



**CITY OF
BLOOMINGTON**
HOUSING AND NEIGHBORHOOD DEVELOPMENT

BHPC MEETING PACKET

Thursday October 13, 2022

5:00 p.m. EST

Prepared by HAND Staff

In Person: The McCloskey Room, 401 N Morton St., Ste. 135, Bloomington, IN 47404

Zoom: <https://bloomington.zoom.us/j/95852185508?pwd=M3J2aDgrdjdXaWh1QUN3eWRKYThKQT09>

Meeting ID: 958 5218 5508

Passcode: 082945

One tap mobile

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Bloomington Historic Preservation Commission Meeting

Zoom: <https://bloomington.zoom.us/j/95852185508?pwd=M3J2aDgrdjdXaWh1QUN3eWRKYThKQT09>

Meeting ID: 958 5218 5508 Passcode: 082945

Thursday October 13, 2022, 5:00 P.M.

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES
 - A. September 22, 2022
- IV. CERTIFICATES OF APPROPRIATENESS
 - Staff Approval
 - A. COA 22-75
1107 E 1st St. (Elm Heights Historic District)
Petitioner: Hanna Brown, Cornett Roofing Systems
New roof and flashing
 - Commission Review
 - B. COA 22-72
642/600 Block N Madison St. (Showers Brothers Furniture Complex Local Historic District)
Petitioner: The Kiln Collective
Resubmittal of COA 20-13 for restoration and vertical expansion
 - C. COA 22-76
308 S Maple St. (Greater Prospect Hill Historic District)
Petitioner: Kayle St. Denis and Jim Higgins
Backyard picket fence
 - D. COA 22-78
717 N Maple St. (Maple Heights Historic District)
Petitioner: Douglas Wells
Full Demolition of a carport
- V. DEMOLITION DELAY
 - A. DD 22-16
1109 N College Ave. (Contributing)
Petitioner: Laura Hammond
Full Demolition
- VI. NEW BUSINESS
- VII. OLD BUSINESS
- VIII. COMMISSIONER COMMENTS
- IX. PUBLIC COMMENTS ANNOUNCEMENTS
- X. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3429 or email, human.rights@bloomington.in.gov.

Next meeting date is March 11, 2022 at 5:00 P.M. and will be a teleconference via Zoom.

Posted: 10/7/2022

Bloomington Historic Preservation Commission Meeting

Zoom:

<https://bloomington.zoom.us/j/95852185508?pwd=M3J2aDgrdjdXaWh1QUN3eWRKYThKQT>

09

Meeting ID: 958 5218 5508 Passcode: 082945

Thursday September 22, 2022, 5:00 P.M.

MINUTES

I. CALL TO ORDER

Meeting was called to order by **Chair John Saunders @ 5:00 p.m.**

II. ROLL CALL

Commissioners Present:

John Saunders (Present)

Doug Bruce (Present)

Allison Chopra (Present)

Daniel Schlegel (Present)

Reynard Cross (Present)

Elizabeth Mitchell (Present)

Advisory Members Present:

Chris Sturbaum (Electronic)

Duncan Campbell (Present)

Staff Present:

Gloria Colom, HAND (Present)

John Zody, HAND (Present)

Brent Pierce, HAND (Present)

Chris Wheeler, City Legal (Electronic)

Alex Crowley, ESD (Present)

Guest Present:

CATS (Present)
Brad, The Kiln Collective (Present)
Tim Vinson Chastain (Electronic)
Wade Eric Johnson (Electronic)

III. APPROVAL OF MINUTES

A. September 8, 2022

Sam DeSollar made a motion to approve **September 08, 2022 minutes**.

Daniel Schlegel seconded.

Motion Carries: 5 Yes (Schlegel, DeSollar, Saunders, Mitchell, Cross), 0 No, 2 Abstain (Chopra, Bruce)

IV. CERTIFICATES OF APPROPRIATENESS

Commission Review

A. **COA 22-72**

642/600 Block N Madison St. (Showers Brothers Furniture Complex Local Historic District)

Petitioner: The Kiln Collective

Resubmittal of COA 20-13 for restoration and vertical expansion, with requested information

Gloria Colom gave presentation. See packet for details.

Allison Chopra asked what the **Kiln Collective** was. **Sam DeSollar** asked if the **Petitioner** what was at the top of the building that looked like a box, and also what was behind the structure. The **Petitioner** explained that it was a cooling unit. Discussion ensued about this part of the addition. See packet for details.

