

City of Bloomington Common Council

Legislative Packet

Containing legislation and materials related to:

Wednesday, 20 July 2022

Regular Session at 6:30pm



CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA:
REGULAR SESSION
WEDNESDAY | 6:30 PM
20 July 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/84075259194?pwd=OXpvWmtMMTBKZTg2SkJpMDAvVUU3Zz09>

- 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**
 - a. Local Officials' Statement on the Reversal of Roe v. Wade
 - B. **The Mayor and City Offices**
 - C. **Council Committees**
 - a. Community Advisory on Public Safety Commission - Annual Report
 - D. **Public***
- V. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
- VI. **LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**
 - a. Resolution 22-14 – To Approve an Amendment to the 2019 Revised Cooperation Agreement Between the City of Bloomington (“City”) and the Bloomington Housing Authority (“BHA”) for Provision and Operation of Low Income Housing Units and Associated Payment in Lieu of Taxes by BHA in Exchange for City Services
 - b. 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 the South of 8th Street (Peerless Development, Petitioner)

Committee recommendation (05/25/2022): Do Pass 0-2-3

Note: At the June 15, 2022 Regular Session, the Council considered this ordinance but postponed final action on it to the July 20, 2022 Regular Session.

* 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.

VII. LEGISLATION FOR FIRST READINGS

- a. Ordinance 22-20 – To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic" - Re: Amending Section 15.12.030 to remove three signalized intersections and add three signalized intersections; Section 15.20.010 by deleting the reference to restricted turn intersections; Section 15.24.020 by changing speed limits at four locations; Section 15.32.030 to change parking on Lincoln Street between Smith and Third to back-in angle parking and to add pull-in parking on S. Morton Street from W. Patterson Drive and Grimes Lane to 190' north of W. Patterson Drive and Grimes Lane; Section 15.32.050 to allow for prohibiting parking in municipal parking lots to respond to weather and maintenance issues; Section 15.32.080, to remove no parking spaces on S. Morton Street and S. Rogers Street and to add no parking spaces on Lincoln Street and N. Park Avenue; Section 15.32.100 to add two loading zones on E. 4th Street; Section 15.37.020, to change the boundaries of the Garden Hill Residential Neighborhood Permit Parking Zone; Section 15.040.010, to add paid parking spaces and the Trades District Garage; and Section 15.48.020 to add an administrative towing fee when vehicles are towed for reserved parking or outstanding citation violations

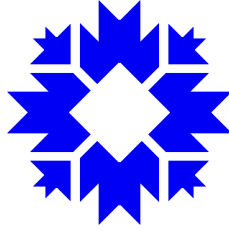
VIII. ADDITIONAL PUBLIC COMMENT* *(A maximum of twenty-five minutes is set aside for this section.)*

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.

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



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

NOTICE

Wednesday, 20 July 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/84075259194?pwd=OXpvWmtMMTBKZTg2SkJpMDAvVUU3Zz09>

Meeting ID: 840 7525 9194

Passcode: 312574

One tap mobile

+16469313860,,84075259194# US

+19292056099,,84075259194# US (New York)

Dial by your location

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

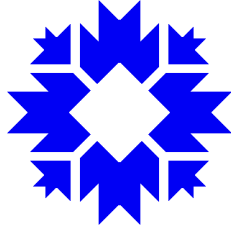
+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 840 7525 9194

Find your local number: <https://bloomington.zoom.us/j/84075259194>

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.



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

NOTICE

Friday, 22 July 2022

Work Session

Starting at 12 noon

This meeting will be held in the McCloskey Conference Room (Suite #135, 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/87415471991?pwd=SWg3emZDWTNsR1NWMys4UXVqTTBRUT09>

Meeting ID: 874 1547 1991

Passcode: 318107

One tap mobile

+13126266799,,87415471991# US (Chicago)

+16469313860,,87415471991# US

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 874 1547 1991

Find your local number: <https://bloomington.zoom.us/j/87415471991>

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.



MEMO FROM COUNCIL OFFICE ON:

Resolution 22-14 – To Approve an Amendment to the 2019 Revised Cooperation Agreement Between the City of Bloomington (“City”) and the Bloomington Housing Authority (“BHA”) for Provision and Operation of Low Income Housing Units and Associated Payment in Lieu of Taxes by BHA in Exchange for City Services

Synopsis

The Bloomington Housing Authority is requesting the Council’s approval of an amendment to the 2019 Revised Cooperation Agreement between the City of Bloomington and the Bloomington Housing Authority (“BHA”). The revision is required to eliminate an outdated section, Section 10, of the Cooperation Agreement.

Relevant Materials

- Resolution 22-14
 - Exhibit A – 1961 Cooperation Agreement
 - Exhibit B – 2019 Revised Cooperation Agreement
 - Exhibit C – Proposed Amendment to 2019 Cooperation Agreement
- Staff Memo from Larry Allen, Assistant City Attorney

Summary

Resolution 22-14 approves of an amendment to the current cooperation agreement between the City of Bloomington and the Bloomington Housing Authority (“BHA”) and authorizes the city’s Corporation Counsel to sign the amended agreement.

This proposal follows action the city took in 2019 through [Resolution 19-08](#) to amend the cooperation agreement between the city and BHA, which the parties originally entered into in 1961. The 2019 revision to the cooperation agreement reflected a change to the ownership structure of BHA after it sought and received approval for the Housing and Urban Development’s (HUD) Rental Assistance Demonstration (RAD) program. This resolution request comes from BHA after HUD raised concerns about Section 10 of the cooperation agreement conflicting with the various agreements BHA and its RAD partnership were required to enter into after the RAD conversion.

The staff memo included herein provides more detail about Section 10 of the cooperation agreement and recommends that the section be removed. City legal staff has indicated that this change should have no fiscal impact to the city and should not impact any residents of BHA housing.

Contact

Larry Allen, Assistant City Attorney, allenl@bloomington.in.gov, 812-349-3426

RESOLUTION 22-14

TO APPROVE AN AMENDMENT TO THE 2019 REVISED COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON (“CITY”) AND THE BLOOMINGTON HOUSING AUTHORITY (“BHA”) FOR PROVISION AND OPERATION OF LOW INCOME HOUSING UNITS AND ASSOCIATED PAYMENT IN LIEU OF TAXES BY BHA IN EXCHANGE FOR CITY SERVICES

WHEREAS, the City of Bloomington (“City”) and the Bloomington Housing Authority (“BHA”) entered into a Cooperation Agreement on May 2, 1961, a copy of which is attached as Exhibit A; and

WHEREAS, on June 12, 2019, in Resolution 19-08, the Common Council approved a Revised Cooperation Agreement, a copy of which is attached as Exhibit B, which changed the structure of the Cooperation Agreement to reflect a new ownership structure and update outdated provisions in the original Cooperation Agreement; and

WHEREAS, the Revised Cooperation Agreement enabled BHA to take advantage of the Department of Housing and Urban Development's (“HUD”) Rental Assistance Demonstration (“RAD”) program and convert units to the Section 8 project-based funding platform and thereby secure predictable funding through housing assistance payments, loans and tax credits that will fund necessary repairs and renovations; and

WHEREAS, the BHA was approved for participation in the RAD program by HUD on November 16, 2018; and

WHEREAS, participating in the RAD program allows the BHA to retain ownership of the land on which its units are located, but requires the BHA to transfer ownership of the repairs and improvements it will make to its housing inventory (the “Project”) to an associated RAD Limited Partnership (“the Partnership”) to finance the Project’s renovations; and

WHEREAS, as part of the RAD program, BHA and the Partnership are required to execute a HUD-approved subordination agreement; and

WHEREAS, BHA and its HUD coordinator requested that Section 10 of the 2019 Revised Cooperation Agreement, be removed from the agreement, as it is now surplusage, in order to assure HUD that BHA is in full compliance with HUD’s requirements and the HUD-approved subordination agreement; and

WHEREAS, the City and BHA have brought forward an Amendment, a copy of which is attached as Exhibit C, which deletes Section 10 from the 2019 Revised Cooperation Agreement;

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

The Common Council of the City of Bloomington hereby approves the attached amendment to the 2019 Revised Cooperation Agreement, which will remove Section 10 from the agreement, and authorizes Corporation Counsel Beth Cate to execute the amendment to the 2019 Revised Cooperation Agreement.

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

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

Nicole Bolden, Clerk

SIGNED AND APPROVED by me this _____ day of _____, 2022.

SYNOPSIS

The Bloomington Housing Authority is requesting the Council's approval of an amendment to the 2019 Revised Cooperation Agreement between the City of Bloomington and the Bloomington Housing Authority ("BHA"). The revision is required to eliminate an outdated section, Section 10, of the Cooperation Agreement.

COOPERATION AGREEMENT

This Agreement entered into this 2nd day of May, 1961, 1961, by and between The Housing Authority of the City of Bloomington, Indiana (herein called the "Local Authority") and the City of Bloomington, Indiana (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Projects comprising approximately 200 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Indiana, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the Public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made at the time when real property taxes on such Project would be paid if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during the 12 months period ending December 31, before such payment is made or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement; of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, in so far as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects.

If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

10. In addition to the payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA;

(1) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;

(2) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1(a) of this Section 10: Provided, That the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contributions to such Project:

(3) The Municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this Section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

City of Bloomington, Indiana

(SEAL)

By

Thor J. Lemon

Mayor

Attest:

Mary Alice Dunlap
City Clerk

The Housing Authority of the
City of Bloomington, Indiana

(SEAL)

By

Benjamin L. Lusk
Chairman

Attest:

Carl M. Hutteman
Secretary (Treasurer)

2019 COOPERATION AGREEMENT

This Agreement ("the 2019 Cooperation Agreement") entered into on June 20, 2019, by and between the Housing Authority of the City of Bloomington, Indiana, and its associated Rental Assistance Demonstration (RAD) Limited Partnership (collectively, the "Local Authority"); and the City of Bloomington, Indiana ("the Municipality"), witnesseth:

Recitals:

WHEREAS, the Municipality and the Local Authority entered into a Cooperation Agreement on May 2, 1961 ("the 1961 Cooperation Agreement"), a copy of which is attached as Exhibit A; and

WHEREAS, the Local Authority shall maintain ownership of the land ("the Land") on which any low-income housing Project ("the Project") shall be renovated; and

WHEREAS, the Local Authority will transfer ownership of the Project, which is undergoing renovations pursuant to the Department of Housing and Urban Development's (HUD's) Rental Assistance Demonstration (RAD) program, Consolidated and Further Continuing Appropriations Act, 2012 (P.L. 112-552 as amended by P.L. 113-76, P.L. 113-235, P.L. 114-113, P.L. 115-31, and P.L. 115-141), to its associated RAD Limited Partnership ("the Partnership") to finance the Project's renovations. The RAD Limited Partnership shall be comprised of two (2) general partners and one (1) limited partner. The general partners shall be (1) Summit Hill Community Development Corporation (SHCDC), a non-profit organization wholly owned and controlled by the Local Authority; and (2) a development company. The limited partner shall be a low-income housing tax credit (LIHTC) investor (the "LIHTC investor"). However, as soon as the Local Authority's contract with the development company expires or terminates, the development company's interest in the Project will be transferred to the Local Authority and SHCDC. Additionally, once the tax credit investor receives all agreed upon low-income housing tax credits (LIHTCs) in relation to the Project, the tax credit investor's interest in the Project will be transferred to the Local Authority and SHCDC; and

WHEREAS, the Local Authority will lease the Land to its associated RAD Limited Partnership for One Dollar (\$1) a year for ninety-nine (99) years. Upon the lease's termination, the Partnership will dissolve, and the Project will be owned by the Local Authority and SHCDC; and

WHEREAS, the Local Authority seeks to enter into a payment in lieu of taxes (PILOT) Agreement to establish general stability and predictability for its real property tax exposure; and

WHEREAS, the Local Authority and Municipality collectively agree to enter into the 2019 Cooperation Agreement, which includes a comprehensive PILOT provision in Section 4; and

WHEREAS, the Local Authority's associated RAD Limited Partnership will honor the RAD Use Agreement ("RAD Use Agreement"), which is between the Local Authority's associated RAD Limited Partnership and HUD and is attached as Exhibit B; and

WHEREAS, the Local Authority intends to renovate the Project to better serve low-income residents in the State of Indiana ("the Goal"), and its associated RAD Limited Partnership will assist the Local Authority with achieving the Goal through the Partnership's capability to take out loans with private and public entities to finance the Project.

Now, therefore, in consideration of the above premises, which are incorporated as part of the 2019 Cooperation Agreement, and of the mutual covenants hereinafter set forth, the parties do agree as follows:

1. **Recitals:** The recitals set forth above shall be deemed part of the 2019 Cooperation Agreement.
2. **Definitions:**
 - a. The term "Local Authority" shall mean the Local Authority and its associated RAD Limited Partnership, the latter of which is needed to finance the renovations of the Project; the RAD Limited Partnership shall be comprised of two (2) general partners and one (1) limited partner. The general partners shall be (1) Summit Hill Community Development Corporation (SHCDC), a non-profit organization wholly owned and controlled by the Local Authority; and (2) a development company. The limited partner shall be a low-income housing tax credit (LIHTC) investor (the "LIHTC investor").
 - b. The term "Municipality" shall mean the City of Bloomington, Indiana.
 - c. The term "Project" shall mean any low-rent housing hereafter renovated as an entity by the Local Authority with financial assistance of the Public Housing Administration (the "PHA") or other entities; excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority, the PHA or its predecessor agencies, or other entities prior to the date of this Agreement.
 - d. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
 - e. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.
3. **Project Financing and Administration:** The Local Authority shall endeavor (a) to secure a contract or contracts with the PHA or other entities for loans covering one or more Projects comprising approximately 312 units of low-rent housing; and (b) to renovate and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.
4. **Personal and Real Property Tax Exemption and Payments in Lieu of Taxes (PILOT):** Under the constitution and statutes of the State of Indiana, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as (i) such Project is owned by a public body or governmental agency or the Local Authority's associated RAD Limited Partnership and is used for low-rent housing purposes; or (ii) any contract between the Local Authority and PHA or between the Local Authority's associated RAD Limited Partnership and other entities for loans or annual contributions, or both in connection with such Project remains in force and effect;

or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (“Payments in Lieu of Taxes” or “PILOT Payments”) in lieu of such taxes and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

- a. In light of the Municipality’s extended record of forgoing its right to request and receive PILOT payments from the Local Authority under the 1961 Cooperation Agreement, the Municipality agrees that the Local Authority and its associated RAD Limited Partnership shall pay a PILOT payment of Zero (\$0) Dollars under the 2019 Cooperation Agreement for a period of forty (40) years. After the forty- year period, and unless the PILOT Payments are further waived at that time, the Local Authority and its RAD Limited Partnership shall make PILOT payments in the amount of (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during the 12-month period ending on September 30th, before such payment is made; or (ii) the amount permitted to be paid by applicable federal, state, local, or common law or federal regulation in effect on the date such payment is made, whichever amount is the lower.
- b. Each such annual Payment in Lieu of Taxes shall be made at the time when real property taxes on such Project would be paid if it were subject to taxation.
- c. The Municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; Provided, however, That no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.
- d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

5. **Cooperation between Municipality and Local Authority for Project:** During the period commencing with the date of the renovation of any Project and continuing so long as (i) such Project is owned by a public body or governmental agency or the Local Authority’s associated RAD Limited Partnership and is used for low-rent housing purposes; or (ii) any contract between the Local Authority and the PHA or between the Local Authority’s RAD Limited Partnership and other entities for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as

are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

- b. In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the renovation, and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the renovation, and protection of such Project and the surrounding territory;
- c. Accept grants of easements necessary and reasonable for the renovation of such Project; and
- d. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the renovation, and administration of such Project.
- e. In respect to any Project, the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:
 - i. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;
 - ii. It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - iii. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

6. **Failure or Refusal to Cooperate by Municipality:** If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

7. **Entire Agreement:** No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement. The 2019 Cooperation Agreement contains the entire agreement and understanding between the parties concerning the matters described herein and supersedes all prior agreements, discussions, negotiations, understandings and proposals of

the parties. The terms of the 2019 Cooperation Agreement cannot be changed except in a subsequent written document signed by the parties.

- 8. Modifications of Agreement; Successor Owners of Projects:** So long as any contract between the Local Authority and the PHA or between the Local Authority's associated RAD Limited Partnership and other entities for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or its associated RAD Limited Partnership or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development, renovation, or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, or other RAD partnership, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA, or other RAD partnership.
- 9. Demolitions and Dispositions:** The Municipality agrees that any demolition, condemnation, effective closing, compulsory repair or improvement, or disposition of any dwelling units situated in the locality or metropolitan area in which such Project is located has or will follow and comply with the RAD Use Agreement and all laws regarding the demolition and disposition of dwelling units as established by any federal, state, local, or common law or federal regulation, including but not limited to Section 18 of the Housing Act of 1937 (as amended) and 24 C.F.R. Part 970.
- 10. Annual Contributions:** In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA;

 - a. After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
 - b. If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be

paid to the PHA and local public bodies as provided in clause (a) of this Section 10; Provided, That the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project.

- c. The Municipality shall distribute the payments made to it pursuant to clauses (a) and (b) of this Section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project.

11. Severability: In the event that any provision of the 2019 Cooperation Agreement is found by any court or tribunal of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

12. Notices: All notices, requests, demands, and other communications required or permitted under the 2019 Cooperation Agreement will be in writing and will be deemed to have been duly given when delivered by hand or received by certified or registered mail, return receipt requested, with postage prepaid to the parties as follows:

Local Authority: Bloomington Housing Authority
 Attn: Executive Director
 1007 N. Summit Street
 Bloomington, IN 47404

Municipality: Office of the Mayor and City Council of Bloomington
 401 N Morton St, Suites 210 and 110
 Bloomington IN 47404

Copy to: City Legal Department
 401 N Morton St, Suite 220
 Bloomington IN 47404

13. Counterparts: The 2019 Cooperation Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties agree that the 2019 Cooperation Agreement may be transmitted between them by electronic mail, facsimile transmission, or other electronic means. The Parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested by either Party.

14. Headings: Headings in the 2019 Cooperation Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

City of Bloomington, Indiana

(SEAL)

By: *Ja Hill*
Mayor

Attest:

[Signature]
City Clerk

The Housing Authority of the City of Bloomington, Indiana

(SEAL)

By: *William Hays*
Chairperson June 20, 2019

Attest:

Amber L. Keohy
Secretary (Treasurer)

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Phillipa M. Guthrie*
DATE: 6-17-19

CITY OF BLOOMINGTON
Controller

Reviewed by: *[Signature]*
DATE: 6/17/19
FUND/ACCT: N/A

**AMENDMENT TO
2019 COOPERATION AGREEMENT**

THIS AMENDMENT TO THE 2019 COOPERATION AGREEMENT (“Amendment”), is entered into on the ____ day of May, 2022 by and between the City of Bloomington, Indiana (the "Municipality") and the Housing Authority of the City of Bloomington, Indiana, and its associated Rental Assistance Demonstration (RAD) Limited Partnership (collectively the "Local Authority").

WHEREAS the Municipality and the Local Authority entered into a 2019 Cooperation Agreement on June 20, 2019 (the “2019 Cooperation Agreement”); and

WHEREAS, the Local Authority has begun the process of converting some of its properties through the Department of Housing and Urban Development’s (HUD’s) Rental Assistance Demonstration (RAD) program limited partnerships; and

WHEREAS, the parties desire to execute this amendment to the 2019 Cooperation Agreement to ensure compliance with all HUD program guidelines and necessary financing options for the RAD limited partnership(s);

NOW, THEREFORE, the parties agree as follows:

1. To delete Section 10 of the 2019 Cooperation Agreement in its entirety and replace it with the following:

10. Intentionally Omitted.

2. All other terms of the Agreement shall remain in full force and effect. Any other modification to said Agreement shall be in writing.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth above.

CITY OF BLOOMINGTON, INDIANA

Beth Cate, Corporation Counsel

THE HOUSING AUTHORITY OF THE CITY OF BLOOMINGTON, INDIANA

William Hosea, Chair



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: Members of the Common Council of the City of Bloomington
FROM: Larry Allen, Assistant City Attorney
CC: Stephen Lucas, Council Attorney
DATE: July 20, 2022
RE: **Resolution 22-14 – Amendment to 2019 Cooperation Agreement with Bloomington Housing Authority**

Executive Summary: This amendment to the 2019 Revised Cooperation Agreement between the City of Bloomington and the Bloomington Housing Authority (BHA) eliminates an unnecessary provision of the cooperation agreement, Section 10, to ensure that BHA can comply with all of the federal requirements for Section 8 housing and its ongoing RAD conversions. The removal of Section 10 will not affect the City’s interest in either the payment in lieu of taxes or other funding agreements with BHA, as the City typically incorporates similar provisions in each new funding agreement.

Background:

In 1961, the City of Bloomington entered into a cooperation agreement. The Agreement provided that the City would not assess taxes on BHA, but BHA would be required to make annual payments in lieu of taxes (“PILOT”). The City has waived these PILOTs for BHA virtually every year. In 2019, the City revised and updated the cooperation agreement to reflect and support BHA’s conversion of its properties through the Rental Assistance Demonstration (“RAD”) program.

The RAD program is an optional program of the Department of Housing and Urban Development (“HUD”) that enables public housing agencies like BHA to secure previously unavailable and more stable funding streams for repairs and renovations to their properties. The RAD Program also permits a housing authority to convert its units to the Section 8 program funding platform, and Section 8 thereafter provides a public housing agency with a predictable stream of revenue that lenders can rely on to make loans to the authority for repairs and improvements. Prior to entering the program, BHA had significant unfunded needs of around \$10 million for repair and upgrade of its housing units, and therefore the BHA applied to participate in the RAD program. HUD approved the BHA’s participation on November 16, 2018. Since 2018, the Common Council has supported RAD conversions for Reverend Butler Apartments, Walnut Woods Apartments, and Crestmont Community.

Amendment and Removal of Section 10

As part of the RAD conversion, HUD requires BHA and its established RAD partnership to enter into a regulatory agreement, restrictive covenants, and subordination agreement. As part of these requirements, HUD and BHA raised concerns that Section 10 of the 2019 Revised Cooperation Agreement may conflict with the subordination and regulatory agreements. Section 10 was included with the original 1961 Cooperation Agreement and was not changed or modified by the Revised Cooperation Agreement.

Section 10 provided that in the event that BHA ever made a profit on its properties or sold the properties at a market rate, resulting in excess proceeds from the sale, the City could be repaid for any initial infrastructure investments it made for the construction and development of BHA's properties. The full text of the Section is as follows:

10. Annual Contributions: In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA,¹
 - a. After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
 - b. If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause (a) of this Section 10: Provided, That the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project:
 - c. The Municipality shall distribute the payments made to it pursuant to clauses (a) and (b) of this Section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project.

As far as can be determined, Section 10 has never been invoked. Upon review of funding and investments from the City into the BHA properties, City staff determined that there were no outstanding obligations to which Section 10 would apply. Additionally, Section 10 is unnecessary because City contributions to BHA are covered by individual funding agreements, and any contribution from HUD is covered by its own agreements. As a result, Staff, in consultation with BHA, recommends removal of Section 10 from the Revised Cooperation Agreement through an amendment to the agreement.

Thank you for your consideration, and we request your approval of the attached amendment to the Revised Cooperation Agreement.

¹ As used in the Agreement, "Local Authority" means the BHA, and "PHA" means the Public Housing Administration, which was the predecessor to HUD that existed from 1947 until 1965.



**MEMO FROM COUNCIL OFFICE ON:
(Updated June 10, 2022)**

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)

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
- (previously distributed in a Packet Addendum) Presentation slides used by Administration to detail suggested requests to be made of Petitioner

Summary

Ordinance 22-15 proposes to vacate a 12-foot wide alley segment that bifurcates 400 W. 7th 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, (812) 349-3566

Eric Greulich, Senior Zoning Planner, Planning and Transportation, 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 8th 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 1st, 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; thence 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. 8th Street.

Note: This ordinance was revised after distribution in the Legislative Packet but before introduction at the May 18, 2022 Regular Session. The revision corrected the legal description of the property in question.



