act Amendments of 1988, as defined in that Act and interpreted by the courts, or by any similar legislation of the State of Indiana, including but not limited to facilities providing housing for <del>handicapped persons with disabilities, mentally-ill</del> <b>persons with mental health conditions, or developmentally disabled persons persons with developmental disabilities.</b> This use does not include "Opioid Rehabilitation Home, Small" or "Opioid Rehabilitation Home, Large."	Modifying language to be reflect preferred terminology
390	381	7	20.07.010	Home Occupation: An activity or occupation carried on within a dwelling by members of the family occupying the dwelling and where the use of the home as an occupation shall be incidental and subordinate to the use of the home as a dwelling, unless this UDO states that the activity or occupation is not treated as a Home Occupation.	An activity or occupation carried on within a dwelling <b>or approved residential accessory structure</b> by members of the family occupying the dwelling and where the use of the home as an occupation shall be incidental and subordinate to the use of the home as a dwelling, unless this UDO states that the activity or occupation is not treated as a Home Occupation.	Modifies definition of home occupation to allow clarify they can be done in accessory structure when appropriate.
407	398	7	20.07.010	A building that the owner of the property occupies as their primary residence, in which, lodging, with or without meals, is provided for compensation, including but not limited to; or a building designed as a single-family dwelling, that is occupied by a group of persons, usually for periods of 30 days or longer, that do not meet the definition of "Family," where the use does not meet the definition of "Bed and Breakfast," "Fraternity or Sorority House," "Student Housing or Dormitory," "Residential Care Facility," or "Hotel or Motel."	A building that the owner of the property occupies as their primary residence, in which, lodging, with or without meals, is provided for compensation, including but not limited to; <del>or a building designed as a single-family dwelling, that is occupied by a group of persons, usually for periods of 30 days or longer, that do not meet the definition of "Family," where the use does not meet the definition of "Bed and Breakfast," "Fraternity or Sorority House," "Student Housing or Dormitory," "Residential Care Facility," or "Hotel or Motel."</del>	Fixes grammatical error