Elizabeth Mitchell also asked about the cooling system at the back of the structure. **Duncan Campbell** asked if they were looking at both phases to approve or just this phase. **Gloria Colom** stated that it would be for the entire project, but the 2nd phase may not happen. More discussion ensued. See packet for details. **Allison Chopra** asked what the standard of review for this project. **Gloria Colom** stated that the **Petitioner** did submit plans for the entire project. **Chris Wheeler** stated that there was not anything in the code that spelled out what a standard of review is in a legal sense, you just simply approve or deny or modify. There is no criteria that has to be met.

Doug Bruce commented that he was glad to see something happen with this building. More discussion ensued about the timelines of the project and how phase two would factor in. See packet for details. **Chris Sturbaum** commented that the thought the biggest idea is compatibility. This may be more compatible than phase two, and that he likes this phase. **Duncan Campbell** commented that the back of the structure should be built like what he saw from the first approval. More discussion ensued. See packet for details.

Sam DeSollar made a motion to **extend the approval period for another 30 days.**

Daniel Schlegel seconded.

Motion Carries: 7 yes (Bruce, Schlegel, DeSollar, Saunders, Mitchell, Chopra, Cross)

B. COA 22-73

514 W Kirkwood Ave. (Parker-Hawkins House Local Historic District)

Petitioner: Tim Vinson-Chastain, Brawley Property Management

Redesign of the parking lot and garden.

Gloria Colom gave presentation. See packet for details.

Sam DeSollar asked if the **Petitioner** was going to maintain the existing fences.

Tim Vinson Chastain stated that they looked to replace the fencing on the south side and the neighbor had already replaced a portion.

Doug Bruce made a motion to **approve COA 22-73.**

Allison Chopra seconded.

Motion Carries: 7 Yes (Cross, Chopra, Mitchell, Saunders, DeSollar, Schlegel, Bruce), 0 No, 0 Abstain.

C. COA 22-74

115 N College Ave. (Courthouse Square Historic District)

Petitioner: Wade Eric Johnson

New Signage

Gloria Colom gave presentation. See packet for details.

Wade Eric Johnson gave details about the project.

Allison Chopra asked if the **Petitioner** got a quote for the wood. The **Petitioner** stated that he had two different quotes. **Sam DeSollar** asked the **Petitioner** if he was going to use the existing wood sub straight.

Doug Bruce made a motion to **approve COA 22-74**.

Sam DeSollar seconded.

Motion Carries: 7 Yes (Cross, Chopra, Mitchell, Saunders, DeSollar, Schlegel, Bruce), 0 No, 0 Abstain.

V. DEMOLITION DELAY

A. DD 22-16

1109 N College Ave (Contributing)

Petitioner:

Full Demolition

Gloria Colom explained that she had not been able to spend the time that she wanted with this project, and would like to ask for more time to research this structure.

Allison Chopra made a motion to **Table DD 22-16**.

Reynard Cross seconded.

Motion Carries: 7 yes (Bruce, Schlegel, DeSollar, Saunders, Mitchell, Chopra, Cross), 0 No, 0 Abstain.

VI. NEW BUSINESS

923 E University St. (Elm Heights Historic District)

Petitioner: Doug Bruce

Garage restoration and expansion consultation

Doug Bruce gave presentation. See packet for details.

VII. OLD BUSINESS

VIII. COMMISSIONER COMMENTS

IX. PUBLIC COMMENTS ANNOUNCEMENTS

X. ADJOURNMENT

Meeting was adjourned by John Saunders @ 7:00 p.m.

END OF MINUTES

Video record of meeting available upon request.

STAFF APPROVALS	Address: 1107 E 1st St.
COA 22-75	Petitioner: Hanna Brown, Cornett Roofing Systems
Application Date: 9/12/2022	Parcel: 53-08-04-116-003.000-009
RATING: NOTABLE	Survey: c. 1938, Tudor Revival



Background: Elm Heights Historic District

Request: *New roof and flashing*

Guidelines: Elm Heights Historic District Guidelines

- A change in the appearance, either shape or materials, of a roof or roof feature, including guttering.
- Replace only the deteriorated portion of a historic roof and use substitute materials only if using the original material is not technically feasible. If full replacement is necessary, replace it “in kind,” matching the original in materials, scale, detail, pattern, and design.
 - If a historic roof feature is completely missing, replace it with a new feature based on accurate documentation of the original feature or a new design compatible in scale, size, material, and color with the historic building and district.
 - If new gutters and downspouts are needed, install them so that no architectural features are lost or damaged. For modest postwar roofs, galvanized metal may be an appropriate choice. Retain the shape of traditional half-round gutters and down spouts. Historically, copper guttering is not painted.