Planning & Transportation

Peerless Development Right- of-Way Vacation

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

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 13th 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. 3rd 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. 7th 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. 7th St. That Owner entity is as follows:

400 W 7th 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

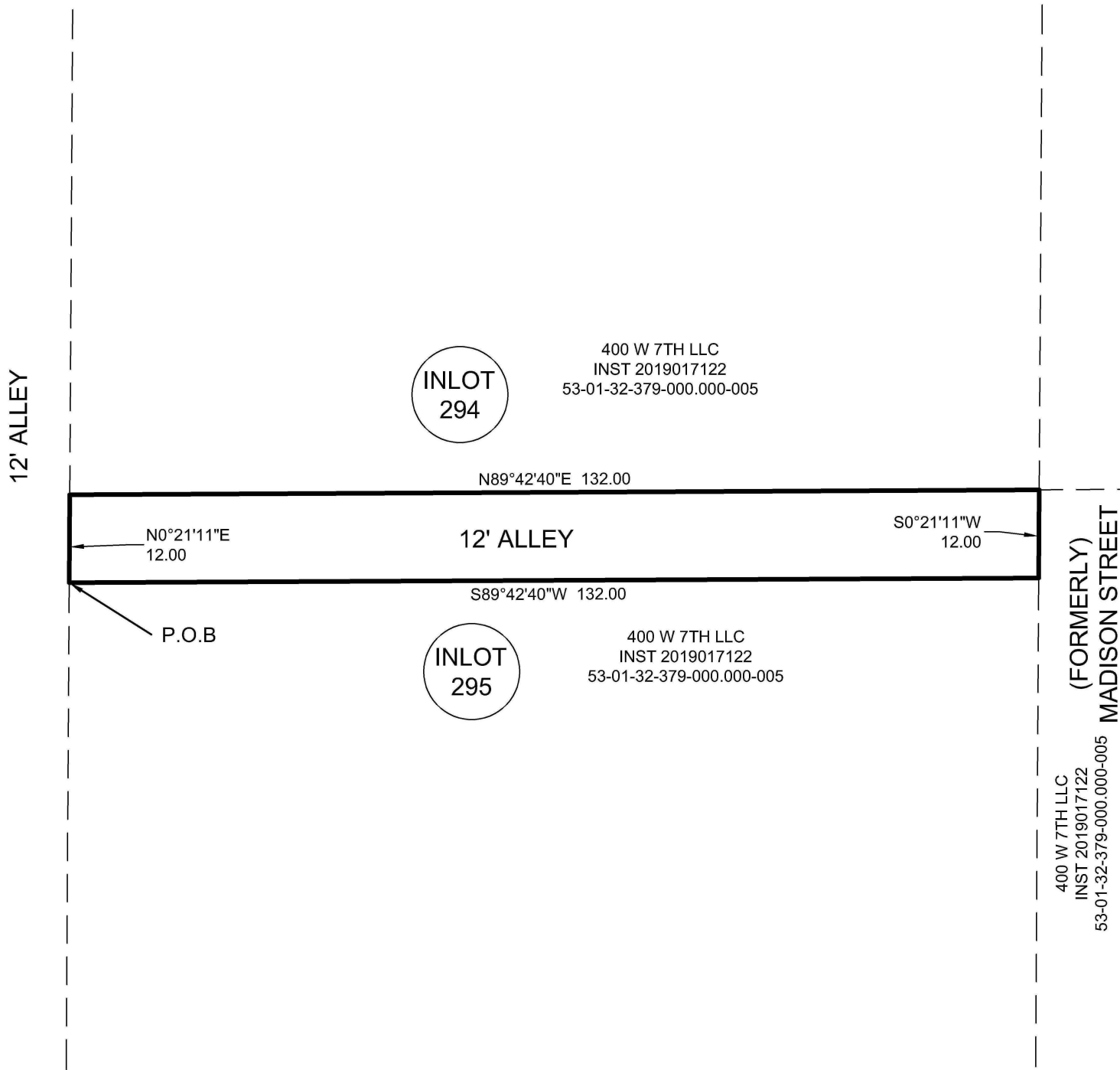
EXHIBIT 'A'

12' ALLEY

LEGAL DESCRIPTION

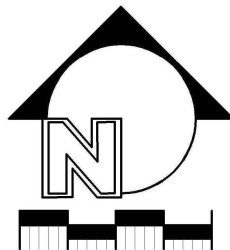
BEING A PART OF A 12 FOOT PUBLIC ALLEY IN THE ORIGINAL PLAT OF THE TOWN OF BLOOMINGTON, AS SHOWN IN THE PLAT THEREOF, RECORDED IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

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; THENCE 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.



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.



037

SCALE: 1"=20'



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



SCALE : 1" = 20'

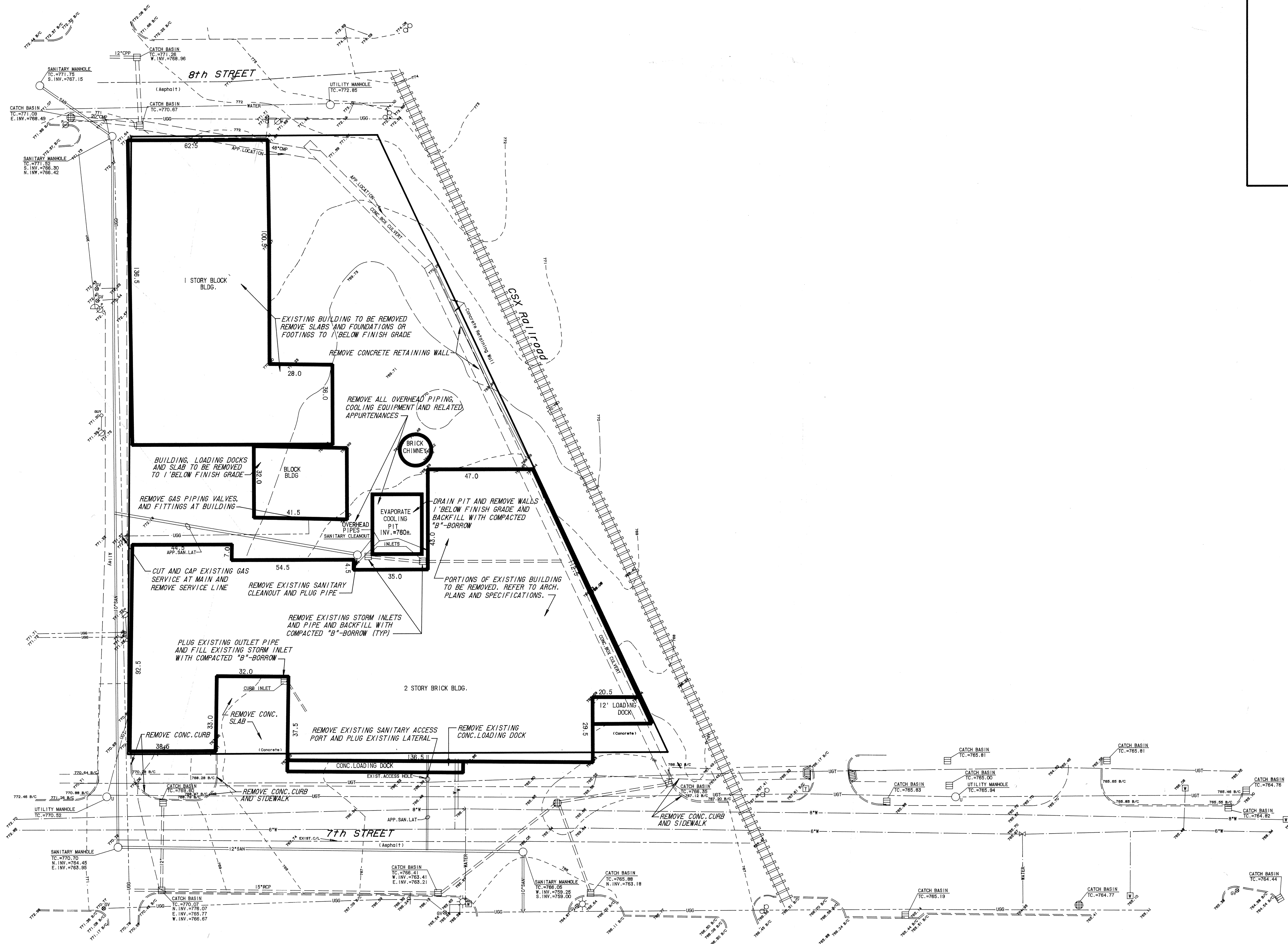
BENCHMARK
TBM= TOP OF CASTING OF SANITARY MANHOLE
IN C/L OF 7th STREET AT INTERSECTION
OF 7th STREET AND ALLEY. ELEV.=770.70

LEGEND

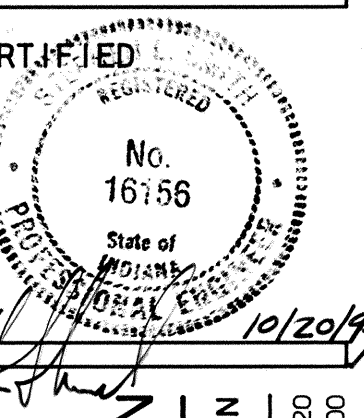
- Contour Line
- Concrete Curb
- ⊙ Light Pole
- ⊙ Ornamental Light
- ⊙ Catch Basin
- ⊙ Fire Hydrant
- ⊙ Water Meter
- ⊙ Water Valve
- ⊙ Parking Meter
- Large Info Sign
- Street Sign
- ⊙ Gas Meter
- ⊙ Gas Valve
- ⊙ Railroad Crossing Sign
- ⊙ Power Pole
- ⊙ Guy Anchor
- ⊙ Telephone Riser

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
3876 NORTH STATE ROAD 37, POST OFFICE BOX 3435, INDIANAPOLIS, INDIANA 46205, 317/946-0000
8276 ALLIUM POINT DRIVE, POST OFFICE BOX 56291, INDIANAPOLIS, INDIANA 46250, 317/946-0000

REVISIONS
1. REVISIONS FROM ALTERNATE NUMBER 2
12/21/93 SAB
01/05/94

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

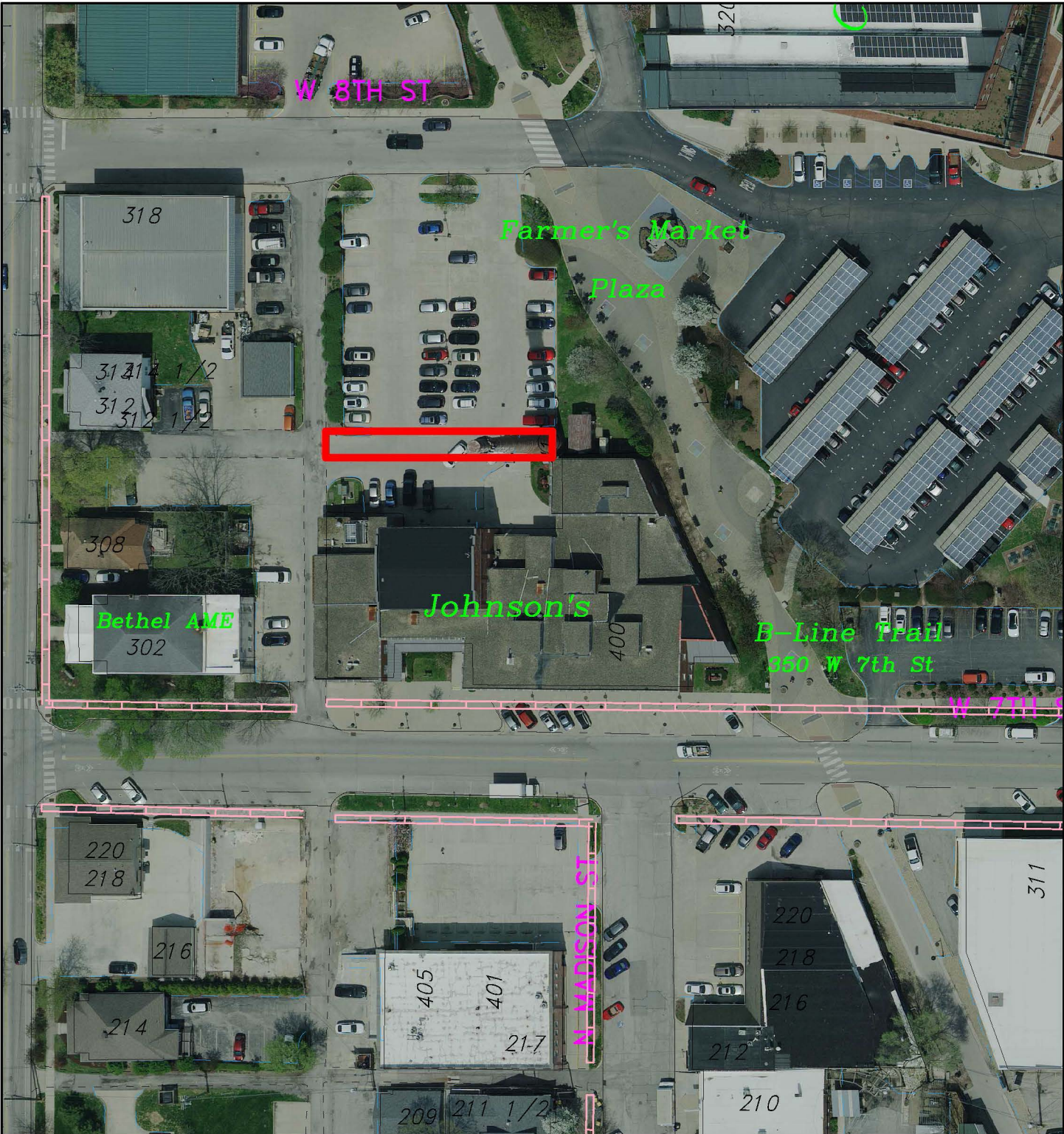
PROJECT NO. **93068**
DATE: 10/25/93
drawn by: JAH
checked by: SAB

C-100
DEMOLITION PLAN

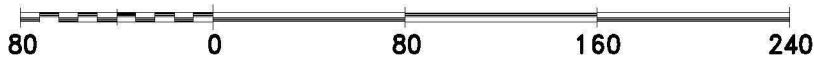






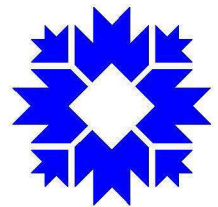


By: lucass
11 May 22



For reference only; map information NOT warranted.

City of Bloomington
Council Office



Scale: 1" = 80'





Peerless ROW Vacation Petition

Beth Cate
Corporation Counsel

May 25, 2022

The Administration recommends that Council obtain the following for the ROW vacation:

- \$250,000-\$300,000 to fund and maintain public art celebrating the historic Johnson Creamery district and stack
- Easement to allow installation
- Donation of bricks

Mechanism

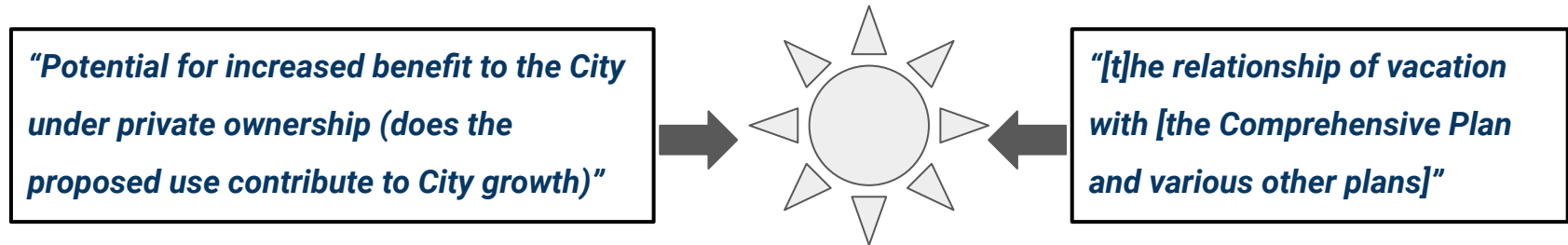
- Peerless and City draft agreement – donations and easement in exchange for ROW vacation
- Council ordinance approves agreement and approves vacation of right of way effective upon execution of agreement
- Peerless and City execute agreement and easement documentation
- Copy of ordinance, agreement, and easement documentation with County Recorder and County Auditor
- Peerless gets ROW with clear title because condition is met that same day and reflected in documentation with Recorder

Warranted

- ROW provides substantial commercial benefit to Peerless
 - \$10M project, >\$800,000 annual rent (conservative)
- Building 9' into 12' ROW heightens public concerns about integrating new building with historic structures
- Creamery and smokestack are iconic – deserve world-class project
- Amount in line with other recent art projects (Graduate Hotel \$400-\$500K)
- Amount reasonable per Peerless rents – not quite $\frac{1}{3}$ of one year's rent
 - Plus – Peerless income from Creamery tenants and AT&T
- Fixed, definite commitment – not open-ended

Permissible

- Like all Council decisions, must be done in the public interest
- State code places decision within Council discretion
- Council guidelines reflect concern with public benefit, e.g.:



2018 Comprehensive Plan goals and policies

- Goal 2.1 Public Space for Culture
 - *Policy 2.1.2*
 - *Policy 2.1.3*
 - *Policy 2.1.4*
- Goal 2.2 Preservation
 - *Policy 2.2.1*
- Program suggestion: incorporate works of public art in high-traffic areas
- Outcomes and Indicators: historic and culturally significant places are preserved and celebrated

THANK YOU.

Questions?



MEMO FROM COUNCIL OFFICE ON:

Ordinance 22-20 - To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic"

Synopsis

This Ordinance amends Title 15, "Vehicles and Traffic," of the Bloomington Municipal Code and comes forth at the request of City staff, the Parking Commission, the Traffic Commission, and the Bicycle and Pedestrian Safety Commission. The ordinance makes the following changes:

- Removes three signalized intersections and adds three signalized intersections.
- Deletes BMC 15.20.010, "Restricted turn intersections."
- Changes speed limits at four locations.
- Provides for back-in parking on the west side of Lincoln Street between Smith and Third, and provides for pull-in parking on the west side of S. Morton Street from W. Patterson Drive and Grimes Lane to 190' north of W. Patterson Drive and Grimes Lane.
- Allows the City to prohibit parking in City parking lots in anticipation of snow emergencies or lot maintenance and repair.
- Removes no parking spaces on Morton Street and S. Rogers Street, and adds no parking spaces on Lincoln Street and N. Park Avenue.
- Adds two loading zones on E. 4th Street.
- Alters the boundaries of the Garden Hill Residential Neighborhood Permit Parking Zone.
- Adds additional pay-by-phone parking on N. Walnut Grove, E. 13th Street, and S. Rogers Street, and adds the Trades District Garage to the list of municipal parking lots and garages.
- Adds an administrative fee for towing vehicles of \$25.00.

Relevant Materials

- [Ordinance 22-20](#)
- Memo from staff (including maps of affected locations)

Summary

[Ordinance 22-20](#) proposes to amend various sections of Title 15 ("Vehicles and Traffic") of the Bloomington Municipal Code ("BMC"), accessible online here:

https://library.municode.com/in/bloomington/codes/code_of_ordinances?nodeId=TIT15_VETR. BMC Title 15 contains codified traffic and parking controls for the city and is subject to frequent change and revision. [Ordinance 22-20](#) represents the first Title 15 ordinance proposed in 2022. As the staff memo notes, the proposed changes are a result of public requests, feedback through commissions' recommendations, or proposals stemming from temporary 180-day orders. The Council Office has requested a statement from city staff describing any anticipated fiscal impact from the proposed changes and will supplement these materials with any response.

Contact

Amir Farshchi, Long Range Planner, 812-349-3423, farshchs@bloomington.in.gov (questions sent to Amir may be directed to other staff members as needed)

ORDINANCE 22-20

**TO AMEND TITLE 15 OF THE BLOOMINGTON MUNICIPAL CODE
ENTITLED "VEHICLES AND TRAFFIC"**

- **Re: Amending Section 15.12.030 to remove three signalized intersections and add three signalized intersections; Section 15.20.010 by deleting the reference to restricted turn intersections; Section 15.24.020 by changing speed limits at four locations; Section 15.32.030 to change parking on Lincoln Street between Smith and Third to back-in angle parking and to add pull-in parking on S. Morton Street from W. Patterson Drive and Grimes Lane to 190' north of W. Patterson Drive and Grimes Lane; Section 15.32.050 to allow for prohibiting parking in municipal parking lots to respond to weather and maintenance issues; Section 15.32.080, to remove no parking spaces on S. Morton Street and S. Rogers Street and to add no parking spaces on Lincoln Street and N. Park Avenue; Section 15.32.100 to add two loading zones on E. 4th Street; Section 15.37.020, to change the boundaries of the Garden Hill Residential Neighborhood Permit Parking Zone; Section 15.040.010, to add paid parking spaces and the Trades District Garage; and Section 15.48.020 to add an administrative towing fee when vehicles are towed for reserved parking or outstanding citation violations.**

WHEREAS, the Traffic Commission, Parking Commission, Bicycle and Pedestrian Safety Commission, and City staff from the Planning and Transportation, Engineering, Parking Enforcement, and Legal departments recommend certain changes be made in Title 15 of the Bloomington Municipal Code entitled "Vehicles and Traffic,"

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

SECTION 1. Section 15.12.030 entitled "Signalized intersections," shall be amended by deleting and adding the following to Schedule D(1).

Delete:

CROSS STREET	CROSS STREET
Bloomfield Road	Basswood Drive
Leonard Springs	Tapp Road
Third Street	Franklin Road

Add:

CROSS STREET	CROSS STREET
Eleventh Street	Walnut Street
Fourteenth Street	Walnut Street
Tapp Road	Deborah Drive

SECTION 2. Section 15.20.010, entitled “Restricted turn intersections,” shall be deleted in its entirety.

SECTION 3. Section 15.24.020, entitled “Increased or decreased speed limits,” shall be amended by deleting and adding the following:

Delete:

Street	From	To	Posted Speed
Henderson Street	First Street	Atwater Avenue	30 MPH
Indiana Avenue	Atwater Avenue	Seventeenth Street	30 MPH
Madison Street	Eleventh Street	Seventeenth Street	30 MPH
Rogers Street	Country Club Drive	Eleventh Street	30 MPH

Add:

Street	From	To	Posted Speed
Rogers Street	Country Club Drive	Patterson Drive	30 MPH

SECTION 4. Section 15.32.030, entitled “Angle parking,” shall be amended by deleting and adding the following from Schedule L.

Delete:

Street	From	To	Side of Street	Angle Type
Lincoln Street	Smith Avenue	130' South of Third Street	West	Pull In

Add:

Street	From	To	Side of Street	Angle Type
Lincoln Street	Smith Avenue	Third Street	West	Back In
Morton Street	Patterson Drive and Grimes Lane	190' North of Patterson Drive and Grimes Lane	West	Pull In

SECTION 5. Section 15.32.050 (b) and (c), entitled “Parking during snow removal, street repair and street cleaning,” shall be amended by adding the term “municipal parking lots” to each reference to streets so that it reads as follows:

(b) In the event weather conditions or the condition of city streets or municipal parking lots make it necessary for parking on city streets or municipal parking lots to be prohibited or restricted for snow plowing, snow removal, street repair, street cleaning, municipal parking lot cleaning or repair, or other related purposes, the coordinator of public works shall implement a parking prohibition on parts or all of streets or municipal parking lots as deemed necessary. It shall be unlawful to park or allow to remain parked any vehicle on any street or municipal parking lot to which the prohibition applies during the hours of the prohibition when signs have been properly posted.

(c) The parking prohibition shall not go into effect until twelve hours after signs have been posted stating the hours in which the prohibition will be in effect. Such signs shall be posted at regular intervals along the streets and in the municipal parking lots on which parking shall be prohibited so that they are clearly visible along the street and in the municipal parking lot. The parking prohibition shall terminate at the time stated on the signs, or upon their removal by authorized persons if no time is specified.