- When attempting to introduce new roof features such as skylights, dormers, or vents, locate them so as to minimize damage to the historic roof design, character-defining roof materials, or the character of the historic district.
- Install equipment such as solar collectors or antennae in locations that do not compromise roofs of significant durability (clay or slate) and on roof slopes less visible from the street.

Staff Approval:

- The new roofing and flashing complies with the Elm Heights Historic District guidelines.
- The flashing will be reconfigured slightly and be more visible than before. However, the changes were necessitated in order to better protect the roof from future water damage.

**APPLICATION FORM
CERTIFICATE OF APPROPRIATENESS**

Case Number: COA 22-75

Date Filed: 9/12/2022

Scheduled for Hearing: 9/12/2022

Address of Historic Property: 1107 E 1st St, Bloomington, IN 47401

Petitioner's Name: Cornett Roofing Systems

Petitioner's Address: 1442 Amy Lane, Franklin, IN 46132

Phone Number/e-mail: hanna@cornettroofing.com

Owner's Name: William and Marleen Newman

Owner's Address: 1107 E 1st St, Bloomington, IN 47401

Phone Number/e-mail: 8123604825

Instructions to Petitioners

The petitioner must attend a preliminary meeting with staff of the Department of Housing and Neighborhood Development during which the petitioner will be advised as to the appropriateness of the request and the process of obtaining a Certificate of Appropriateness. The petitioner must file a "complete application" with Housing and Neighborhood Department Staff at least twelve (12) days before a scheduled regular meeting. The Historic Preservation Commission meets the second Thursday of each month at 5:00 P.M. in the McCloskey Room (meetings are currently held via Zoom until further notice. The link is sent the week before the meeting). The petitioner or his designee must attend the scheduled meeting in order to answer any questions or supply supporting material. You will be notified of the Commission's decision and a Certificate of Appropriateness will be issued to you. Copies of the Certificate must accompany any building permit application subsequently filed for the work described. If you feel uncertain of the merits of your petition, you also have the right to attend a preliminary hearing, which will allow you to discuss the proposal with the Commission before the hearing during which action is taken. Action on a filing must occur within thirty days of the filing date, unless a preliminary hearing is requested.

Please respond to the following questions and attach additional pages for photographs, drawings, surveys as requested.

A **“Complete Application”** consists of the following:

1. A legal description of the lot. Slate/Copper roof repair

2. A description of the nature of the proposed modifications or new construction:
see attached scope. Replacing copper with copper and slate with slate.

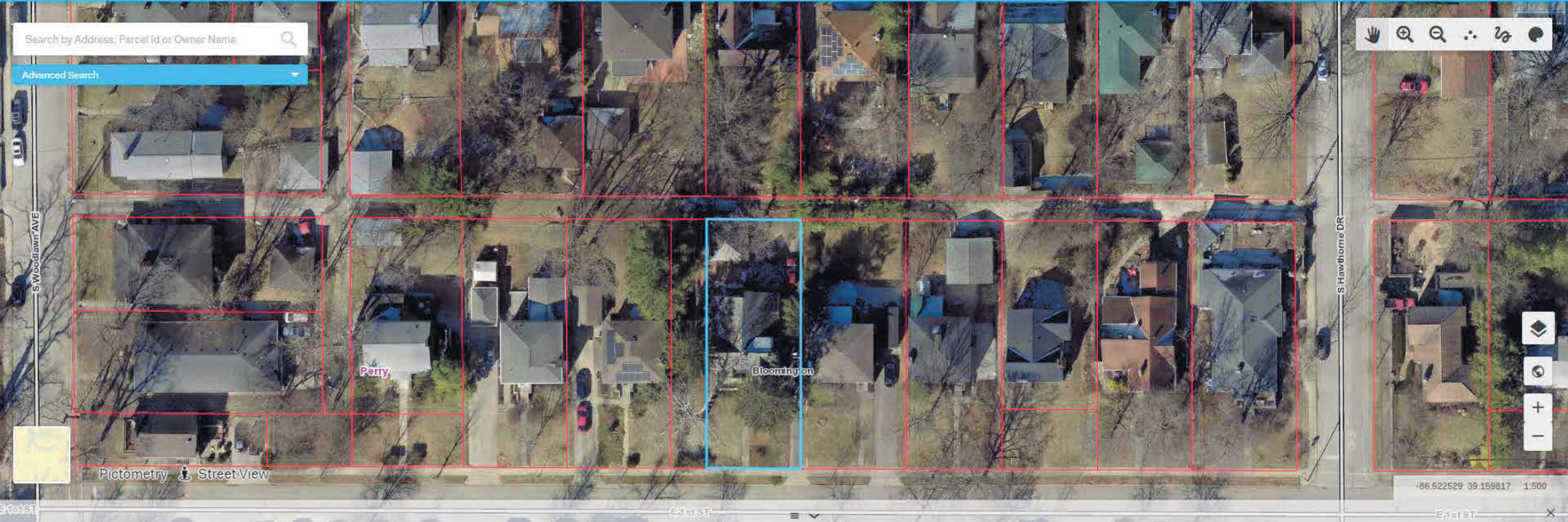
3. A description of the materials used.
Slate and copper.