SECTION 6. Section 15.32.080, entitled “No Parking Zones,” shall be amended by deleting and adding the following to Schedule M:

Delete:

Street	From	To	Side of Street	Time of Restriction
Morton Street	Grimes Lane	Dodds Street	East/West	Any Time
Rogers Street	Fourth Street	Kirkwood Avenue	East	Any Time
Rogers Street	Third Street	Tenth Street	East	Any Time

Add:

Street	From	To	Side of Street	Time of Restriction
Lincoln Street	Smith Avenue	140' south of Third Street	East	Any Time
Morton Street	Patterson Drive and Grimes Lane	Dodds Street	East	Any Time
Morton Street	190' North of Patterson Drive and Grimes Lane	Dodds Street	West	Any Time
Park Avenue	Thirteenth Street	Fourteenth Street	East/West	Any Time
Rogers Street	Fourth Street	Tenth Street	East	Any Time
Rogers Street	Third Street	150' North of Third Street	East	Any Time

SECTION 7. Section 15.32.100, entitled “Loading Zones,” shall be amended by adding the following to Schedule O:

Add:

LOADING ZONES	
200	Block of Fourth Street on the north side, two spaces

SECTION 8. Section 15.37.020, entitled “Applicability, Garden Hill Residential Neighborhood Zone (Zone 6),” shall be amended by deleting and adding the following:

Delete:

Street	From	To	Side of Street
East 13th	North Dunn	North Woodlawn	North/South
East 14th	North Walnut	North Woodlawn	North/South
East 15th	North Walnut	North Indiana	North/South
East 16th	North Walnut	North Dunn	North/South
East 17th	North Walnut	North Dunn	South
North Dunn	East 17th	East 13th	East/West
North Fess	East 17th	East 13th	East/West
North Grant	East 17th	East 15th	East/West
North Indiana	East 17th	East 13th	East/West
North Lincoln	East 17th	East 14th	East/West
North Washington	East 17th	East 14th	East/West

Add (bold type used to highlight the changes; the font will not be bolded in code):

Street	From	To	Side of Street
East 13th	North Dunn	North Fess	North/South
East 14th	North Walnut	North Fess	North/South
East 15th	North Walnut	North Indiana	North/South
East 16th	North Walnut	North Dunn	North/South
East 17th	North Walnut	North Fess	South
North Dunn	East 17th	East 13th	East/West
North Fess	East 17th	East 13th	East/West
North Grant	East 17th	East 15th	East/West
North Indiana	East 17th	East 13th	East/West
North Lincoln	East 17th	East 14th	East/West
North Walnut	East 17th	Indiana Railroad Company property	East
North Washington	East 17th	East 14th	East/West
Indiana Railroad Company property	North Walnut	North Dunn	North

SECTION 9. Section 15.40.010, entitled “Locations,” Schedule U, shall be amended by adding the following:

Add:

Block Face	Maximum Rate
700 E 13th	\$1.00
800 E 13th	\$1.00
200 S Rogers	\$1.00
1100 N Walnut Grove	\$1.00

(24) Lot 25: Trades District Garage, located at 489 W. 10th Street.

SECTION 10. Section 15.48.020, entitled “Renewal and impoundment procedure,” shall be amended by deleting the current 15.48.020(b)(1) and replacing it with the following:

(1) Payments of fees, including an administrative towing fee of \$25 to the City of Bloomington for towing of vehicles for reserved parking violations and outstanding citation violations.

SECTION 11. If any section, sentence or provision of this ordinance, or application thereof to any person or circumstances 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 12. This ordinance shall be in effect after its passage by the Common Council and approval of the Mayor, any required publication, and, as necessary, 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 amends Title 15, "Vehicles and Traffic," of the Bloomington Municipal Code and comes forth at the request of City staff, the Parking Commission, the Traffic Commission, and the Bicycle and Pedestrian Safety Commission. The ordinance makes the following changes:

- Removes three signalized intersections and adds three signalized intersections.
- Deletes BMC 15.20.010, "Restricted turn intersections."
- Changes speed limits at four locations.
- Provides for back-in parking on the west side of Lincoln Street between Smith and Third, and provides for pull-in parking on the west side of S. Morton Street from W. Patterson Drive and Grimes Lane to 190' north of W. Patterson Drive and Grimes Lane.
- Allows the City to prohibit parking in City parking lots in anticipation of snow emergencies or lot maintenance and repair.
- Removes no parking spaces on Morton Street and S. Rogers Street, and adds no parking spaces on Lincoln Street and N. Park Avenue.
- Adds two loading zones on E. 4th Street.
- Alters the boundaries of the Garden Hill Residential Neighborhood Permit Parking Zone.
- Adds additional pay-by-phone parking on N. Walnut Grove, E. 13th Street, and S. Rogers Street, and adds the Trades District Garage to the list of municipal parking lots and garages.
- Adds an administrative fee for towing vehicles of \$25.00.

To: Common Council
MEMO

Ordinance #: 22-20
Date: 07/08/22

From: Andrew Cibor, City Engineer; Raye Ann Cox, Parking Enforcement Manager; Patrick Dierkes, Project Engineer; Amir Farshchi, Long Range Planner; Neil Kopper, Senior Project Engineer; Barbara McKinney, Assistant City Attorney; Beth Rosenbarger, Assistant Director of Planning and Transportation; Michelle Wahl, Parking Services Director

Request: Title 15 Amendments

REPORT

The City staff from the Planning and Transportation, Engineering, Parking Services division of Public Works, and Legal departments have compiled a number of recommendations for changes to Title 15, the vehicle and traffic section of the Bloomington Municipal Code. Link to the current Title 15 of the Bloomington Municipal Code:

https://library.municode.com/in/bloomington/codes/code_of_ordinances?nodeId=TIT15VETR

The purpose of these recommendations is to address issues that have come to staff's attention through public requests, commissions' recommendations, or 180-day orders. The ordinance amending Title 15 and respective maps are included in the meeting packet. Each section of the ordinance was presented either to the Traffic Commission, Parking Commission, or Bicycle and Pedestrian Safety Commission. The Commissions voted to forward each section of the Title 15 ordinance with a positive recommendation to the Common Council.

The ordinance includes the following changes:

- Section 1 removes three signalized intersections and adds three signalized intersections.
Neil Kopper
 - Removing one signalized intersection at Bloomfield Road and Basswood Drive.
 - This signal was previously transferred to Indiana Department of Transportation (INDOT) maintenance to improve coordination with the interchange.
 - Removing one signalized intersection at Leonard Springs Road and Tapp Road.
 - This was a temporary signal during I-69 construction. It is no longer in place.
 - Removing one signalized intersection at 3rd Street and Franklin Road.
 - This signal was previously transferred to Indiana Department of Transportation (INDOT) maintenance to improve coordination with the interchange.
 - Adding two signalized intersections in Walnut Street at 11th Street and 14th Street.
 - These projects were prioritized to mitigate crash patterns and to enhance pedestrian crossings. Construction began in April of 2022 and is scheduled to be completed by July 29, 2022.
 - The case 22-03 for this item was presented to the Traffic Commission on March 23, 2022, the Commission voted to forward the Title 15 changes to the Common Council with a positive recommendation.
 - Adding one signalized intersection at Tapp Road and Deborah Drive.
 - This new traffic signal was funded by the Indiana Department of Transportation (INDOT) via past agreements associated with the I-69 project. Construction began in March of 2022 and is scheduled to be completed by June 29, 2022.
 - The case 22-05 for this item was presented to the Traffic Commission on March 23, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.
- Section 2 deletes BMC 15.20.010, "Restricted turn intersections." *Neil Kopper*
 - This section and schedule are blank, staff recommends removing this from the

code. If a turn is restricted at an intersection, the restriction is posted or the turn is not possible due to physical objects (medians, curbs, off-set, etc.).

- The case 22-04 for this item was presented to the Traffic Commission on March 23, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.
- Section 3 provides for changing speed limits at four locations. *Neil Kopper*
 - It changes the speed limit at four locations from 30 MPH to the default 25 MPH on Henderson Street (1st to Atwater), Indiana Avenue (Atwater to 17th), Madison Street (11th to 17th), and Rogers Street (Patterson to 11th).
 - A Traffic Commission member requested a review of the existing posted speed limits in the area.
 - The cases 22-06 and 22-07 for this item were presented to the Traffic Commission on May 25, 2022, and the Commission voted to forward the changes to the Council with a positive recommendation.
- Section 4 changes parking on S. Lincoln Street to back-in angle parking, adds pull-in parking on S. Morton Street.
 - Providing back-in angle parking on the west side of S. Lincoln Street between E. Smith Avenue and E. 3rd Street. *Beth Rosenbarger*
 - The street parking was changed in order to improve overall safety on the street and better align the street design with community goals as described in the Comprehensive Plan.
 - Summary of changes in this block:
 - There were 37 public parking spaces in this block before the changes. After the changes, there are 34 public parking spaces in this block. While this is a reduction in 3 parking spaces, the changes are focused on improving safety for all street users.
 - The sidewalk on the west side of the street, along Waldron Hill Buskirk Park is slightly wider.
 - Angled parking changes from back-out angled parking to back-in angled parking, also called head-out. To park, drivers back into the space, similar to parallel parking, but much simpler. When leaving, drivers have improved visibility as they pull out into traffic.
 - The car travel lane remains mostly the same although it may be wider.
 - For the portion of the block south of the Boys and Girls Club, there is no on street parking on the east side of the street. Near the intersection with 3rd Street, the on-street parallel parking will remain, and it will accommodate at least 4 vehicles. The bicycle lane on the east side of the street will include a buffer between the bicycle lane and motor vehicle traffic. These changes are to reduce the potential for conflicts. Parallel parking next to bicycle lanes poses hazards to bicyclists and drivers. Most commonly, a driver will open their car door into the bicycle lane (called dooring), which can harm or kill the person bicycling and which can harm the driver. Removing most of the parallel parking will reduce the risk of dooring in this block.
 - The sidewalk on the east side of the street remains the same.
 - The case 21-09 for this item was presented to the Traffic Commission on November 17, 2021, the Commission voted to forward the changes to the Council with a positive recommendation.
 - The 180-Day Order 21-03 for this case was issued on December 15, 2021.
 - Providing pull-in parking on the west side of S. Morton Street from W. Patterson Drive and W. Grimes Lane to 190' north of W. Patterson Drive and W. Grimes Lane. *Beth Rosenbarger*
 - The parking spaces are in front of the New Hope for Families site.
 - The area is currently codified as a No Parking Zone in Title 15. This update would allow pull-in angled parking in the designated areas.
- Section 5 allows the City to prohibit parking in City parking lots in anticipation of snow emergencies or lot maintenance and repair. *Michelle Wahl*

- The term “municipal parking lots” should be added to each reference to streets.
- Section 6 adds no parking spaces on Lincoln Street and N. Park Avenue; it changes no parking spaces on S. Morton Street and S. Rogers Street.
 - Removing no parking spaces on S. Morton Street: summary included in Section 4 for S. Morton Street. *Beth Rosenbarger*
 - Removing no parking spaces on S. Rogers Street: summary included in Section 9 for S. Rogers Street. *Patrick Dierkes*
 - Adding no parking spaces on Lincoln Street: summary included in Section 3. *Beth Rosenbarger*
 - Adding no parking spaces on both sides of N. Park Avenue between E. 13th Street and E. 14th Street. *Amir Farshchi*
 - The changes effectively codify what people practiced for years.
 - The area cannot support parking on any sides. This narrow area does not meet the minimum street width requirements and there is not enough width for drivers to park on the asphalt and maintain travel.
 - The Parking Resolution 22-03 for this case was presented to the Parking Commission on May 26, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.
- Section 7 adds two loading zones on 200 E. 4th Street. *Michelle Wahl and Raye Ann Cox*
 - Converting the two metered parking spaces into two 30 minute loading zones that will be 24/7.
 - The Staff at the First United Methodist Church requested two loading zones for drop-off of congregants with disabilities for church services and children for the SCCAP Head Start Program.
 - The Parking Resolution 22-04 for this case was presented to the Parking Commission on April 22, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.
- Section 8 alters the boundaries of the Garden Hill Residential Neighborhood Permit Parking Zone. *Amir Farshchi, Beth Rosenbarger*
 - The Parking Services, Planning and Transportation Department, and Parking Commission have received parking complaints and requests from the residents of the Garden Hill Neighborhood regarding resident and visitor permit eligibility for the Garden Hill Residential Neighborhood Parking Zone (Zone 6).
 - Based on the streets included in Zone 6, several properties that are part of the Garden Hill Neighborhood are excluded from being able to purchase neighborhood parking permits. Staff is recommending to update the description of the applicable streets in order to include those areas, to include the east side of Walnut Street and the south side of 17th Street.
 - Staff recommends that the boundaries of Zone 6 more closely align with the boundaries of the Garden Hill Neighborhood. The changes allow any eligible resident who lives in Zone 6 to receive residential and visitor permits for Zone 6. The requests for permits and enforcement will be more easily implemented by staff.
 - All residential neighborhood parking zones are in effect from 8:00 a.m. to 5:00 p.m. Monday through Friday. Zone 6 has additional hours, compared to all other neighborhood parking zones, which include from 8:00 a.m. Thursday until 8:00 a.m. Sunday (Bloomington Municipal Code, Section 15.37.030).
 - Current eligibility requirements are: Each resident of a single household detached dwelling in a neighborhood zone shall be entitled to apply for one residential neighborhood zone parking permit and one visitor permit per household. "Single household detached dwelling" means a building designed for the occupancy of no more than five adults unrelated by blood or marriage. No changes to eligibility are proposed at this time.
 - The Parking Resolution 22-03 for this case was presented to the Parking Commission on May 26, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.
- Section 9 adds additional pay-by-phone parking on E. 13th Street, S. Rogers Street, N. Walnut Grove Street, and adds the location of the Trades District Garage to 15.40.010.
 - Adding pay-by-phone parking spaces on E. 13th Street. *Amir Farshchi, Beth Rosenbarger*

- On two blocks on the northside of E. 13th Street between N. Fess Avenue and Woodlawn Avenue, Monday through Saturday, 8:00 AM to 9:00 PM. The rate would be \$1 per hour payable through ParkMobile for these parking spaces. This would allow visitors an option to pay during peak times or an option for unpaid parking during non-peak hours. There are approximately 15 on-street parking spaces.
 - There are no residences along these two blocks, and the IU Arts Annex is the only building, which is located at the southwest corner of E. 13th Street and N. Woodlawn Avenue. Activities in the Fine Arts Studio Annex building occur late into the evening hours, and unloading of often large and bulky materials is needed for the building.
 - In Section 7, staff recommends removing the two blocks of E. 13th Street and E. 14th Street between Woodlawn Avenue and N. Fess Avenue from the residential neighborhood parking Zone 6. This area does not contain any residential uses, is zoned Mixed-Use Institutional, and the adjacent property includes an IU academic building. The area does not closely align with the Garden Hill Neighborhood Association boundaries.
 - Parking is restricted on the south side of E. 13th Street between N. Fess Avenue and Woodlawn Avenue.
 - The Parking Resolution 22-03 for this case was presented to the Parking Commission on May 26, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.
- Adding pay-by-phone parking spaces on the east side of 200 S. Rogers Street between W. 3rd Street and W. 4th Street. *Patrick Dierkes, Neil Kopper*
 - Per City Code, parking is not allowed in right-of-way in this area, however, parking has existed in right-of-way at 207 S. Rogers Street (Hoosier Workwear) since 1961 per the aerial photograph taken that year.
 - The City received complaints related to the parking as it blocks the clear pedestrian path along the street.
 - Recognizing the history of parking at this location, staff recommends modifying the existing parking area from straight-in parking to parallel parking per the provided diagram. This will allow for a clear pedestrian route and satisfy the parking demands of the adjacent businesses.
 - The City has consulted with the impacted property owner and businesses to inform them of the pending change.
 - The area is currently codified as a No Parking Zone in Title 15. No Parking Zones section of the Title 15 needs to be edited to allow for parking in this area.
 - Locations section of the Title 15 will need to be edited to meter the on-street parking. The rate would be \$1 per hour payable through ParkMobile for these parking spaces Monday through Saturday, 8:00 AM to 9:00 PM.
 - The staff report for this case was presented to the Bicycle and Pedestrian Safety Commission on May 4, 2022, the Commission forwarded the changes to the Council with a positive recommendation.
 - Adding pay-by-phone parking spaces on 1100 N. Walnut Grove Street. *Michelle Wahl, Raye Ann Cox*
 - On 1100 N. Walnut Grove Street along with the Indiana University McNutt Quad additions, 4 parking spaces, 1 of which is an ADA parking space, were added at this location in approximately August 2021.
 - Currently, IU Parking Services has converted the 4 spaces to Pay by ParkMobile only spaces. Indiana University Parking Services does not wish to continue to monitor or enforce these spaces, per Indiana University Parking Services.
 - The City of Bloomington Parking Services will assume the financial and enforcement responsibility of these 4 City owned parking spaces. The rate would be \$1 per hour for these parking spaces Monday through Saturday, 8:00 AM to 9:00 PM.
 - The Parking Resolution 22-02 for this case was presented to the Parking Commission on January 19, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.

- Adding the location of the Trades District garage to the list of locations of municipal lots and garages in 15.40.010.
- Section 10 adds an administrative fee for towing vehicles of \$25.00. *Michelle Wahl*
 - The ordinance charging an administrative release fee for a towed vehicle by Parking Enforcement through the Bloomington Police was removed from Title 15 in 2021.
 - The Parking Staff recommends the administrative fee that was once charged by Bloomington Police Department to release towed vehicles by Parking Enforcement, to become a \$25.00 non-escalation tow citation.
 - The Parking Resolution 22-05 for this case was presented to the Parking Commission on April 22, 2022, the Commission voted to forward the changes to the Council with a positive recommendation.

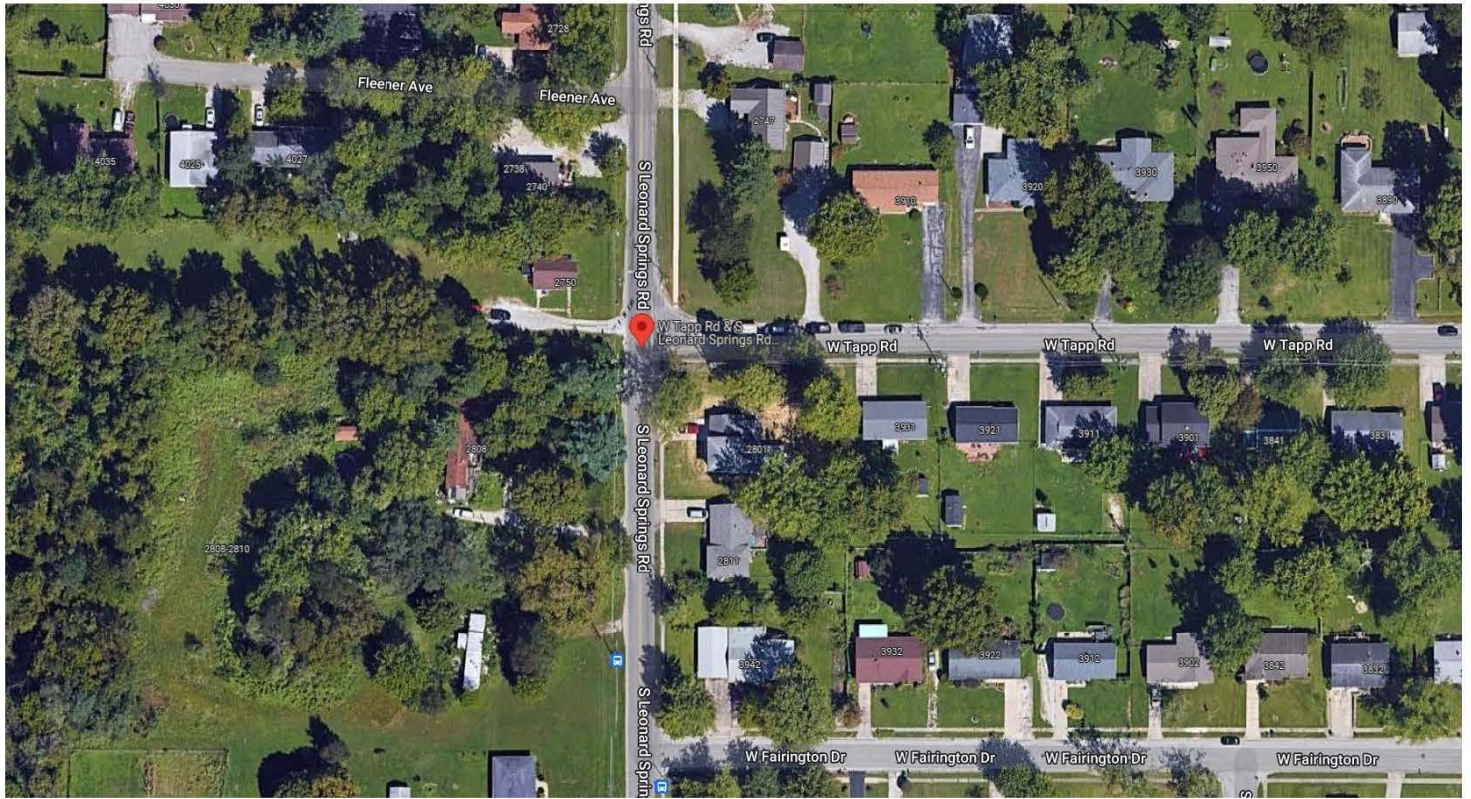
Section 1

Removing One Signalized intersection at Bloomfield Road and Basswood Drive



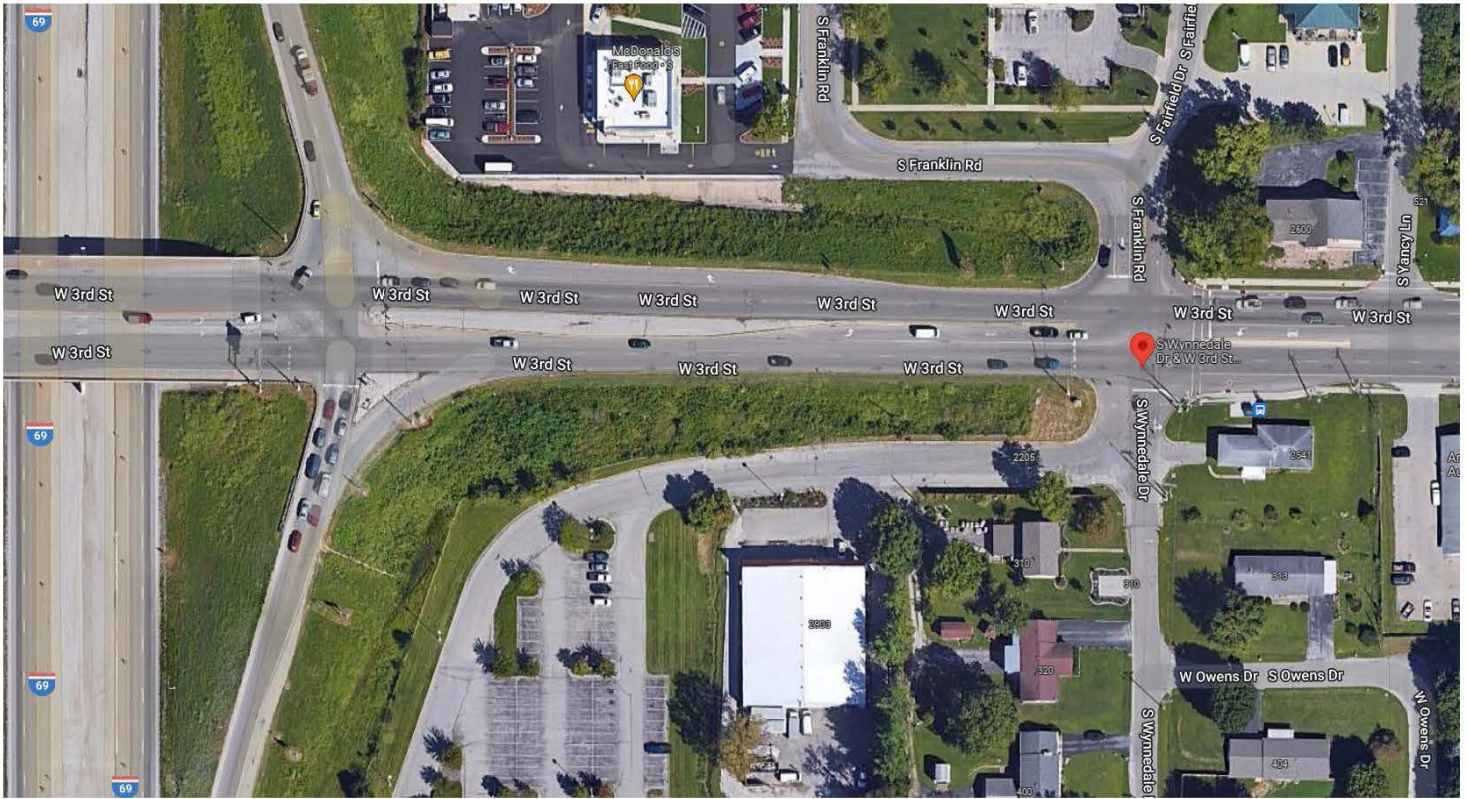
Section 1

Removing One Signalized intersection at Leonard Springs Road and Tapp Road



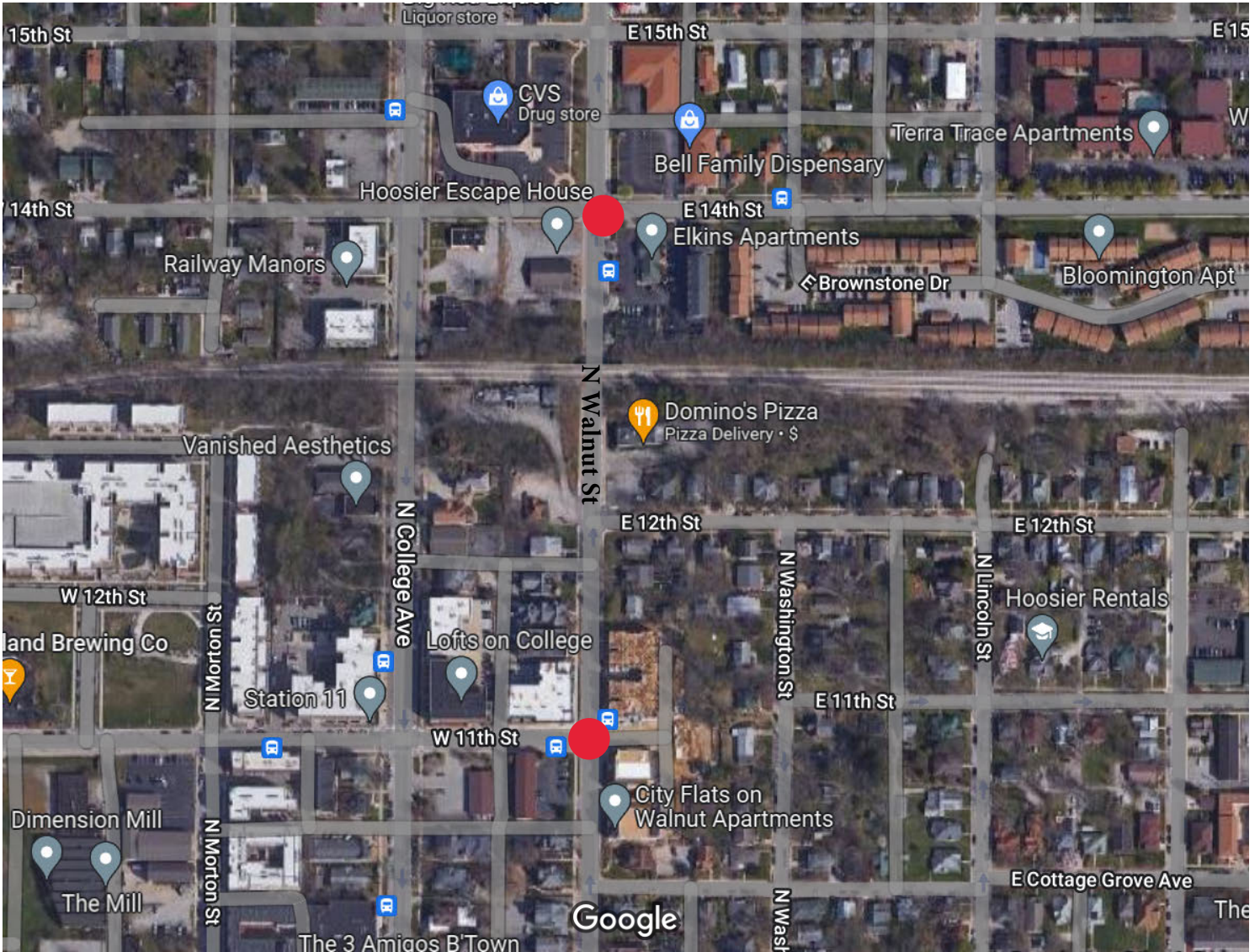
Section 1

Removing One Signalized intersection at 3rd Street and Franklin Road

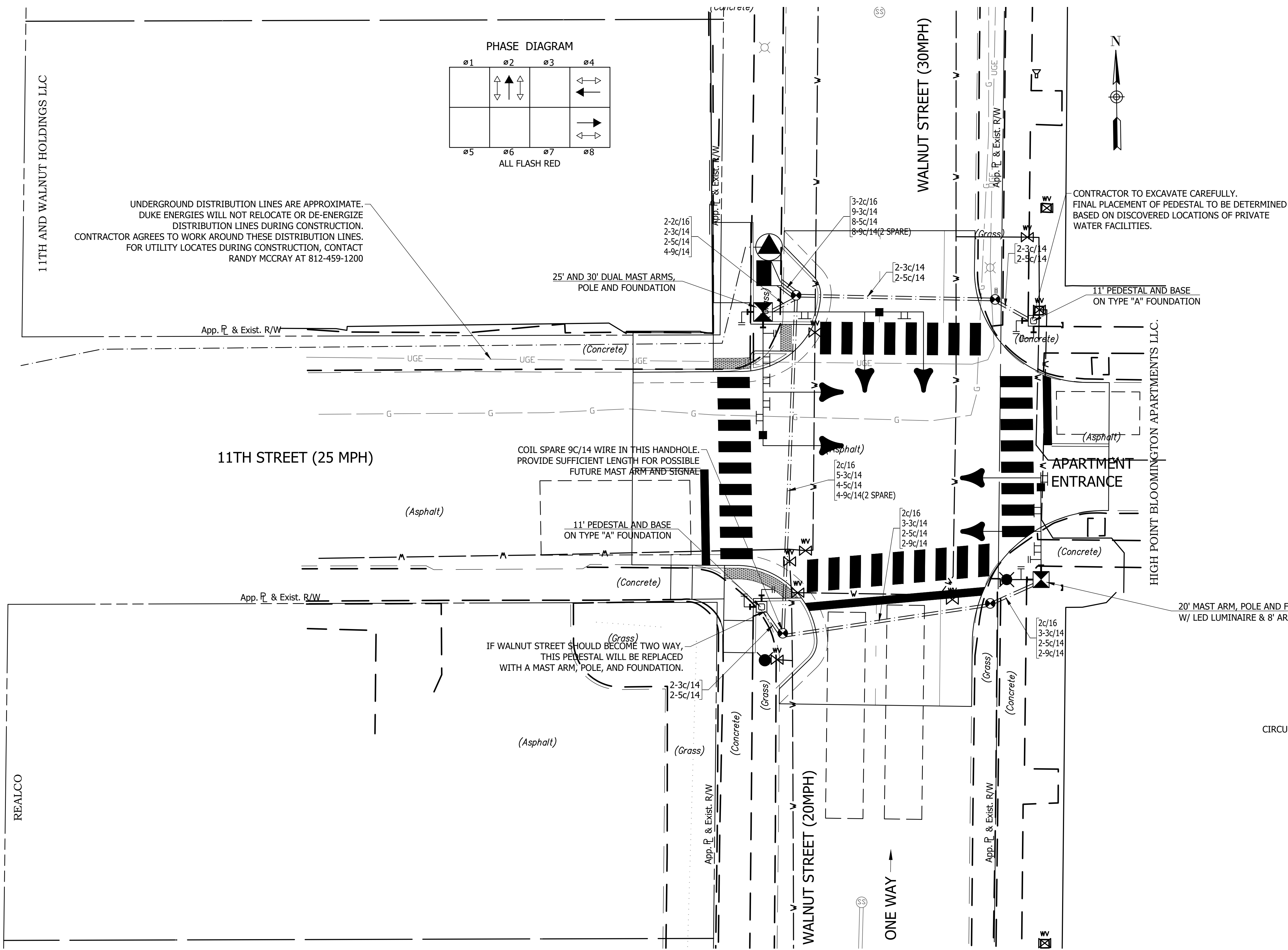


Section 1

Adding Two Signalized Intersections in Walnut Street at 11th Street and 14th Street



Adding One Signalized Intersections in Walnut Street at 11th Street

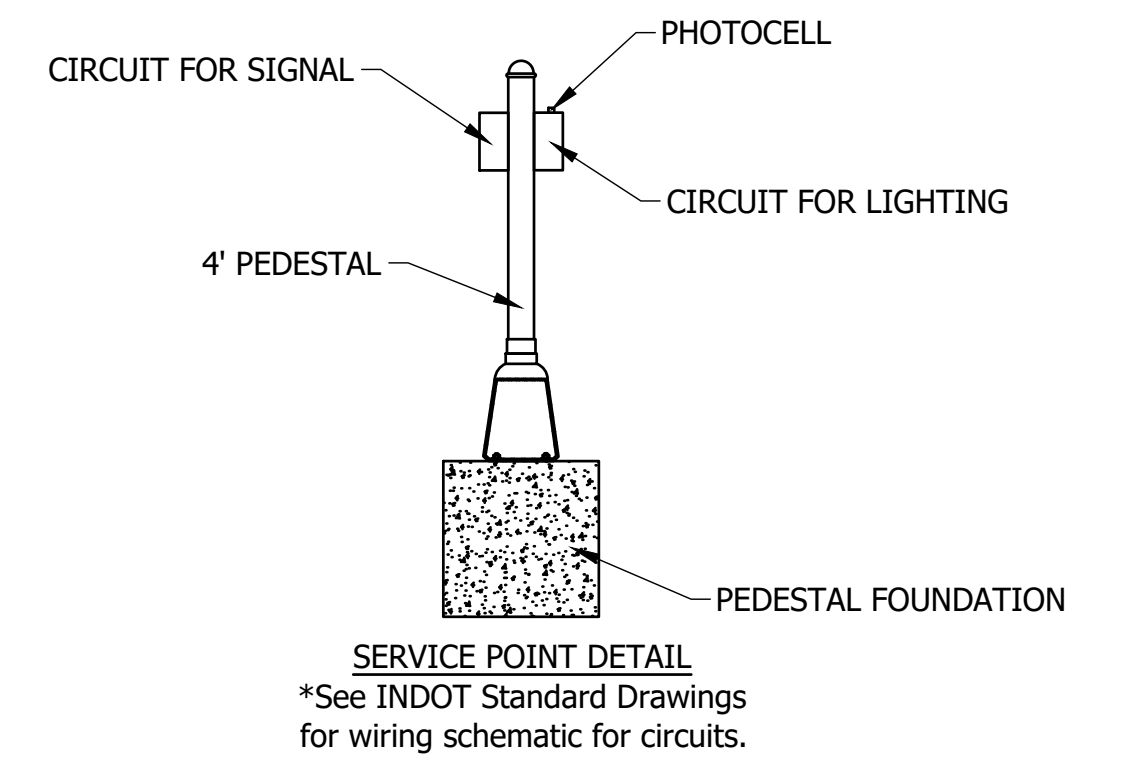


LEGEND

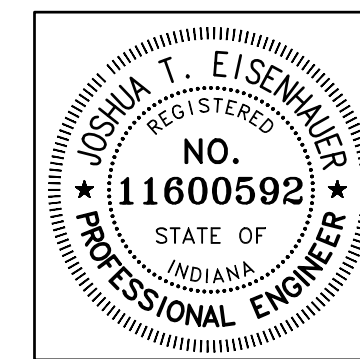
- 1-WAY, 3-SECTION (12-INCH RED, 12-INCH AMBER, 12-INCH GREEN) SIGNAL INDICATION
- CONTROLLER, 8-PHASE, MENU DRIVEN, IN CABINET ON BASE
- MAST ARM POLE AND FOUNDATION
- 11-FOOT PEDESTAL AND FOUNDATION
- HANDHOLE
- PEDESTRIAN INDICATION
- 2-INCH CONDUIT
- AUDIBLE PEDESTRIAN PUSH BUTTON AND SIGN
- VIDEO DETECTION UNIT
- SHEET SIGN (SEE SIGNING & MARKING PLAN)
- SERVICE POINT (FOR SIGNAL & LIGHTING)
- VIDEO DETECTION ZONE
- LED LUMINAIRE ON 8' ARM

NOTES:

- ADDITIONAL 9C/14 WIRE LABELED AS "SPARE" IS INSTALLED FOR THE POTENTIAL OF WALNUT STREET TO BE A 2-WAY ROAD IN THE FUTURE.
- ONE 3C/14 WIRE IS TO BE USED FOR LIGHTING POWER.
- PUSH BUTTONS TO BE WITHIN 10" REACH AND MOUNTED PERPENDICULAR TO CROSSINGS. USE OF EXTENSIONS IS ALLOWED TO ACHIEVE 10" REACH, WITH CITY APPROVAL.
- PEDESTRIAN INDICATION UNITS TO BE INSTALLED SUCH THAT ACCESS FOR MAINTENANCE CAN BE ACHIEVED WITHOUT REMOVING OR REPOSITIONING THE UNIT.
- FINAL LOCATION OF HANDHOLES AND CONDUIT TO BE FIELD PLACED TO AVOID UNDERGROUND UTILITY CONFLICTS.



DIRECTORY...F:\2019\19-4230 Bloomington signals walnut & 11th and walnut & 14th\30 sheetdrawings\70 Signal
 FILE...4230 Signal Plans.dwg
 DIMSCALE...1 LTSCALE...1
 PLOTTED BY...J.Eisenhauer
 DATE...Jul 27, 2021 - 2:55pm



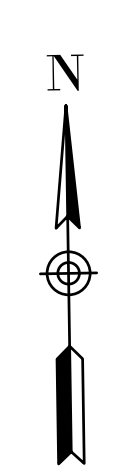
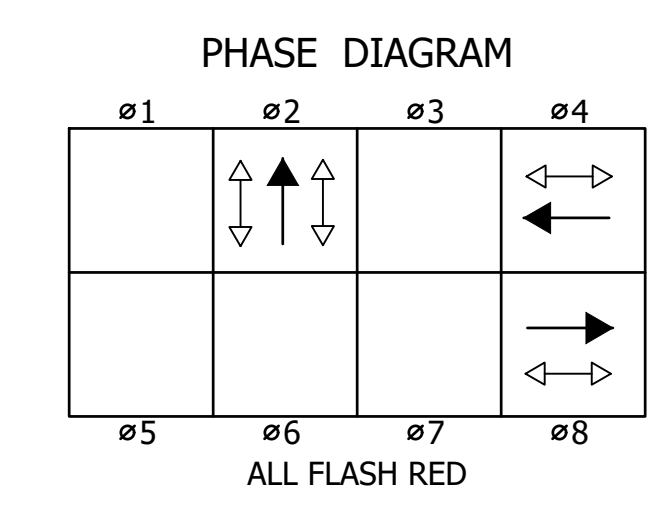
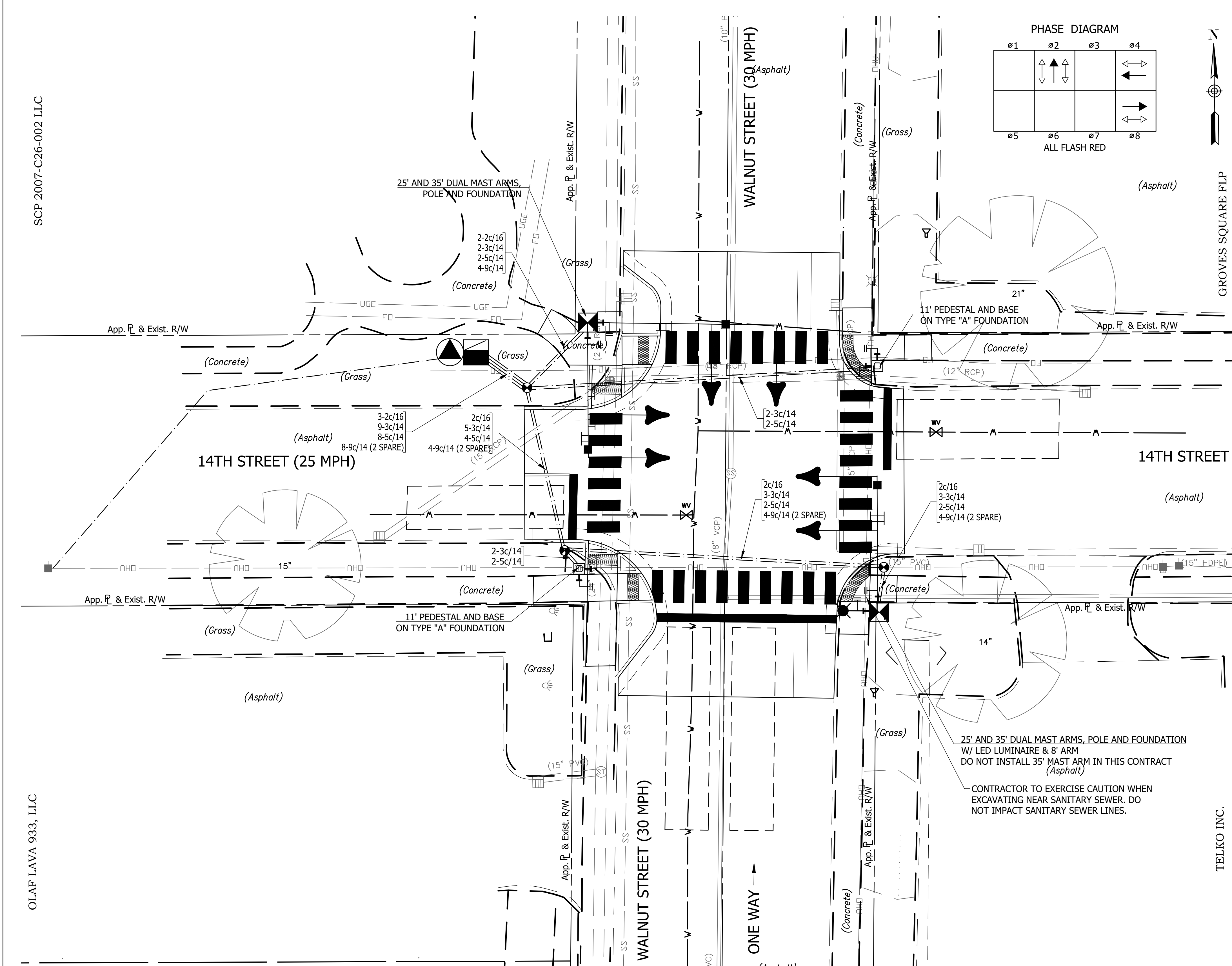
RECOMMENDED FOR APPROVAL	<i>Joshua T. Eisenhauer</i>	6/23/2021
DESIGNED:	JTE	DRAWN:
CHECKED:	NRJ	CHECKED:
		JTE

CITY OF BLOOMINGTON

WALNUT ST. & 11TH ST.
SIGNAL LAYOUT

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	N/A
SURVEY BOOK	DESIGNATION
	N/A
	SHEETS
	14 of 19
CONTRACT	PROJECT
	19-4230

Adding One Signalized Intersections in Walnut Street at 14th Street



- ### LEGEND
- 1-WAY, 3-SECTION (12-INCH RED, 12-INCH AMBER, 12-INCH GREEN) SIGNAL INDICATION
 - CONTROLLER, 8-PHASE, MENU DRIVEN, IN CABINET ON BASE
 - MAST ARM POLE AND FOUNDATION
 - 11-FOOT PEDESTAL AND FOUNDATION
 - HANDHOLE
 - PEDESTRIAN INDICATION
 - 2-INCH CONDUIT
 - AUDIBLE PEDESTRIAN PUSH BUTTON AND SIGN
 - VIDEO DETECTION UNIT
 - SHEET SIGN (SEE SIGNING & MARKING PLAN)
 - SERVICE POINT (FOR SIGNAL & LIGHTING)
 - VIDEO DETECTION ZONE
 - LED LUMINAIRE ON 8' ARM

NOTES:

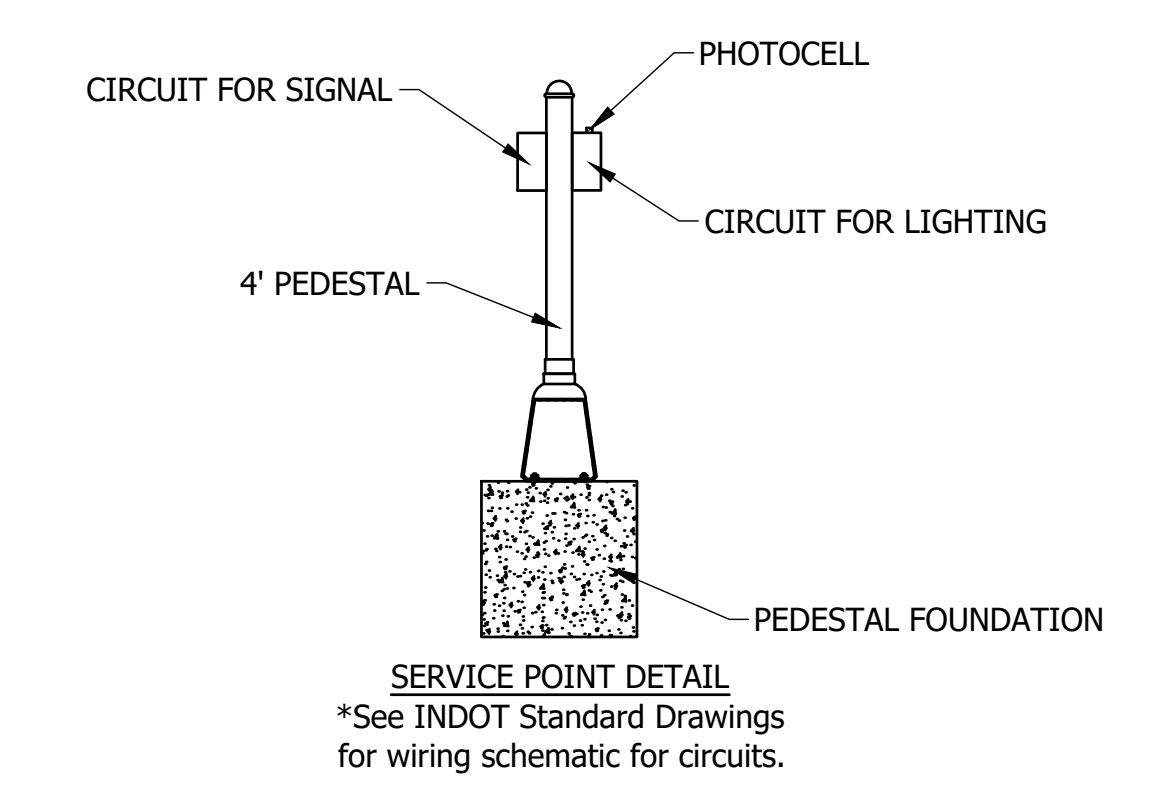
ADDITIONAL 9C/14 WIRE LABELED AS "SPARE" IS INSTALLED FOR THE POTENTIAL OF WALNUT STREET TO BE A 2-WAY ROAD IN THE FUTURE.

ONE 3C/14 WIRE IS TO BE USED FOR LIGHTING POWER.

PUSH BUTTONS TO BE WITHIN 10" REACH AND MOUNTED PERPENDICULAR TO CROSSINGS. USE OF EXTENSIONS IS ALLOWED TO ACHIEVE 10" REACH, WITH CITY APPROVAL.

PEDESTRIAN INDICATION UNITS TO BE INSTALLED SUCH THAT ACCESS FOR MAINTENANCE CAN BE ACHIEVED WITHOUT REMOVING OR REPOSITIONING THE UNIT.

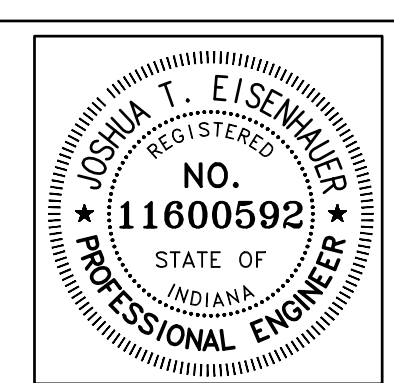
FINAL LOCATION OF HANDHOLES AND CONDUIT TO BE FIELD PLACED TO AVOID UNDERGROUND UTILITY CONFLICTS.