4. Attach a drawing or provide a picture of the proposed modifications. You may use manufacturer’s brochures if appropriate.

5. Include a scaled drawing, survey or geographic information system map showing the footprint of the existing structure and adjacent thoroughfares, Geographic Information System maps may be provided by staff if requested. Show this document to Planning Department Staff in order to ascertain whether variances or zoning actions are required.

6. Affix at least three photographs showing the existing full facade at each street frontage and the area of modification. If this petition is a proposal for construction of an entirely new structure or accessory building, include photographs of adjacent properties taken from the street exposure.

If this application is part of a further submittal to the Board of Zoning Appeals for a Conditional Use or development standard variance, please describe the use proposed and modification to the property which will result.



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Parcels

Parcel Number (18-digits)	Owner Name	Property Street	Property City, St & Zip	Legal Acreage	Tax 10
<input checked="" type="checkbox"/> 53-08-04-116-003.000-009	Newman, William R & Marleen R	1107 E 1st ST	Bloomington, IN 47401-5005	0.15	015-25030-00





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Contract Version 6.22.21

PAGE 1

Slate Roof Report

Marlene Newman
1107 East 1st Street
Bloomington, IN 47401

Keith Waller
Cell: 317-800-5941
Keith@cornettroofing.com

Proposal Issue Date: 5/4/2022

To Whom It May Concern:

Thank you for the opportunity to provide my expertise and experience to your upcoming roofing project. In this roof analysis report, you will find photographs of the conditions and issues I encountered, along with some options to address them. Please don't hesitate to give me a call should you have any questions or concerns that I can answer.

Cornett Roofing Systems is a Midwest leader in the installation and repair of metal, slate, tile, copper and solar roofing solutions. Celebrating our 30th year in business in 2021, Cornett Roofing has a reputation for using the highest quality materials, having experienced and trained roof specialists, and providing timely customer service.

If you would like to proceed with the project detailed in this report, simply sign the terms and conditions page, along with the cancellation and disclaimer documents, and either fax them to 317-738-0004 or email them to hanna@cornettroofing.com. Again, if you have any questions or concerns, please give me a call or email to discuss.

We thank you once again for the opportunity to serve your roofing needs!

Regards,

Keith Waller
Cornett Roofing
Sales Manager





Slate to be removed, new ice and water shield installed, slate re-installed



Ridge to be removed, flashing installed, slate re-installed – 16 ounce copper flashing



Copper to be removed and replaced with new 16 ounce copper



Copper to all be removed and replaced inside "pool" – detail on top of parapet coping to extend over edge 1"



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PAGE 4

Proposal submitted to "OWNER": Marlene Newman

For Work at the following "PROJECT": 1107 East 1st Street, Bloomington, IN 47401

Date Submitted: 5/4/2022

Expiration Date: 30 Days

SCOPE OF WORK: Cornett Restoration, LLC DBA Cornett Roofing Systems ("CORNETT") agrees to perform the following "WORK"

- Remove slate as shown in red area on page 2 of slate roof report
- Install new 16 ounce copper flashing underneath slate ridge – slate detail to be put back in to place for historical reasons
- Remove copper flat seam “pool” inside parapet walls
- Install full layer of MSA hot temp self-adhering underlayment on deck of “pool” and decking where slate was removed
- Install new 16 ounce copper flat seam in “pool” and bring copper over parapet walls and come down 1” on limestone, solder all joints
- Re-install existing slate replacing broken slate with reclaimed/new to match existing size and colors
- Clean up debris
- Total Project Cost: **\$16,987.00**

*Permit and any government jurisdiction fees will be billed separately per Section 1 of Terms & Conditions

*Cornett Roofing tries to highlight broken slate and tile in the designated pictures, only the broken/missing pieces will be repaired

Upon acceptance (as indicated by signature below), this Proposal, including all provisions contained herein and in the attached Contract Terms and Conditions, Disclaimer and/or Exhibits, shall become the "Contract".