DIRECTORY...F:\2019\19-4230 Bloomington signals walnut & 14th and walnut & 14th\30 sheetdrawings\70 Signal
 FILE...4230 Signal Plans.dwg
 DIMSCALE...1 LTSCALE...1
 PLOTTED BY...J.Eisenhauer
 DATE...Jul 27/2021 - 2:55pm

SCP 2007-C26-002 LLC

OLAF LAVA 933, LLC



RECOMMENDED FOR APPROVAL	<i>Joshua T. Eisenhauer</i>	6/23/2021
DESIGNED:	JTE	DRAWN:
CHECKED:	NRJ	CHECKED:
		VSENG
		JTE

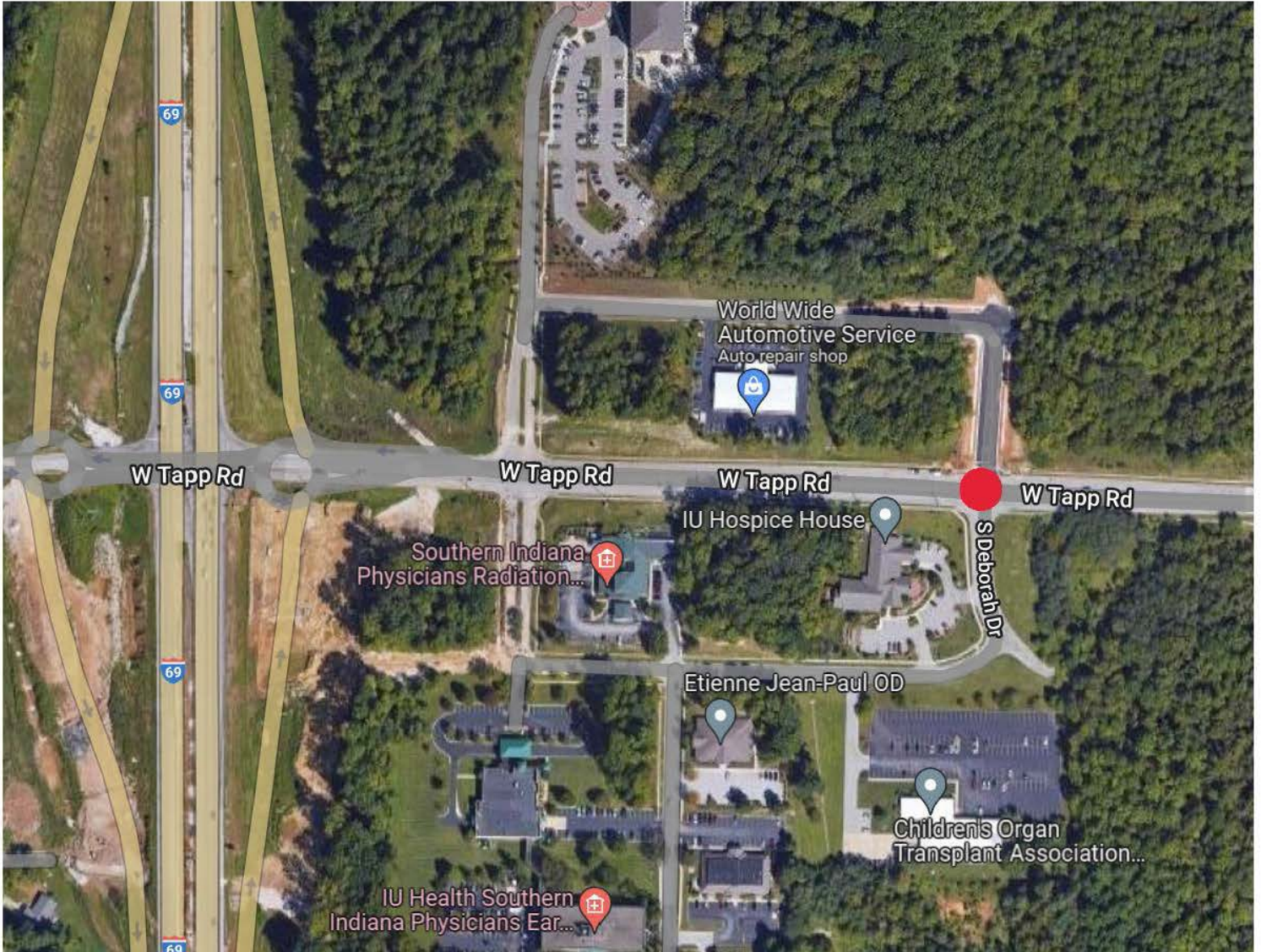
CITY OF BLOOMINGTON

WALNUT ST. & 14TH ST.
SIGNAL LAYOUT

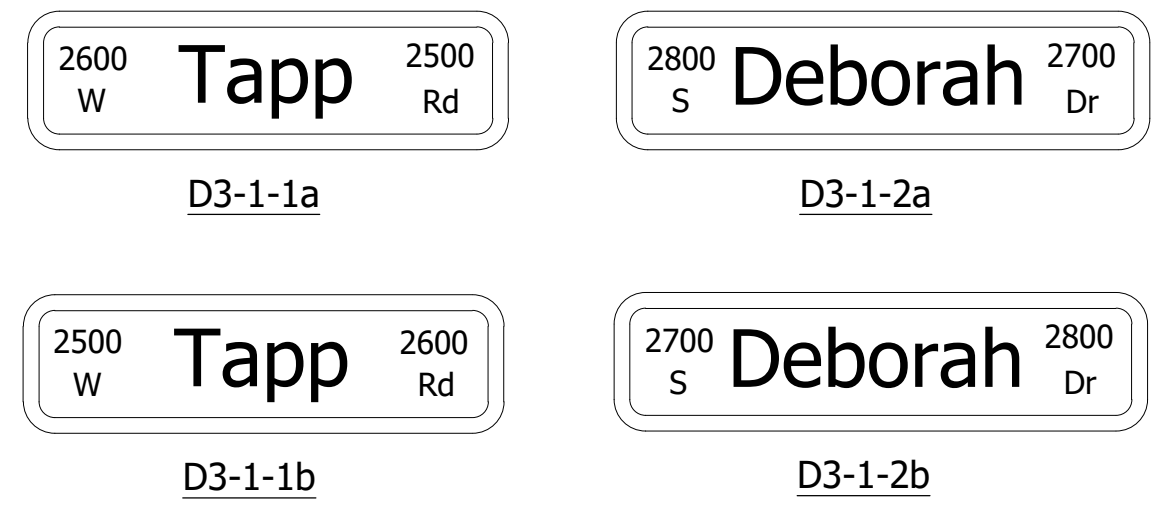
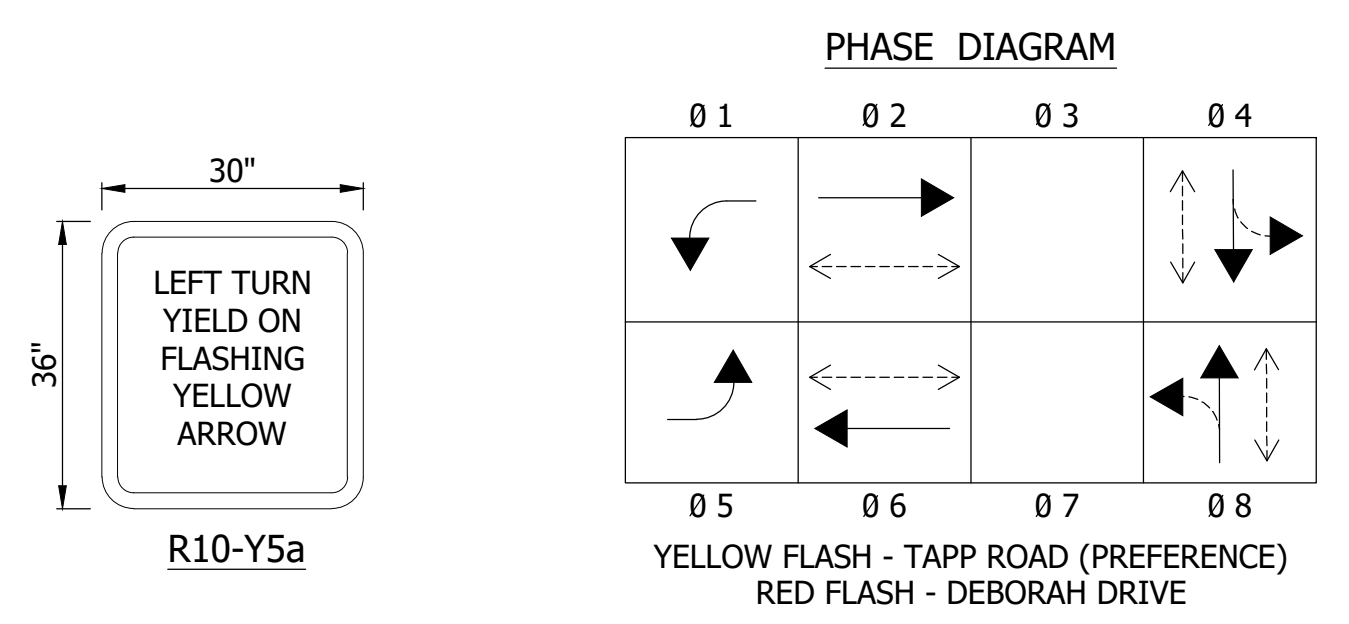
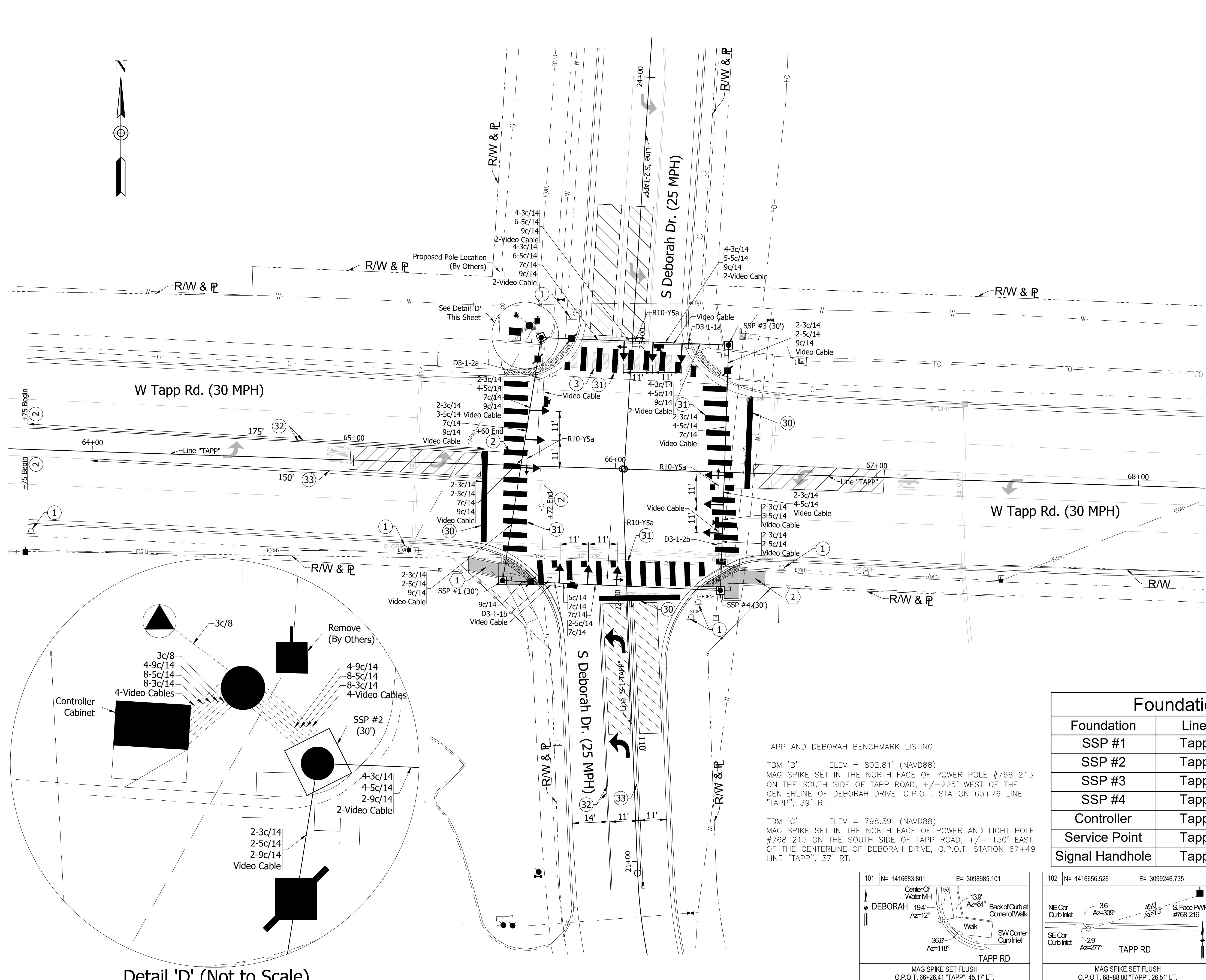
HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	N/A
SURVEY BOOK	DESIGNATION
	N/A
CONTRACT	SHEETS
	15 of 19
	PROJECT
	19-4230

Section 1

Adding One signalized intersection at Tapp Road and Deborah Drive



Adding One signalized intersection at Tapp Road and Deborah Drive



See City of Bloomington Standard Drawing SS-1, Street Name Sign Details

- ### LEGEND
- ① Sign, Remove
 - ② Line, Remove
 - ③ Transverse Marking, Remove
 - ③① Transverse Marking, Thermoplastic, Stop Line, White, 24 in.
 - ③② Transverse Marking, Thermoplastic, Crosswalk Line, 24 in. See Detail, Sheet 9
 - ③③ Line, Thermoplastic, Solid, Yellow, 4 in.
 - ③④ Line, Thermoplastic, Solid, White, 4 in.
 - ⊕ Curb Ramp No. __, Concrete, Sheet No. 9
 - Span, Catenary, and Tether
 - 2" Galvanized Steel Conduit
 - Silt Fence
 - Signal Handhole, Type 1
 - ⊠ Steel Strain Pole (30')
 - ▲ Signal Service Point, H-Frame Structure Mounted See Duke Energy 'Gold Book' Figure 117
 - Disconnect Hanger
 - ⊕ 18" LED Pedestrian Signal Indication with Countdown Timer and APS Push Button (Speech Walk Message) and R10-3e Sign
 - 1-Way, 3-Section (12" Red LED, 12" Yellow LED, 12" Green LED) Signal Indication With Backplate
 - ↔ 1-Way, 4-Section (12" Red LED, 12" Yellow Arrow LED, 12" Flashing Yellow Arrow LED, 12" Green Arrow LED) Signal Indication With Backplate
 - ⊕ 8-Phase Fully Actuated Econolite Cobalt TS-2 Type 1 Controller, Applied Information unit 500-085-02, and Cabinet on 'P' Foundation
 - ⊕ Video Detection Camera With 25' Mast Arm (Autoscope RackVision Terra)
 - ▨ Video Detection Zone
 - ⊕ Curb Ramp, Concrete
 - ↔ Proposed Message Marking, Thermoplastic, Lane Indication Arrow

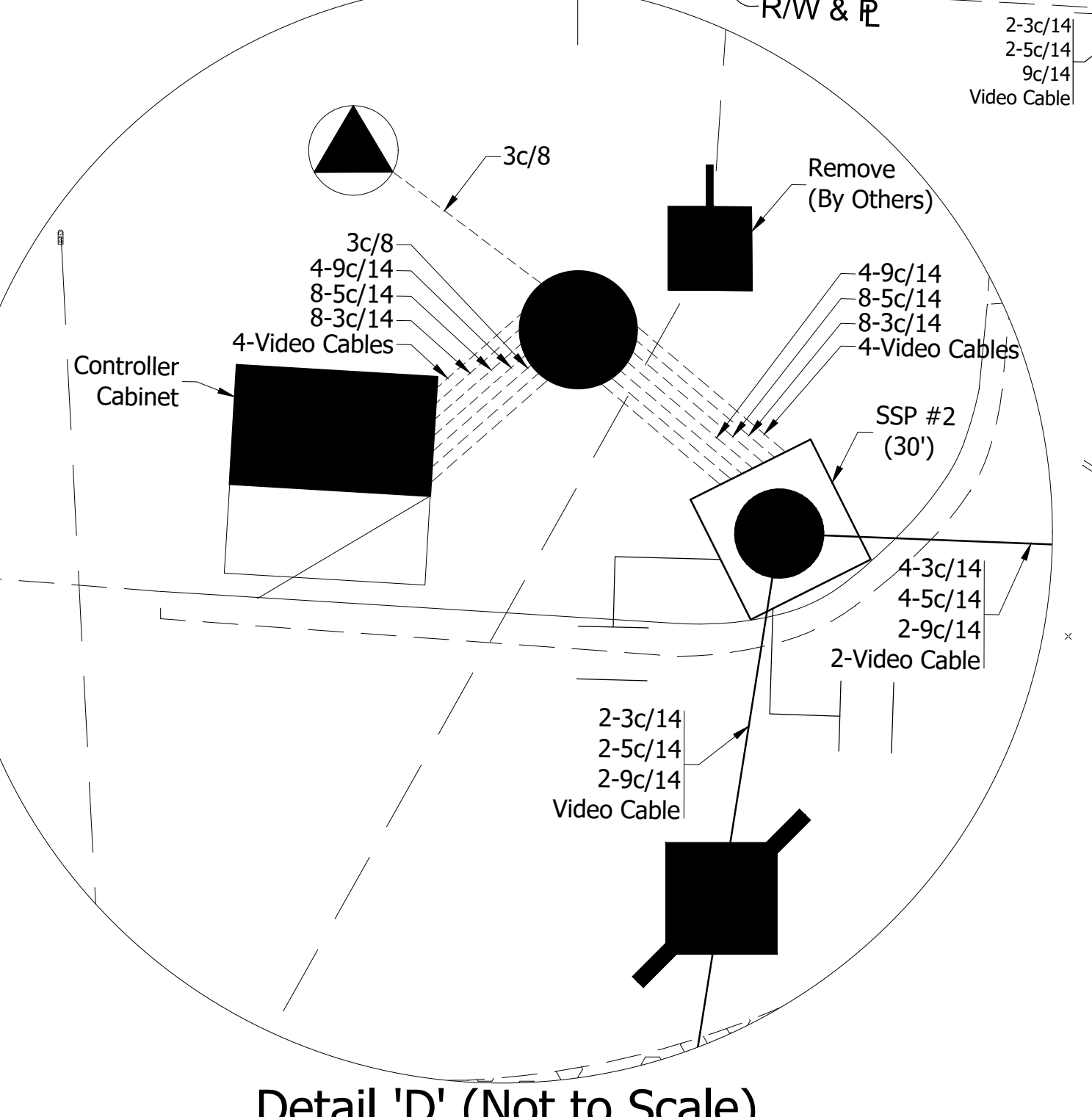
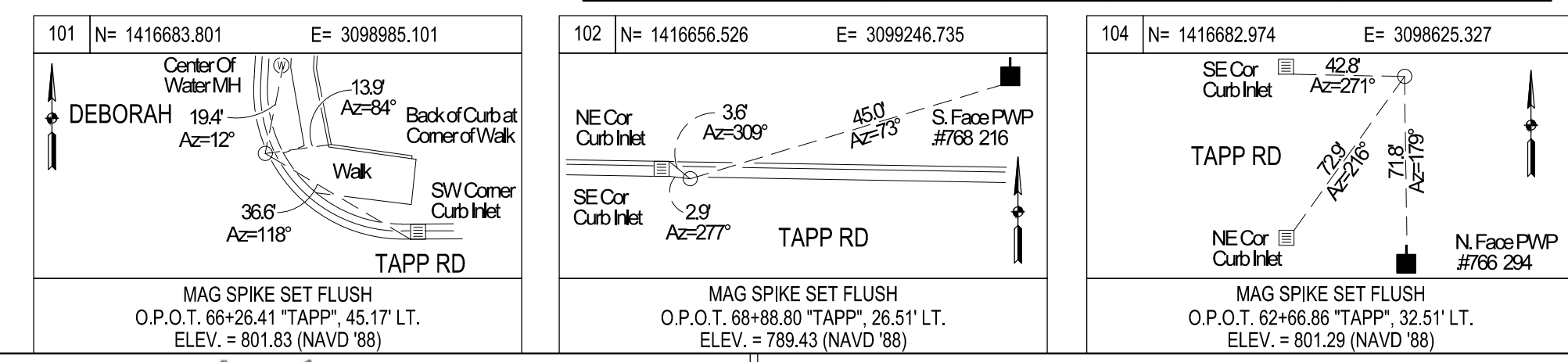
Foundation Schedule

Foundation	Line	Station	Offset
SSP #1	Tapp	65+58	44.1' Rt.
SSP #2	Tapp	65+70	49.7' Lt.
SSP #3	Tapp	66+42	48.6' Lt.
SSP #4	Tapp	66+42	45.2' Rt.
Controller	Tapp	65+60	47.8' Lt.
Service Point	Tapp	65+60	57.4' Lt.
Signal Handhole	Tapp	65+65	53.6' Lt.

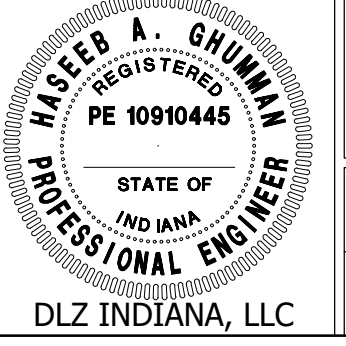
TAPP AND DEBORAH BENCHMARK LISTING

TBM 'B' ELEV = 802.81' (NAVD88)
MAG SPIKE SET IN THE NORTH FACE OF POWER POLE #768 213 ON THE SOUTH SIDE OF TAPP ROAD, +/- 225' WEST OF THE CENTERLINE OF DEBORAH DRIVE, O.P.O.T. STATION 63+76 LINE "TAPP", 39' RT.

TBM 'C' ELEV = 798.39' (NAVD88)
MAG SPIKE SET IN THE NORTH FACE OF POWER AND LIGHT POLE #768 215 ON THE SOUTH SIDE OF TAPP ROAD, +/- 150' EAST OF THE CENTERLINE OF DEBORAH DRIVE, O.P.O.T. STATION 67+49 LINE "TAPP", 37' RT.



- ### NOTES:
- All Signal Heads Shall Be Black With Black Backplates And Yellow Retroreflective Strips.
 - Video Cables Shall Be Installed Per Manufactures Recommendations.
 - Video Cables Denote A Coaxial Cable And A 3c/14 Cable for Video Detection Camera.
 - Add 6 in. Pushbutton Assembly Extensions At Each Location, As Directed By The Engineer.