Contract Price. The above Total Project Cost, plus any and all options, is \$16,987.00 (the "Contract Price"). Owner agrees to pay the Contract Price as follows: 30% due upon acceptance of signed agreement, 30% due upon delivery of materials, 30% due upon 50% completion and balance due upon completion.

Dates of Work. Absent circumstances unforeseen by or beyond the control of Cornett, Work will commence within 2-40 WEEKS and will be completed in 3-7 days. In addition to the contingencies set forth in the attached Terms and Conditions, the following contingencies may materially change the approximate commencement/completion dates: weather or the discovery of unseen damage. *Installation time can vary due to copper shortages.

Additional Work. As directed by Owner and/or as otherwise required by Cornett, any additional work not covered under this Contract shall be charged at \$100.00 per man hour plus cost of materials.

CORNETT Contact. If Owner has any problems or inquiries regarding the Work, Owner should contact the following individual(s): Amanda Moore by phone/email at amanda.moore@cornettroofing.com or 317.738.0005.

Cancellation of the Contract. You may cancel this Contract at any time before midnight on the third business day after the later of the following:

- (A) The date this Contract is signed by you and CORNETT.
- (B) If applicable, the date you receive written notification from your insurance company of a final determination as to whether all or any part of your claim or this contract is a covered loss under your Insurance policy. See attached notice of cancellation form for an explanation of this right.

See Notice of Cancellation for an explanation of this right.

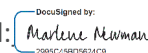
Subcontractors. In performing the Work, CORNETT will utilize third parties such as subcontractors, vendors, or other persons who are not a party to this Contract to furnish labor, services, material, equipment, or machinery to, or on behalf of, CORNETT. Neither CORNETT nor its subcontractors, vendors or any other persons it may hire may initiate or pursue a claim with the Owner’s insurance company.

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING SHEET. THIS PROPOSAL SHALL BE AUTOMATICALLY WITHDRAWN, VOID AND OF NO EFFECT UNLESS SIGNED BELOW BY OWNER AND DELIVERED TO CORNETT BY THE “EXPIRATION OF PROPOSAL DATE” ABOVE.

CORNETT RESTORATION, LLC DBA CORNETT ROOFING

ACCEPTED BY:

Signed:  _____
 Printed: Keith Waller
 Date: 5/11/2022

Signed:  _____
 Printed: Marlene Newman
 Date: 5/11/2022

CONTRACT TERMS AND CONDITIONS: Unless otherwise specified herein, the following additional provisions are expressly incorporated into this Contract:

1. **Contract Documents, Permits and Fees.** The signed Proposal, including all provisions contained therein and, in these Terms, and Conditions and the Disclaimer and/or Exhibits, comprise the "Contract". The plans, specifications, schedules, drawings, and any other document which forms or governs CORNETT's Contract with OWNER, shall be collectively referred to as the "Contract Documents" and are hereby made a part of the Contract, together with all laws, codes, regulations, rulings, orders and specifications now in effect or which may be adopted, applicable or pertaining to the Work required in the Contract. The Work described in this Contract shall be done in accordance with the Contract Documents. In the case of conflict between or among the Contract Documents, the provisions of this Contract shall control. All required building permits will be paid for by OWNER and obtained by CORNETT. All other charges, taxes assessments, fees etc., of and kind whatsoever, required by any government body, telephone or utility company or the like shall be paid for by OWNER.
2. **Change Orders.** Should OWNER, construction lender, or any government body or inspector require any modification to the Work covered under this Contract, any cost incurred by CORNETT shall be added to the Contract Price as extra work and OWNER agrees to pay CORNETT its normal selling price for such extra work. All extra work as well as any other modifications to the original Contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this Contract and shall be incorporated herein. Unless otherwise agreed, the cost of changed or additional work shall be determined based on the costs of those performing the changed or additional work plus a reasonable allowance for home office overhead and profit equal to fifteen percent (15%) of the estimated cost of the changed or additional work. If the OWNER requests CORNETT to submit a proposal for a change in the work and then elects not to proceed with the change, a Change Order shall be issued to reimburse CORNETT for any costs incurred in relation to design or construction services provided by CORNETT.
3. **OWNER's Responsibility: Insurance etc.** OWNER is responsible for the following: (1) to see that CORNETT has all necessary water, electrical power, and access to premises. (2) to provide a storage area on the premises for equipment and materials. (3) to relocate and protect any item that prevents CORNETT from having free access to the work areas such as but not limited to TV or radio antennas, cable dish, vehicles, tools or garden equipment. In the event that OWNER fails to relocate such items, contractor may relocate these items as required but in no way, is CORNETT responsible for damage to these items during their relocation and during the performance of the Work. (4) to obtain permission from the owner(s) of adjacent property(ies) that CORNETT must use to gain access to the work areas. OWNER agrees to be responsible and to hold CORNETT harmless and accept any risk resulting from the use of adjacent property by CORNETT. (5) to correct any existing defects. CORNETT shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations. (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum of at least equal to the Contract Price, prior to and during performance of this Contract. If the Project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, any Work or material supplied by CORNETT in reroofing or restoring the Project shall be paid for by OWNER as extra work.
4. **Delays.** CORNETT shall not be held responsible for any damage occasioned by delays resulting from: work done by OWNER or OWNER's subcontractors, extra work, acts of OWNER or OWNER's agent including failure of OWNER to make timely progress payments or payments for extra work, or events beyond the control of CORNETT, including but not limited to shortages of or delays in material, labor shortages, breakage or accidents to equipment, machinery or other facilities, partial or complete failure of necessary utilities, bad weather, fire, strike, war or acts of terrorism, governmental regulations or orders, riots or other civil disturbance, epidemics, or any other contingencies unforeseen by CORNETT or beyond CORNETT's reasonable control.
5. **Indemnification.** To the fullest extent permitted by law, OWNER shall indemnify, hold harmless and defend at its own expense, CORNETT and all persons acting for or on behalf of CORNETT from and against any and all claims, demands, suits, causes of actions, and liability of any nature or kind whatsoever, including but not limited to, any and all damages, losses, costs and expenses, including attorney's and consultant's fees and expenses, injury to person or property, or economic loss, in any manner arising from, in connection with or incidental to the performance of the Contract, regardless of whether such claim, demand, suit, cause of action, liability, damage, loss, cost or expense is caused in part by any joint, several or comparative, but not sole, negligent act or omission, breach of contract, breach of warranty, strict liability, or other breach of duty by CORNETT and all persons acting for or on behalf of CORNETT.
6. **Surplus Materials and Salvage.** Any surplus materials left over after this Contract has been completed are the property of CORNETT and will be removed by same. No credit is due OWNER on returns for any surplus materials because this Contract is based upon a completed job. All salvage resulting from Work under this Contract is the property of CORNETT.
7. **Cleanup & Advertising.** Upon completion, and after removing all debris and surplus materials, wherever possible, CORNETT will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt or small bits of materials that settle into attics, garage areas, or any other areas being worked over with open beam ceilings or no attic, is unavoidable and CORNETT shall not be responsible for this cleanup. CORNETT recommends that OWNER lay out drop cloths to protect such areas whenever OWNER's discover debris infiltration. OWNER hereby grants to CORNETT the right to display signs and advertise at the job site for the period stating at the date of signing of this Contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. The displaying of signs is subject to said advertising not otherwise interfering with municipal restrictions. OWNER grants CORNETT the right to take and publish photos of the property and/or the Project street address to be used on a "reference" list, website, or other advertising information which may give to prospective customers of CORNETT.
8. **Concealed damage & dry rot.** CORNETT will inform OWNER of any dry rot or other sub-roof deterioration which is concealed and is discovered during the Work. CORNETT is not responsible to repair any such discovered deterioration and any Work done by CORNETT to remedy such discovered deterioration will only be done as extra work in a written change order.
9. **Termites, Pests & Hazardous Substances.** OWNER understands that CORNETT is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for Pests (including Termites). Should any such hazardous substance or Pest be suspected to be present on the premises, it is the OWNER's responsibility to arrange and pay for inspection and abatement. CORNETT cannot certify or warrant your building as being free of hazardous substances or pests.
10. **Mold Exclusion.** OWNER hereby releases CORNETT from any and all claims and damages of all types including but not limited to, property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or related to mold, mildew, fungus, spores or microorganisms of any type, nature, or description or any by product thereof including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