RECOMMENDED FOR APPROVAL: *HAKER A. GHUMAN* DESIGN ENGINEER DATE: 05/14/2024

DESIGNED: TAB DRAWN: TAB

CHECKED: HAG CHECKED: JRS

INDIANA DEPARTMENT OF TRANSPORTATION

SIGNAL PLAN

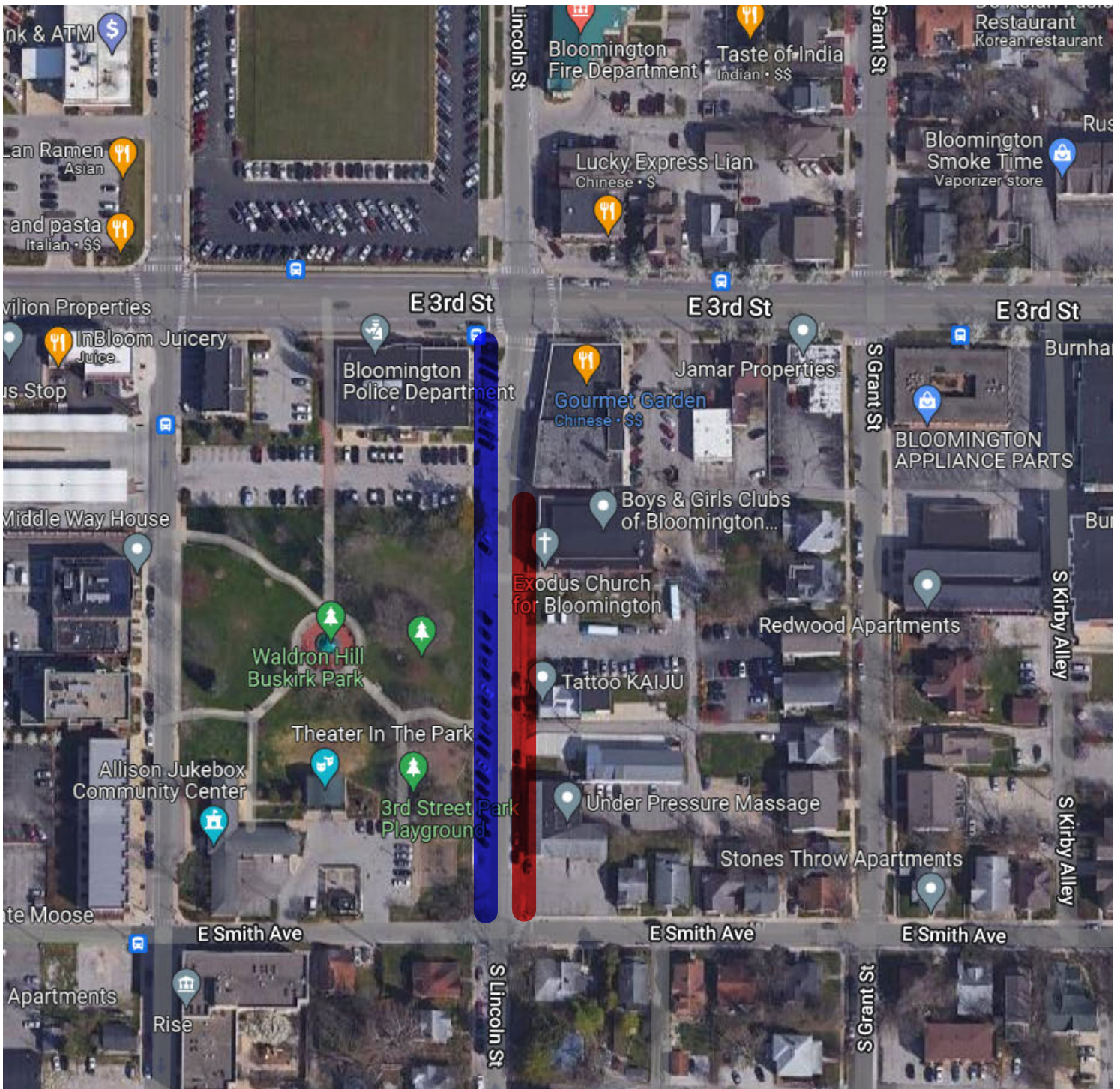
TAPP ROAD AND DEBORAH DRIVE

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	---
VERTICAL SCALE	DESIGNATION
---	---
SURVEY BOOK	SHEETS
---	8 of 9
CONTRACT	PROJECT
---	---

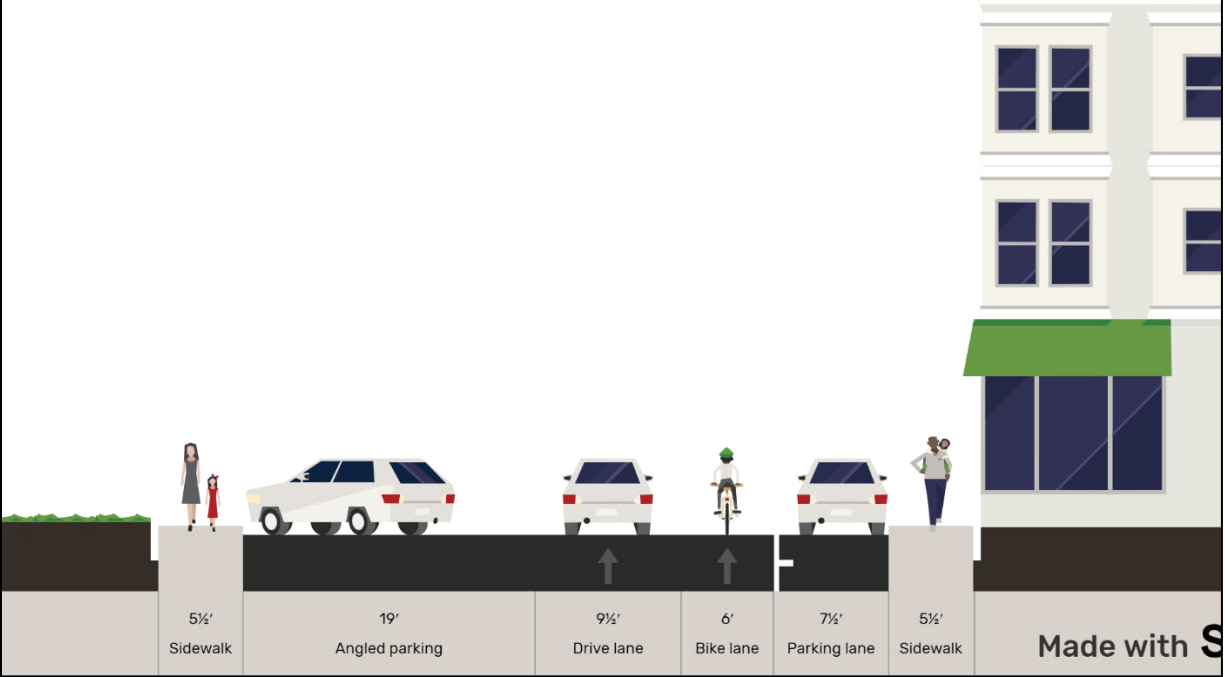
Date: May 14, 2021, 2:11pm
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Section 4

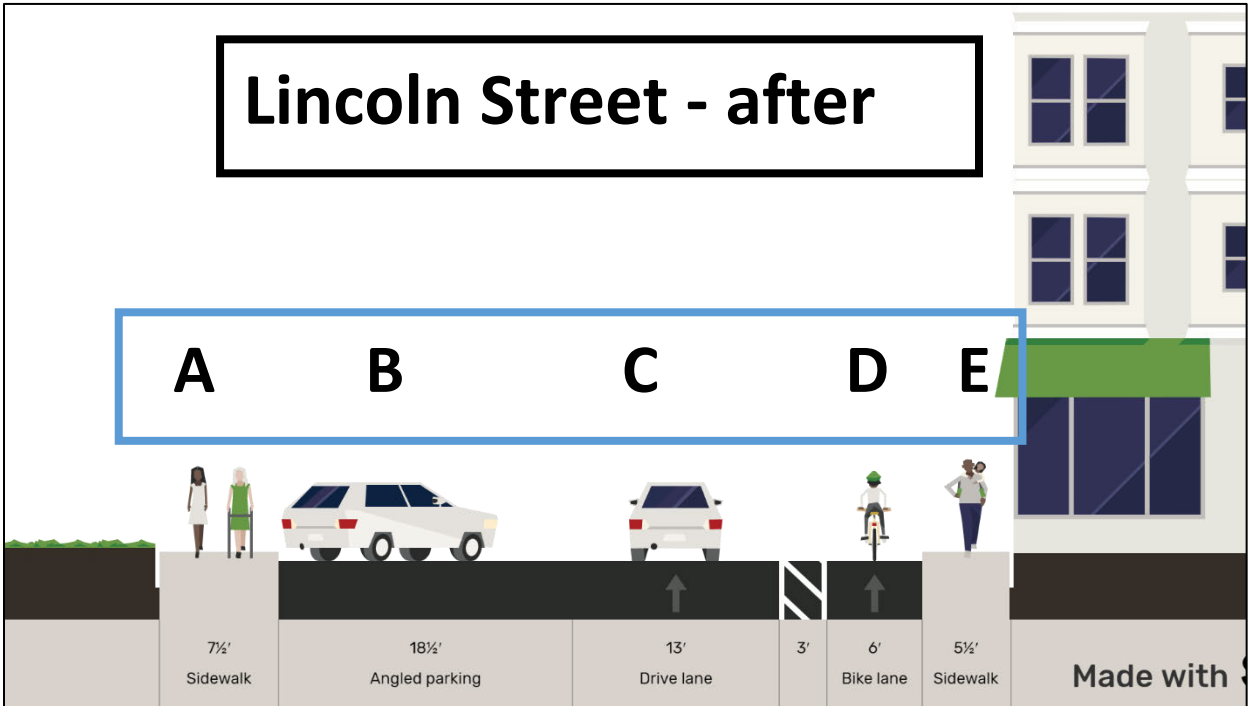
- Providing Back-In Angle Parking on the West Side of Lincoln Street between E. Smith Avenue and E. 3rd Street (Blue Area on Map)
- Adding No Parking Spaces on the East Side of Lincoln Street from E. Smith Avenue to 140' south of E. 3rd Street (Red Area on Map)

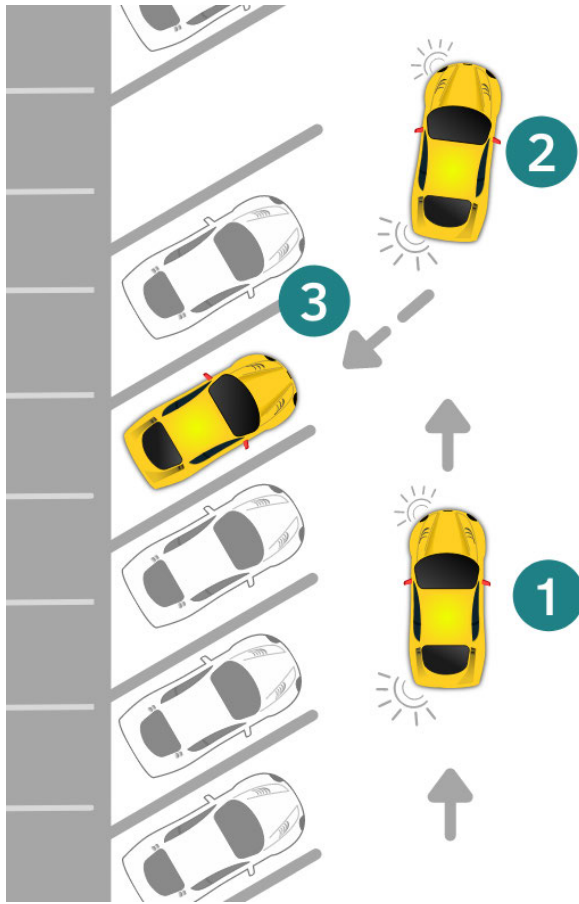


Lincoln - before



Lincoln Street - after





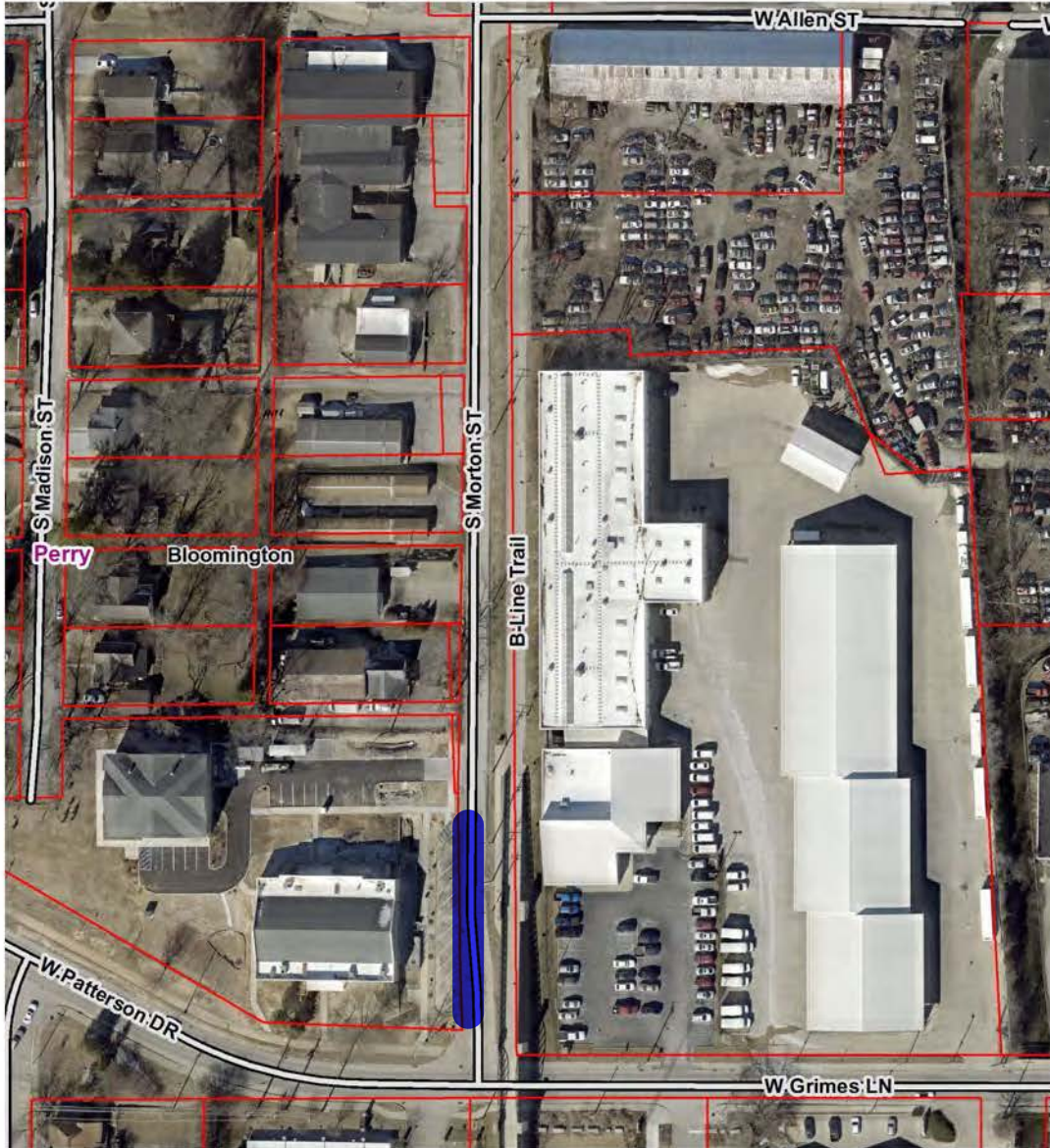
How to back-in angle park:

- 1 Signal and pull forward.
- 2 Stop just past the available parking space.
- 3 Reverse into the parking space.



Section 4

Adding Pull-In Angle Parking on the West Side of S. Morton Street from W. Patterson Drive and W. Grimes Lane to 190' north of W. Patterson Drive and W. Grimes Lane (Blue Area on Map)



The above map and photo show 1200 S. Morton Street
078

BID ALTERNATE NOTES

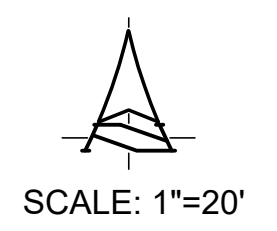
BID ALTERNATE NO. 1: CONTRACTOR TO PROVIDE ALL SITE PLANTINGS AND INSTALLATION.
 BID ALTERNATE NO. 2: CONTRACTOR TO PROVIDE AND INSTALL SITE FENCING.

PLAN REVISIONS

12.2.20 - CHANGED OFFSTREET PARKING ALONG MORTON ST. TO 45° ANGLED PARKING, PAVEMENT C/O "D", ADDED AN ADA VAN PARKING SPACE W/ RAMP, ADJUSTED ADJACENT CURBS AND GRADES AND CHANGED PARKING SPACE MARKINGS TO THERMOPLASTIC. ELIMINATED BOTH ADA CURB RAMPS AT DRIVEWAY ENTRANCE, CHANGED DRIVEWAY ENTRANCE TO CONCRETE AND ADJUSTED GRADES. ON-SITE PARKING SPACES REMAIN AS PAINTED LINES. ADDED MORTON ST. REPAIRS NOTE, ADDED NEW RAMP AT THE NW CORNER OF W. PATTERSON AND S. MORTON STREETS. Jt 12.10.20 - ADDED TRANSFORM PAD SOUTH OF THE "ROOF". Jt
 2.5.21 - ADDED RECONSTRUCT NOTE TO BOTH SIDEWALK CONNECTIONS TO THE EX. PATTERSON ASPHALT WALK, CHANGED CURB STYLE TO 13B AT CORNER OF PATTERSON & MORTON, CHANGED SHAPE OF SOUTHERNMOST ON-STREET MORTON PARKING STALL. Jt
 3.30.21 - ADDED 7 PARKING SPACES CONSTRUCTED OF PERVIOUS PAVERS. Jt

MORTON STREET REPAIRS

ANY DAMAGE TO MORTON STREET PAVEMENT ADJACENT TO THE PROJECT DETERMINED TO BE CAUSED BY ANY CONTRACTOR OR SUBCONTRACTOR ASSOCIATED WITH THIS PROJECT SHALL BE REPAIRED TO ORIGINAL CONDITION AS REQUIRED BY THE CITY OF BLOOMINGTON.



EXISTING LEGEND

- PROPERTY LINE
- x- FENCE
- XW- WATER LINE PIPE
- XXX- CONTOUR & ELEVATION
- XSS- SANITARY SEWER PIPE
- XST- STORM SEWER PIPE
- XOHE- OVERHEAD ELECTRIC LINES
- XUGE- UNDERGROUND ELECTRIC LINES
- XOHT- OVERHEAD TELEPHONE LINES
- XUGT- UNDERGROUND TELEPHONE LINE
- XGAS- GAS LINE PIPE

SITE LEGEND

- (A) BITUMINOUS PAVEMENT
- (B) BITUMINOUS PARKING PAVEMENT WITHIN R.O.W.
- (AP) ADA ACCESSIBLE PARKING SPACE, 35" INTERNATIONAL ADA SYMBOL, STRIPING, AISLES, SIGNAGE AND SLOPES SHALL CONFORM WITH THE MOST STRINGENT OF FEDERAL, STATE AND LOCAL ACCESSIBLE GUIDELINES.
- (APR) ADA ACCESSIBLE PARKING SIGN
- (C) REINFORCED CONCRETE PAVEMENT
- (CL) OR --- CONSTRUCTION LIMITS
- (CT) CONCRETE CURB TURNOUT
- (EC) END CONCRETE CURB CONSTRUCTION
- (F) CONCRETE SIDEWALK
- (FI) MONOLITHIC CONCRETE CURB AND SIDEWALK
- (GR) 42" GUARDRAIL - SEE ARCHITECTURAL PLANS
- (HR) 36" HANDRAIL - SEE ARCHITECTURAL PLANS
- (L) LAWN OR LANDSCAPED AREA
- (M) MATCH EXISTING CURB, SIDEWALK, PAVEMENT ELEVATIONS
- (MP) MULTI-PURPOSE SIDEWALK PAVEMENT SECTION
- (P) PERVIOUS BRICK PAVEMENT
- (PR) PRESSURE TREATED WOOD SHADOWBOX PRIVACY FENCE, HEIGHT AS SHOWN ON SITE PLAN
- (PL) NEW PARKING LOT POLE LIGHT FIXTURE - SEE SITE LIGHTING NOTE THIS SHEET
- (PP) STANDARD ROAD PAVEMENT PATCH
- (PSD) 3" WIDE CONCRETE PAVED SIDE DITCH
- (R) SIDEWALK ADA ACCESSIBLE RAMP, # FOR STYLES 1-3
- (RW) REINFORCED CONCRETE RETAINING WALL - SEE ARCHITECTURAL PLANS
- (VA) VAN ACCESSIBLE SUPPLEMENTAL SIGN
- (13) 6-IN WIDE CONCRETE CURB
- (13A) 4-IN CONCRETE CURB, SAME AS 13 BUT 3-IN CURB HEIGHT
- (13B) 18-IN CONCRETE CURB & GUTTER
- (13C) PERVIOUS PAVEMENT CONCRETE CURB/CAP FLUSH W/ PAVEMENT
- (20) 4-IN WIDE SOLID WHITE THERMOPLASTIC PAVEMENT MARKING
- (21) 4-IN WIDE SOLID WHITE PAINTED PAVEMENT MARKING
- (22) 4-IN WIDE SOLID BLUE PAINTED ADA PAVEMENT MARKING
- (XX) NUMBER OF PARKING SPACES PER LOT

UTILITY LEGEND

- FSL 4" POLYETHYLENE ENCASED DIP FIRE SERVICE LINE (PRIVATELY OWNED)
- DSL 2" SDR-21 PVC DOMESTIC WATER SERVICE LINE (PRIVATELY OWNED)
- 4W 4" POLYETHYLENE ENCASED DIP WATERLINE (PRIVATELY OWNED)
- 6W 6" POLYETHYLENE ENCASED DIP WATERLINE (OWNED BY CBU)
- W WATER LINE GATE VALVE
- F.D.C. FIRE DEPARTMENT "STORZ" CONNECTION
- P.I.V. POST INDICATING VALVE
- 6SL 6" SDR-35 PVC SANITARY SEWER LATERAL (PRIVATELY OWNED)
- 12ST 12" ADS BRAND SERIES N-12 HDPE STORM SEWER PIPE (PRIVATELY OWNED)
- 15ST 15" ADS BRAND SERIES N-12 HDPE STORM SEWER PIPE (PRIVATELY OWNED)
- 4UD 4" PERFORATED SDR-35 PVC UNDERDRAIN PIPE (PRIVATELY OWNED)
- 6UD 6" PERFORATED SDR-35 PVC UNDERDRAIN PIPE (PRIVATELY OWNED)
- 8UD 6" PERFORATED SDR-35 PVC UNDERDRAIN PIPE (PRIVATELY OWNED)
- 4UDS 4" SDR-35 PVC PIPE (PRIVATELY OWNED)
- 6UDS 6" SDR-35 PVC PIPE (PRIVATELY OWNED)
- 6BD 6" SDR-35 PVC BUILDING STORM DRAIN PIPE (PRIVATELY OWNED)
- 8BD 8" SDR-35 PVC BUILDING STORM DRAIN PIPE (PRIVATELY OWNED)
- 12BD 12" SDR-35 PVC BUILDING STORM DRAIN PIPE (PRIVATELY OWNED)
- GAS GAS SERVICE LINE - CONTACT VECTREN ENERGY
- ES 3" SCH. 40 PVC ELECTRICAL GRADE CONDUIT WITH PULL WIRE FOR COMMUNICATION LINES
- ELEC SCH. 40 PVC ELECTRICAL GRADE CONDUIT - SIZE AS REQUIRED BY THE NATIONAL ELECTRICAL CODE - SEE NOTE THIS SHEET

ARCHITECTURE
 CIVIL ENGINEERING
 PLANNING
BYNUM FAYO & ASSOCIATES, INC.
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CERTIFIED

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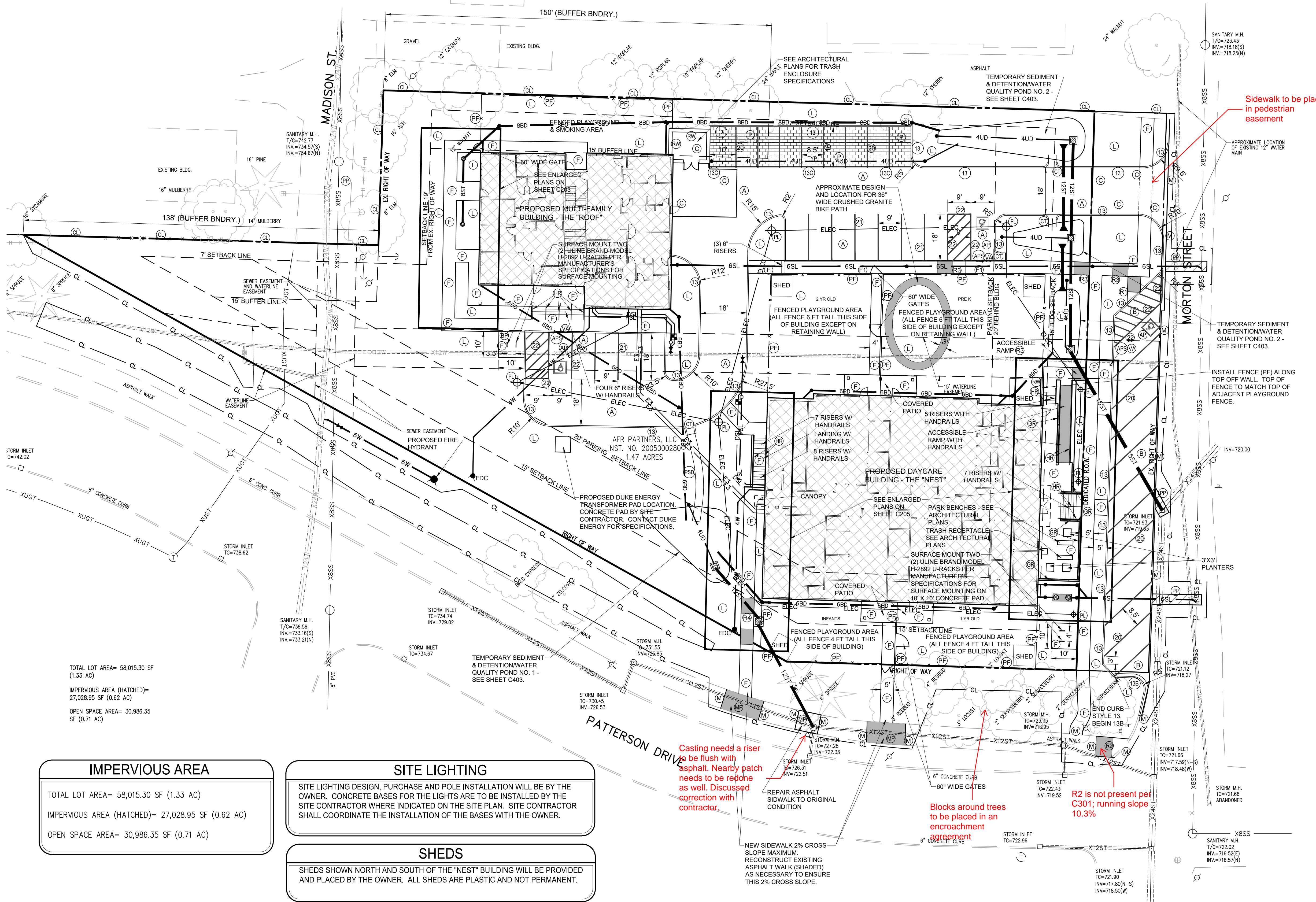
**NEW HOPE FOR FAMILIES
 'ROOF' FAMILY SHELTER &
 'NEST' CHILD CARE CENTER**

BLOOMINGTON - INDIANA

ARCHITECT'S PROJECT NO.: 1905
 DATE: SEPTEMBER 11, 2020

SITE PLAN

SHEET NO.
C202
 100% FINAL CD'S



IMPERVIOUS AREA
 TOTAL LOT AREA= 58,015.30 SF (1.33 AC)
 IMPERVIOUS AREA (HATCHED)= 27,028.95 SF (0.62 AC)
 OPEN SPACE AREA= 30,986.35 SF (0.71 AC)

SITE LIGHTING
 SITE LIGHTING DESIGN, PURCHASE AND POLE INSTALLATION WILL BE BY THE OWNER. CONCRETE BASES FOR THE LIGHTS ARE TO BE INSTALLED BY THE SITE CONTRACTOR WHERE INDICATED ON THE SITE PLAN. SITE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE BASES WITH THE OWNER.