- 11. Means and Methods.** CORNETT shall supervise and direct the Work and have control over construction means, methods, techniques, sequences, and procedures. Unless otherwise provided in the Work description, CORNETT shall provide and pay for all labor, materials, supplies, tools, equipment, machinery, and transportation. CORNETT shall be responsible to the OWNER for the acts and omissions of others performing the Work under a Contract with CORNETT.
- 12. Right to Stop Work and to Withhold Payment on Labor and Materials.** If any payment is not made to CORNETT as per this Contract, CORNETT shall have the right to stop its Work and keep the job idle until all past due progress payments are received. In the event of such Work stoppage, the Contract Price shall be increased by the amount of CORNETT's reasonable costs of shutdown, delay and start up. CORNETT is further held harmless and excused by OWNER from paying any material, equipment and/or labor supplies or any subcontractors (hereinafter collectively call "suppliers"), during the period that OWNER is in arrears in making payments to contractor for bills received during that same period. If these same "suppliers" make demands upon OWNER for payment, OWNER may make such payment on behalf CORNETT and CORNETT shall reimburse or credit OWNER for such amount at such time that OWNER becomes current with CORNETT for all past due payments. OWNER is responsible to verify the true amount owed by CORNETT to these same "suppliers", prior to making payment on behalf of CORNETT. OWNER shall not be entitled, under any circumstances, to collect as reimbursement from CORNETT any amount greater than that exact amount actually and truly owed by CORNETT to these same "suppliers", for work done or materials supplied on OWNER's job. If the Work is stopped, in whole or in part, for a period of 15 days due to the fault or negligence of the OWNER, or by CORNETT due to the OWNER's failure to make payment, or if the OWNER commits a material breach of any of its obligations under this Contract, CORNETT may upon 7 days' written notice to the OWNER, terminate this Contract and recover from the OWNER payment for all Work performed together with any other liabilities, obligations, damages or commitments, reasonable attorney's fees, and lost profits.
- 13. Collection and Legal Fees.** Payment in full (less the down payment) is due upon completion. Invoices unpaid 15 days from the receipt of the invoice shall accrue interest at 18% per annum. If the account should go to our legal department for non- payment you will be responsible for all collection fees, attorney fees and court or arbitration costs arising from this debt.
- 14. Notice.** Adequate and proper notice shall be deemed to have been given by one party to the other under this Contract by means of registered or certified mail evidenced by post office receipt of said certification or registration, when directed to the address of the parties as herein stated or to such other addresses as shall have been submitted by either party to the other in writing during the course of this Contract.
- 15. Owner Representation.** By executing the Contract, OWNER represents and warrants that OWNER is the property owner or the OWNER's agent or spouse with authority to enter into on behalf of the OWNER and sign this Agreement.
- 16. Liens.** ANY PERSON OR COMPANY SUPPLYING LABOR MATERIALS FOR THE WORK PERFORMED ON OWNER'S PROPERTY MAY FILE A LIEN AGAINST OWNER'S PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- 17. Severability.** If any provisions of this Contract should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Contract shall not be affected and shall remain in full force and effect.
- 18. Assignment.** CORNETT shall have the right to assign this Contract to any successor in interest of CORNETT, so long as, OWNER is given thirty (30) days written notice of the assignment. CORNETT shall not assign this Contract to any supplier or third party. OWNER shall have a right of assignment subject to written approval by CORNETT.
- 19. Subcontractors.** CORNETT shall have the right to subcontract Work to be performed under this Contract in its entirety or any portion thereof to any subcontractor without prior notice or approval by OWNER.
- 20. Entire Agreement.** This Contract, together with the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, and all negotiations, conversations, discussions, previous distribution, or value-added reseller agreements hereto between the parties. OWNER hereby acknowledges that it has not been induced to enter into this Contract by any representations or statements, oral or written, not expressly contained herein.
- 21. Amendment.** This Contract may not be modified, amended, rescinded, canceled, or waived in whole or in part, except by written amendments signed by both parties.
- 22. Waiver.** No failure by either party to take any action or assert any right hereunder shall be deemed a waiver of such right in the event of the continuation of repetition of the circumstance giving rise to such rights.
- 23. Notice of Cancellation.** OWNER has the right to cancel this Contract prior to CORNETT beginning Work as contemplated under the terms of this Contract. Notice of cancellation must be given in writing. Upon cancellation, CORNETT shall bill for and OWNER shall be responsible for all services rendered and/or materials ordered to date by CORNETT. Thereafter, CORNETT shall apply any payments made by OWNER to bill and OWNER will pay any difference within 10 days of billing. Due to the fact that all material is custom made for each OWNER, upon cancellation there will be a restocking fee of 30% of the total Contract Price, payable to CORNETT by OWNER. Additionally, OWNER may cancel this Contract at any time before midnight on the third business day after OWNER has received written notification from OWNER's insurance company that all or any part of the claim or Contract is not a covered loss under the insurance policy. See Notice of Cancellation for further explanation of this right.
- 24. Miscellaneous.** This Contract represents the entire and integrated agreement between CORNETT and the OWNER, supersedes all prior negotiations, representations, and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. This Contract shall be governed by the laws of the state of the Job Location. The Contract Price is based on trucks backing up to the roof using the driveway. Under no circumstances shall CORNETT be liable or responsible in any way for any cracking or other damage to the driveway. By agreeing to the terms of this Contract, OWNER is agreeing that Johnson County, Indiana, is the proper venue and jurisdiction over all litigation.