SHEDS
 SHEDS SHOWN NORTH AND SOUTH OF THE "NEST" BUILDING WILL BE PROVIDED AND PLACED BY THE OWNER. ALL SHEDS ARE PLASTIC AND NOT PERMANENT.

SIGNAGE
 ALL PROJECT SIGNAGE TO BE PROVIDED AND INSTALLED BY THE OWNER. THIS SHALL BE COORDINATED WITH THE CONTRACTOR TO ENSURE THAT ANY CODE REQUIRED SIGNS ARE IN PLACE PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.

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

Casting needs a riser to be flush with asphalt. Nearby patch needs to be redone as well. Discussed correction with contractor.

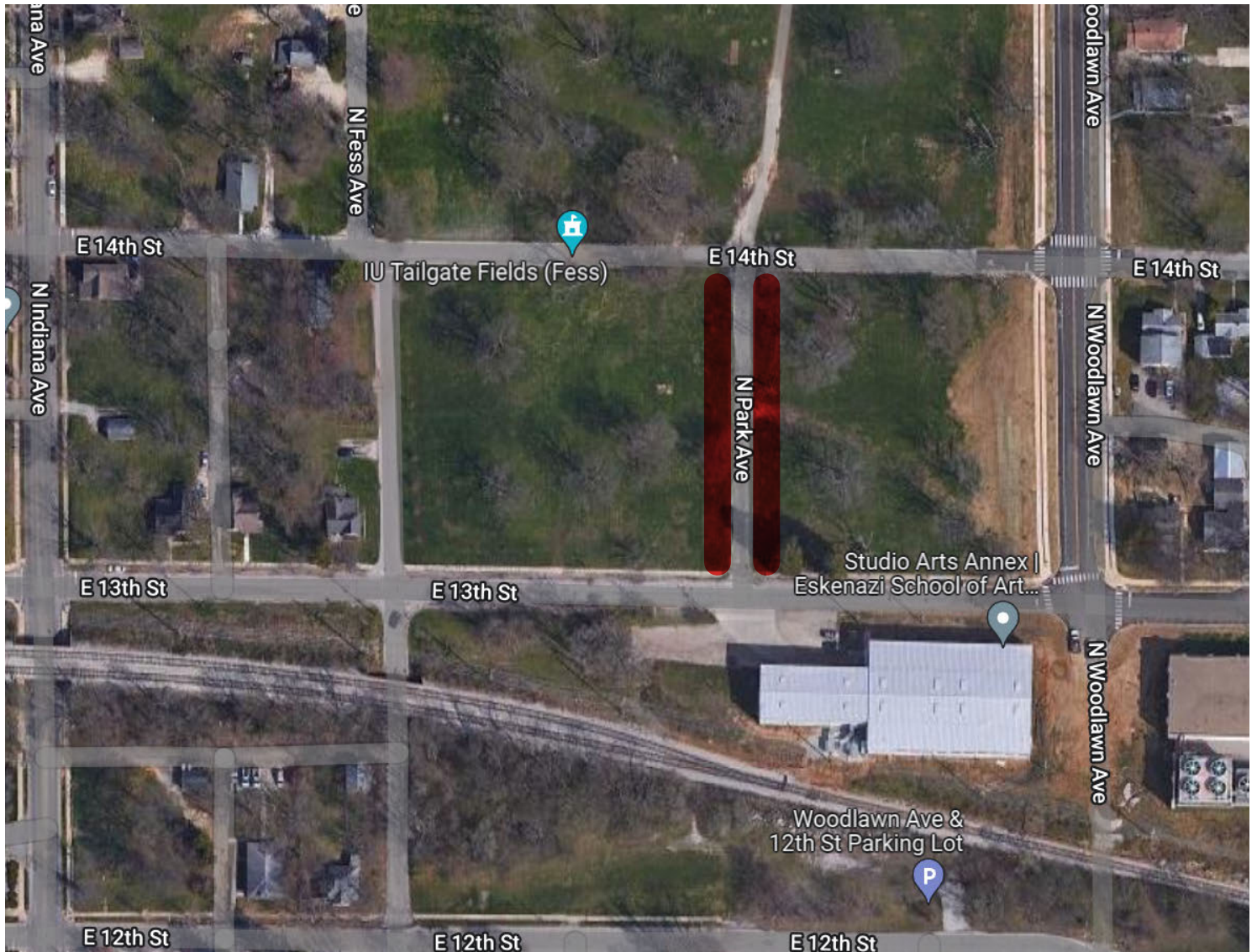
Blocks around trees to be placed in an encroachment agreement

R2 is not present per C301; running slope 10.3%

REPAIR ASPHALT SIDEWALK TO ORIGINAL CONDITION

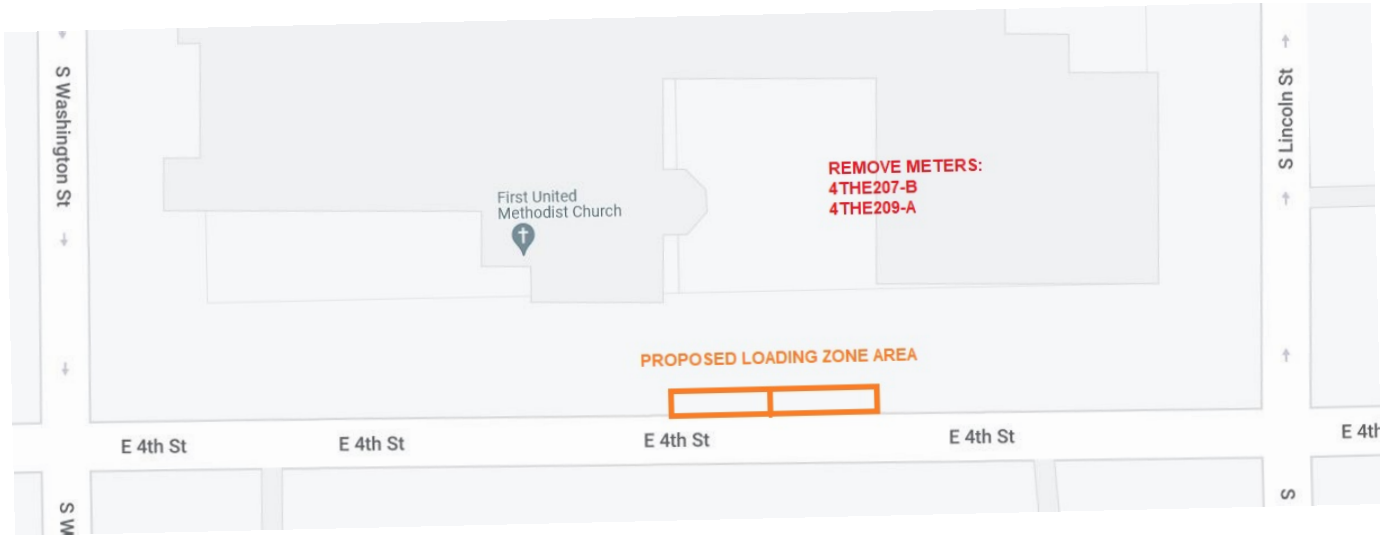
NEW SIDEWALK 2% CROSS SLOPE MAXIMUM RECONSTRUCT EXISTING ASPHALT WALK (SHADED) AS NECESSARY TO ENSURE THIS 2% CROSS SLOPE.

Adding No Parking Spaces on Both Sides of N. Park Avenue between E. 13th Street and E. 14th Street

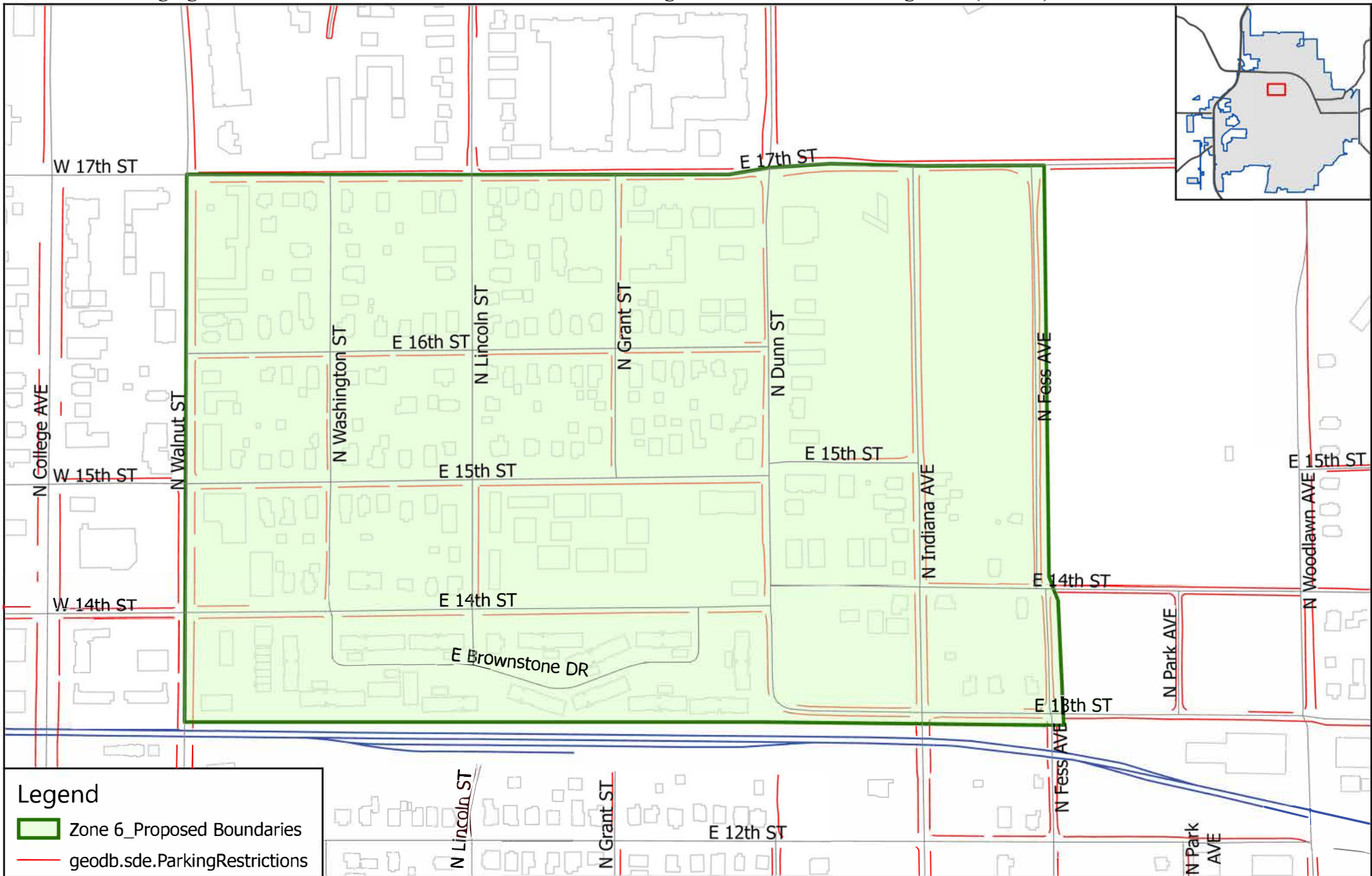


Section 7

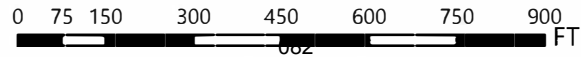
Adding Two Loading Zones on 200 E. 4th Street



Section 8 - Changing the Boundaries of the Garden Hill Residential Neighborhood Permit Parking Zone (Zone 6)

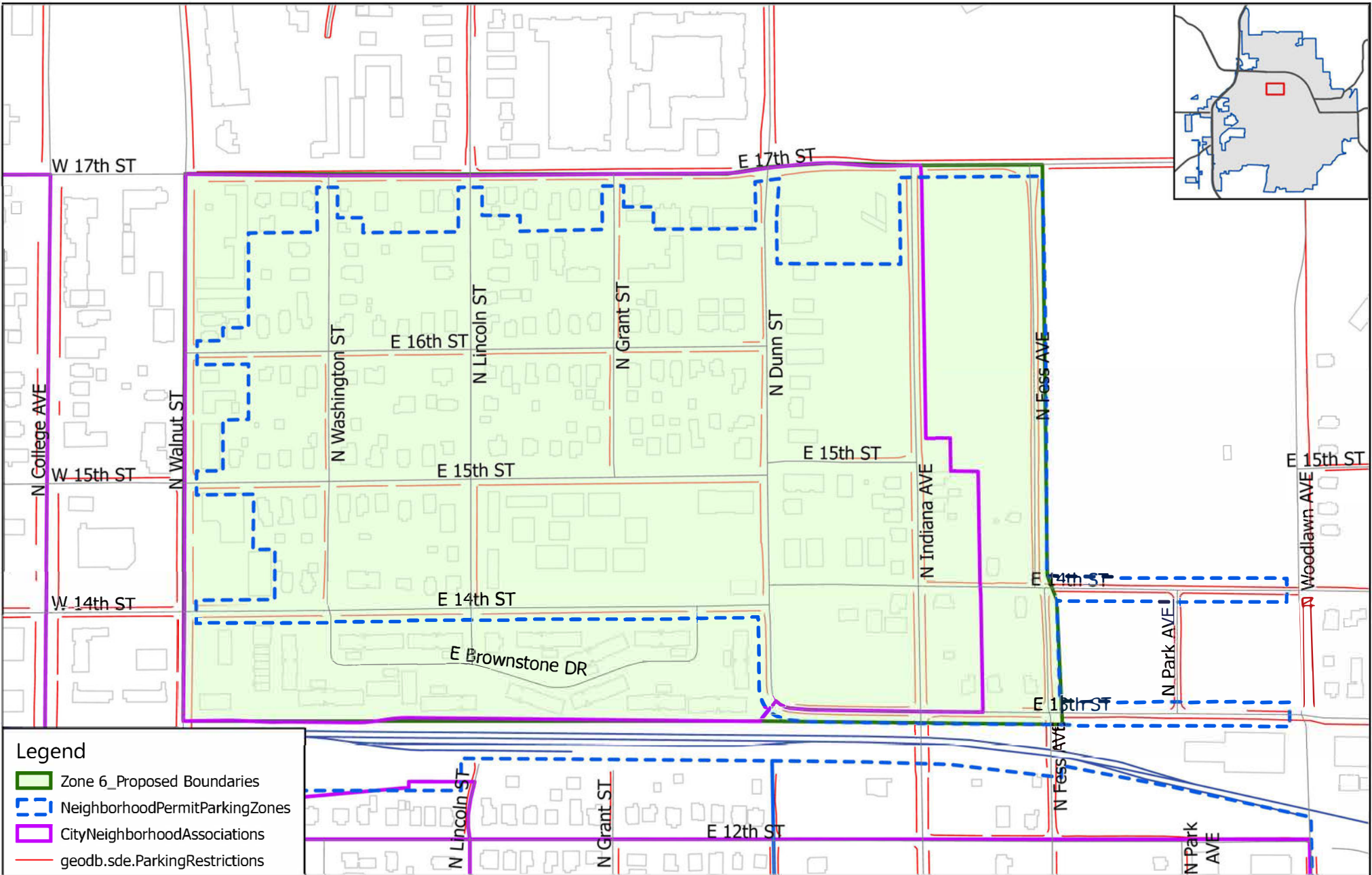


Residential Neighborhood Permit Parking Zone 6 Boundaries Changes



For use as map information only, information is NOT warranted.





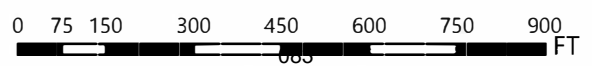
Legend

- Zone 6_Proposed Boundaries
- NeighborhoodPermitParkingZones
- CityNeighborhoodAssociations
- geodb.sde.ParkingRestrictions



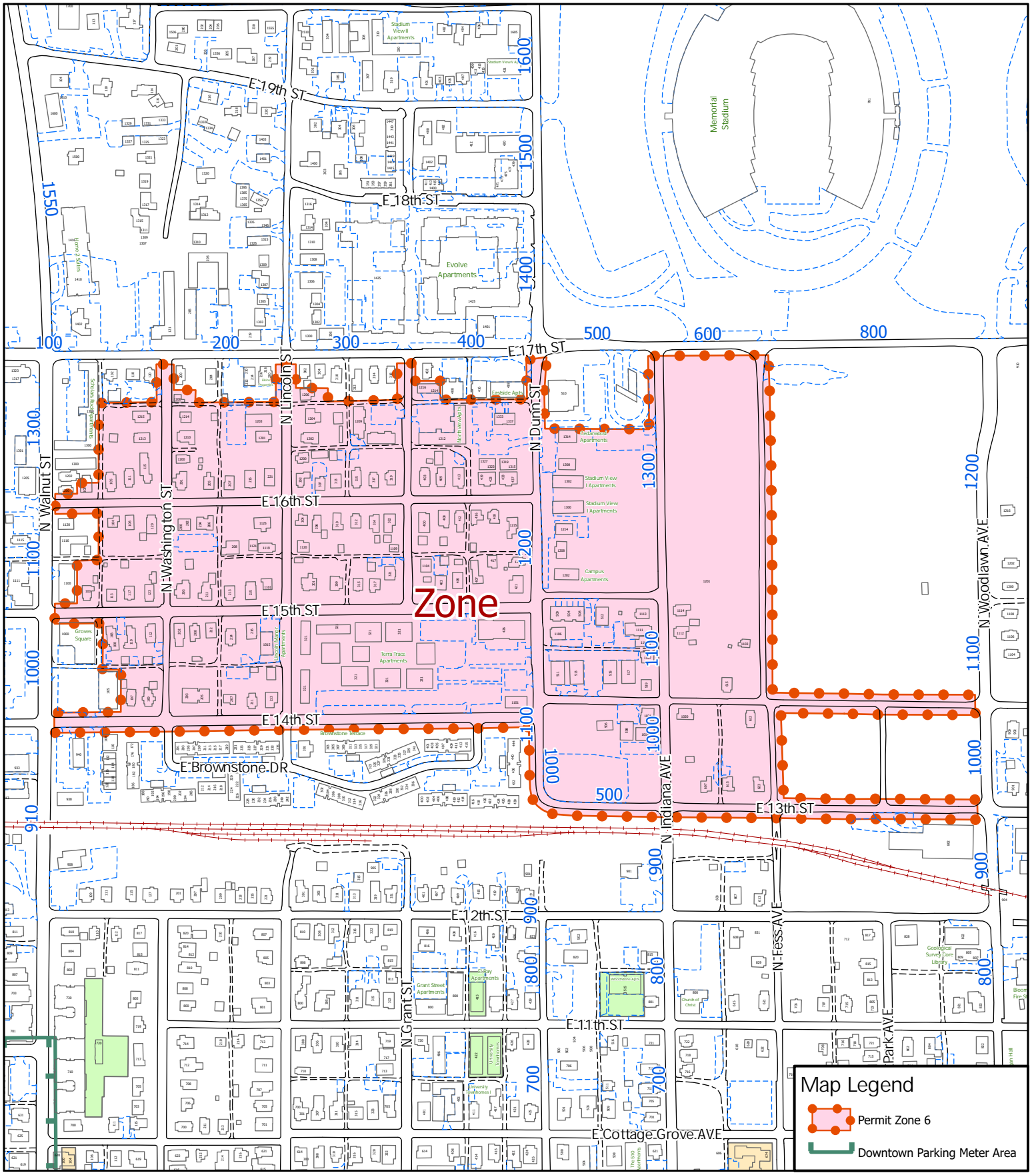
Residential Neighborhood Permit Parking Zone 6

Boundaries Changes



For use as map information only, information is NOT warranted.





Map Legend

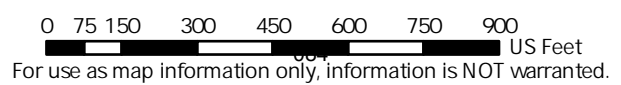
- Permit Zone 6
- Downtown Parking Meter Area

Residential Permit Parking

Zone 6



Parking Services



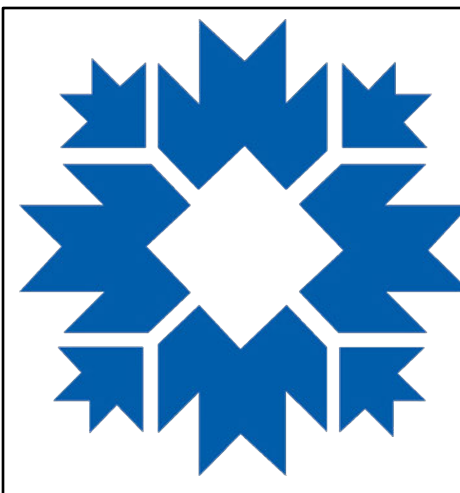
For use as map information only, information is NOT warranted.

Produced: 3/1/2022
Author: creek



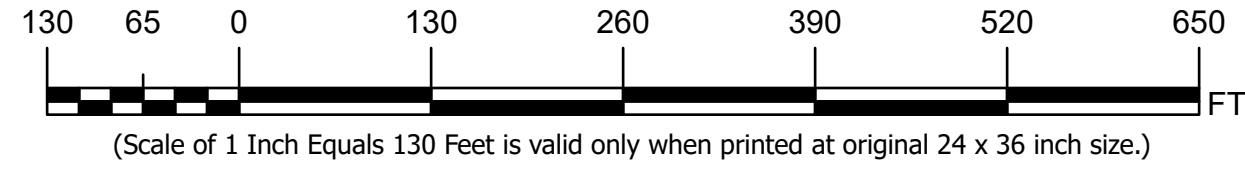
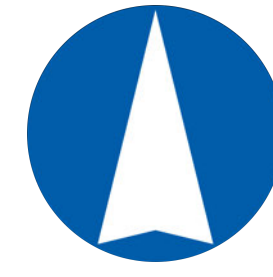
Project: ResidentialPermitParkingZonesLP

File: Zone 6



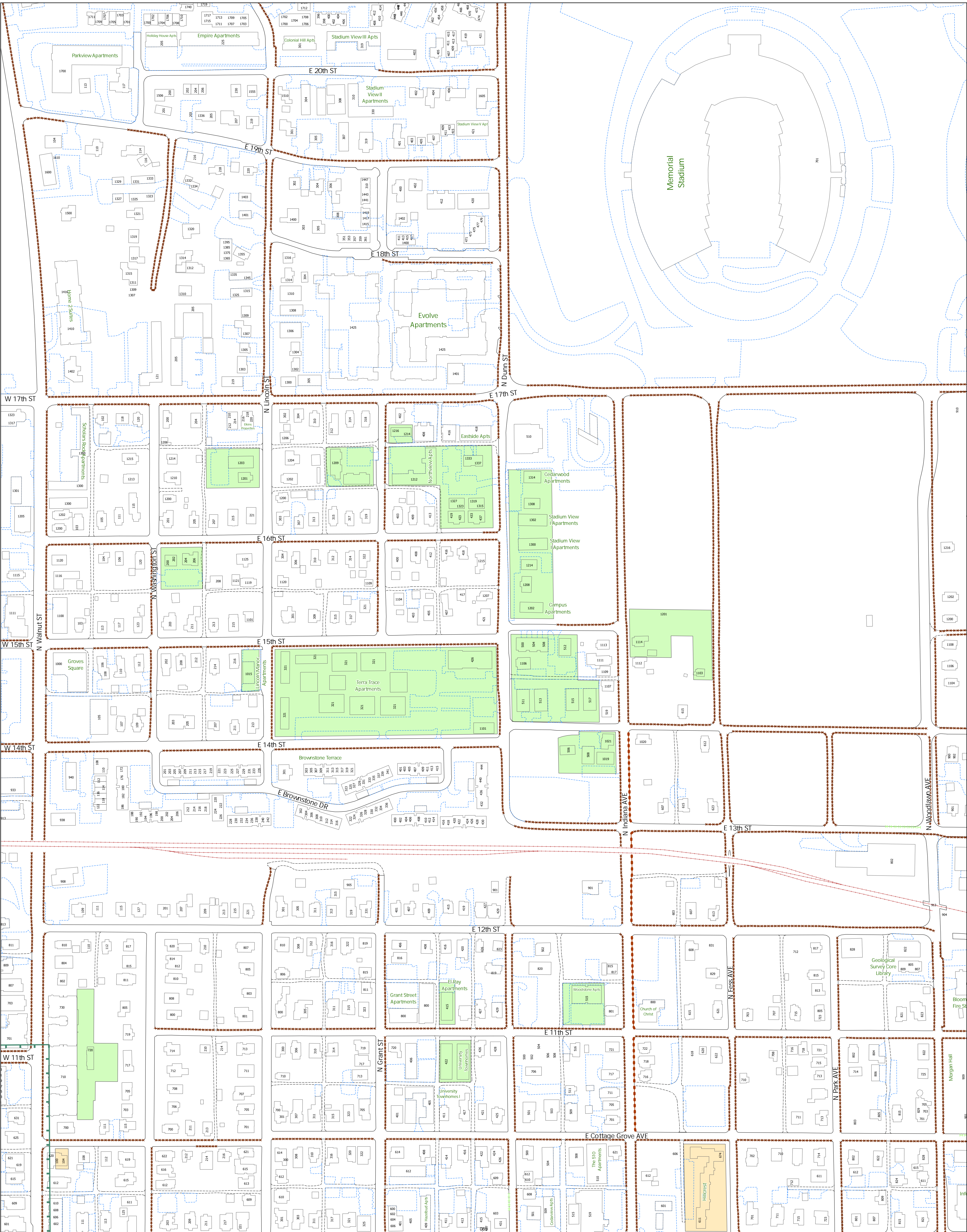
Map Legend

- Permit Zone 6
- Excluded Area
- Qualifying Area
- Other Restriction
- Combination Parking Zone
- Metered Parking Zone
- No Parking Anytime
- No Parking Posted Times
- Time Restricted Parking
- City Parking Facility



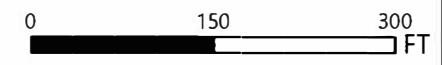
March 1st, 2022

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 The Corporation boundary reflects annexations effective January 1, 2002.



**Garden Hill
Neighborhood
Association**

Neighborhood Associations
 Garden Hill

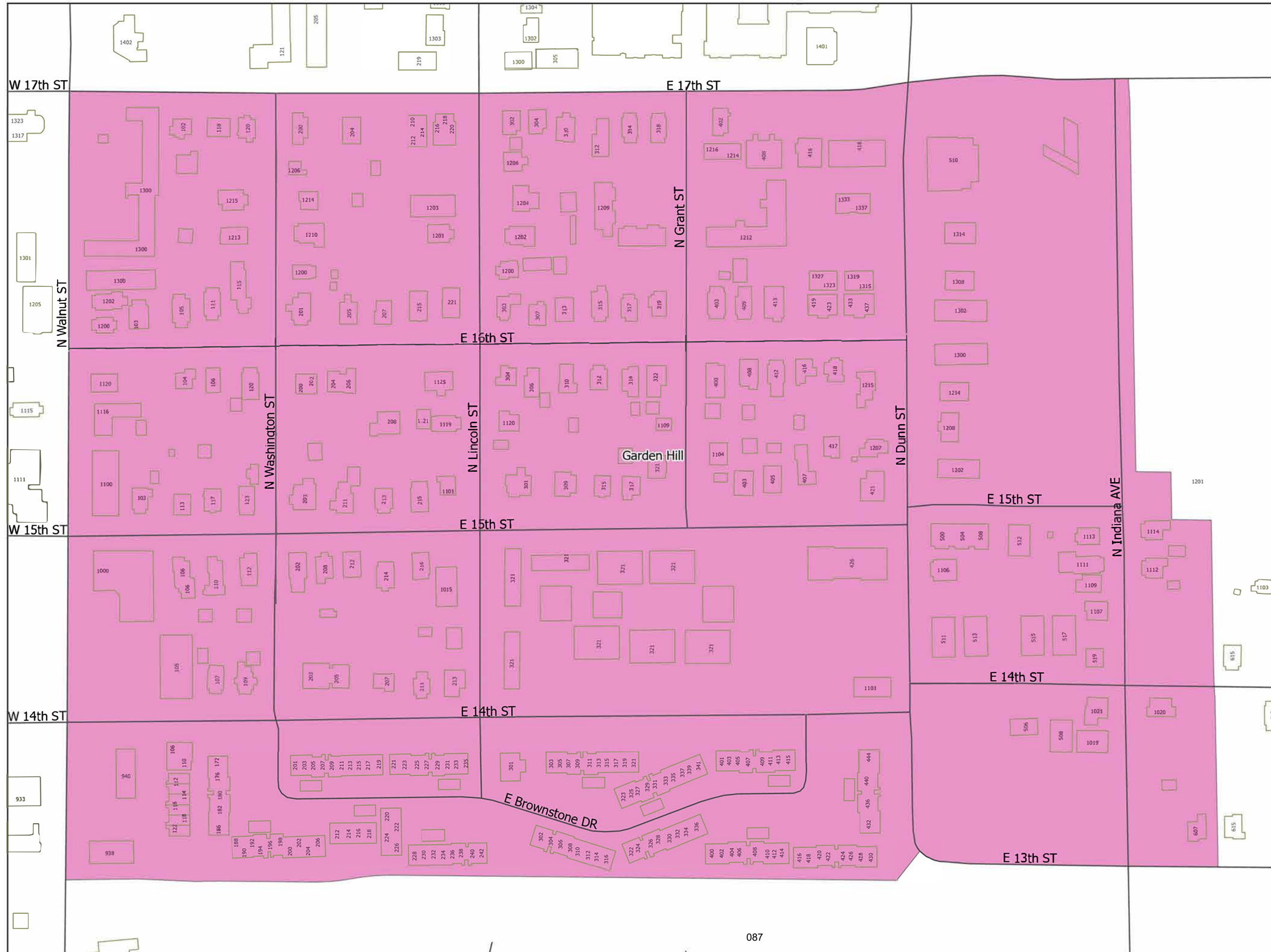


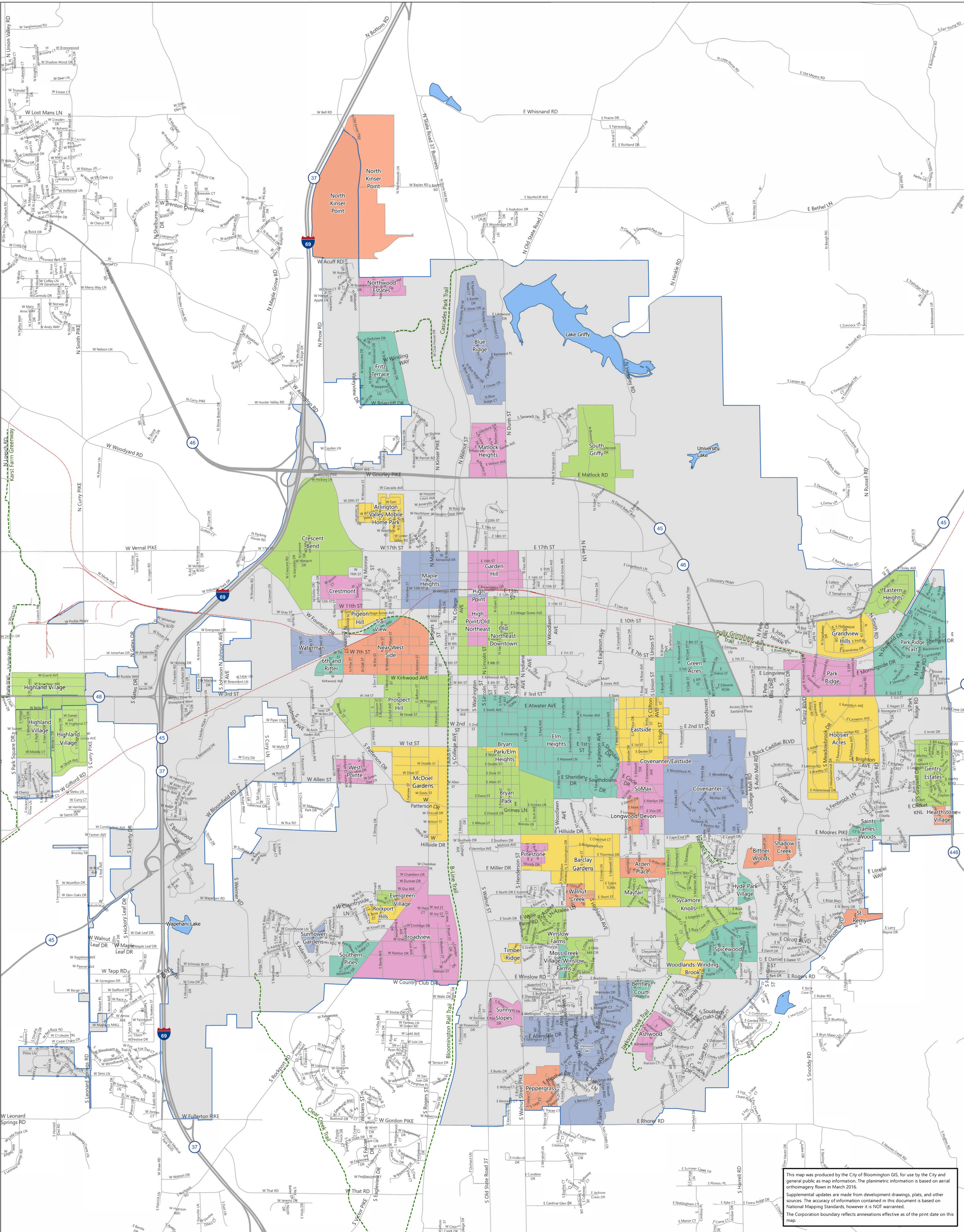
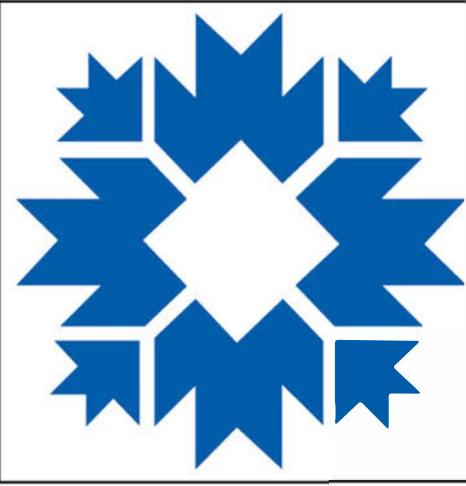
Produced: 4/7/2022



Project: NeighborhoodAssociationsLocations
 Layout: NeighborhoodAssociation_B

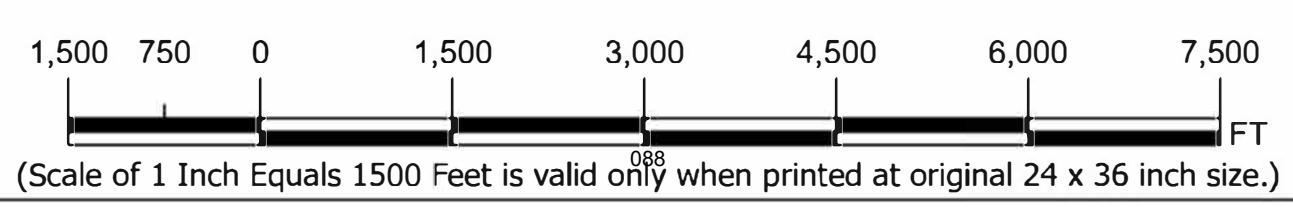
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 information is NOT warranted.





This map was produced by the City of Bloomington GIS, for use by the City and general public as map information. The planimetric information is based on aerial orthorectified imagery from March 2016. Supplemental updates are made from development drawings, plats, and other sources. The accuracy of information contained in this document is based on National Mapping Standards, however it is NOT warranted. The Corporation boundary reflects annexations effective as of the print date on this map.

Map Legend
 Municipal Boundary



Produced: 4/8/2022



Layout: NeighborhoodAssocDP
 Project: NeighborhoodAssociationsLayouts

Section 9

Adding Pay-by-Phone Parking Spaces on the North Side of E. 13th Street between N. Fess Avenue and N. Woodlawn Avenue. (Blue Areas on Map)

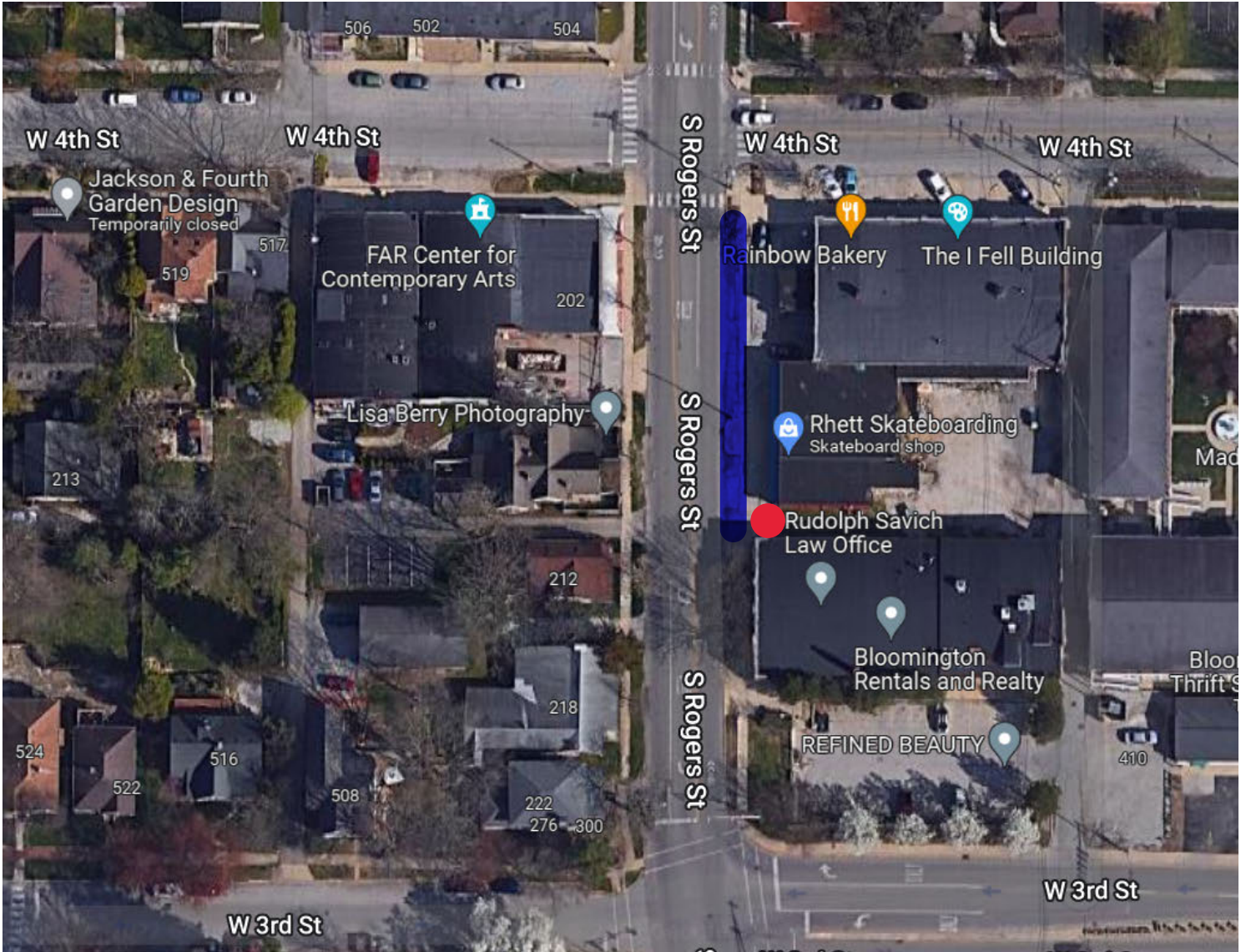


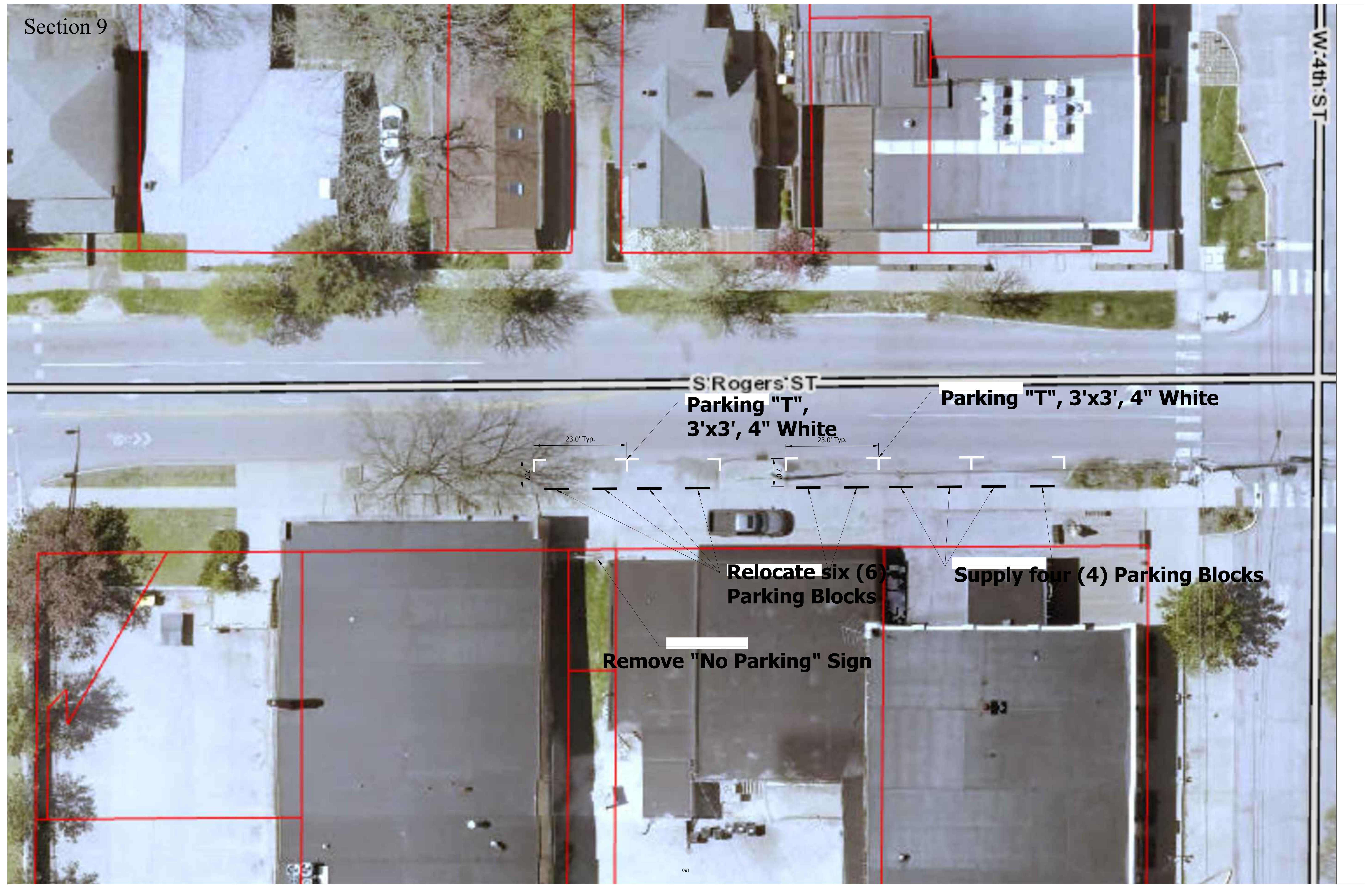
The above map and photo from September 2019 show E. 13th Street between N. Woodlawn Avenue and N. Fess Avenue.

Section 9

-Adding Pay-by-Phone Parking Spaces on the East side of 200 S. Rogers Street between W. 3rd Street and W. 4th Street (Blue Area on Map)

-Removing No Parking Sign on the East side of 200 S. Rogers Street (Red Area on Map)





S Rogers ST

Parking "T",
3'x3', 4" White

Parking "T", 3'x3', 4" White

23.0' Typ.
7.0'

23.0' Typ.
7.0'

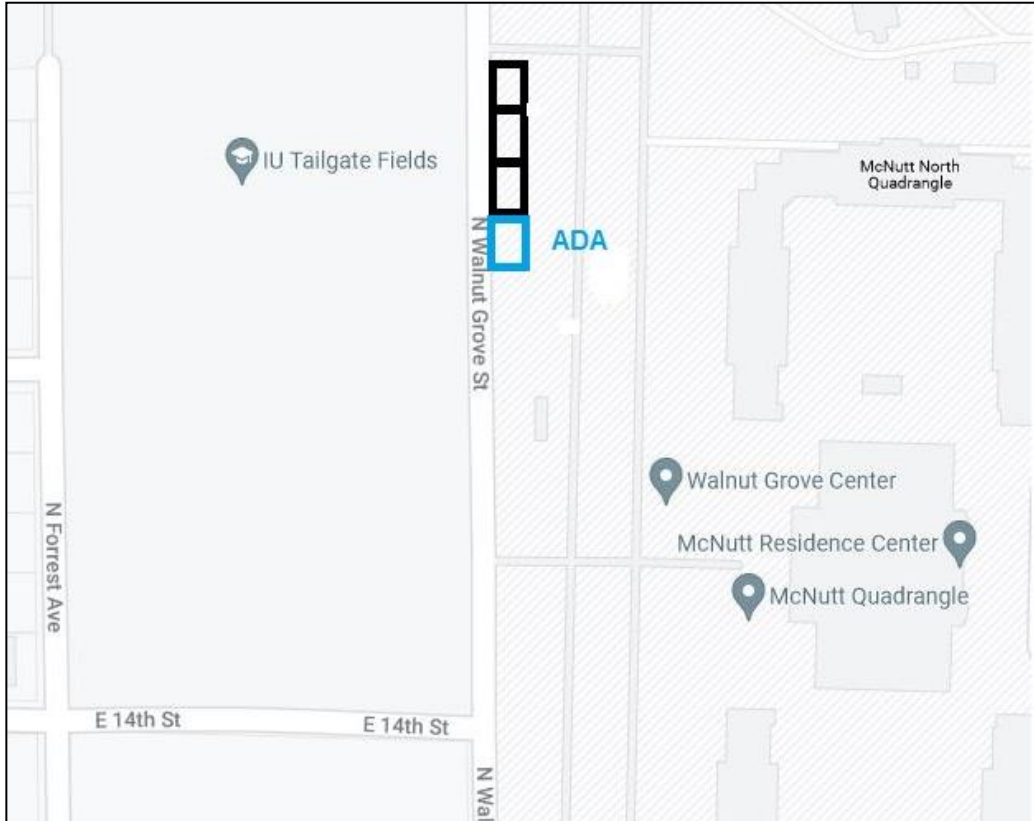
Relocate six (6)
Parking Blocks

Supply four (4) Parking Blocks

Remove "No Parking" Sign

Section 9

Adding Pay-by-Phone Parking Spaces on the East Side of 1100 N. Walnut Grove Street



The above map and photo show 1100 N. Walnut Grove Street