25. **Warranty.** The Work is subject to the following warranties only which begin to run on the date of substantial completion of the Work;

- (a) for Work on full metal roof replacements and other new metal roof construction projects the Work will be free from defects in workmanship for a period of ten years;
- (b) for Work on asphalt roof replacements the Work will be free from defects in workmanship for a period of four years;
- (c) for Work on repair of existing roofs, or other repair projects the Work will be free from defects in workmanship for a period of one year; and
- (d) no workmanship or labor warranty is given for general roof maintenance, gutters, gutter covers, skylights, or other additions outside of the basic roofing system.

The above warranties expressly EXCLUDE damage or defect caused by (i) abuse or neglect, (ii) modifications or alterations to the Work which are not executed by CORNETT, (iii) improper or insufficient maintenance, (iv) improper operation, (v) normal wear and tear and/or normal usage, and (vi) any damage resulting from a non-standard weather event (including but not limited to hailstorms, tornadoes, high winds, excessive rainfall, and ice or snow build-up). Additionally, the above warranties apply only to CORNETT's Work and/or the materials furnished, and it is expressly understood that the warranties do not cover, and CORNETT is not responsible for, any damage to other work or other property, including but not limited to any interior furnishings, finishes, equipment or other components. Further, CORNETT is not responsible for any damage below the roof due to leaks caused by excessive wind of 60mph or greater, ice dams, hail, pre-existing or future construction defects caused by storms or lack of maintenance during the warranty period or depressions in driveway or yard caused by trailers or dumpsters.

Subject to the provisions set forth herein and prompt written notice by OWNER upon discovery of defects, Work found to be defective or not in accordance with this Contract shall be corrected promptly by CORNETT. Undue delay in providing notice of defect may result in waiver of warranties. Workmanship and Labor warranties are non-transferable. Supplier's and manufacturer's warranties, if any, will be assigned to the OWNER at completion if requested. No warranty is provided by CORNETT on any materials furnished by OWNER or for existing materials moved and/or reinstalled by CORNETT.

26. **OWNER Information.** If requested by CORNETT, the OWNER shall promptly provide reasonable evidence that financial arrangements have been made to fulfill the OWNER's obligations under this Contract. The OWNER shall secure and pay for all necessary easements and assessments required for the Work. When applicable and upon request, OWNER is required to provide CORNETT with OWNER's insurance information.

27. **Disputes.** All claims and disputes arising out of or relating to the Work or this Contract shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Notice of demand for arbitration shall be filed in writing with the other party and the American Arbitration Association. The demand shall be made within a reasonable time after the claim or dispute has arisen, but in no event after the expiration of the applicable statute of limitations.

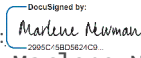
28. **Governing Law and Venue.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Indiana. For any action or proceeding involving any controversy, claim or dispute under this Contract that CORNETT does not elect to arbitrate, CORNETT and OWNER expressly and unconditionally (a) agree that the venue and the forum for any legal or equitable action or proceeding shall be, at CORNETT's sole option, either in the Circuit or Superior Court of Johnson County, Indiana, or in the United States District Court for the Southern District of Indiana, Indianapolis Division, and that such courts shall have sole and exclusive jurisdiction over the action or proceeding, unless agreed to otherwise, in writing, by CORNETT; and (b) waive the right to a trial by jury in the action or proceeding. If CORNETT elects arbitration as provided hereinabove, then the locale of any hearing shall be in the City of Franklin, Johnson County, Indiana. Whether arbitration or litigation, OWNER consents to the choice of law and venue as provided herein, and to personal jurisdiction over it as provided herein, and waives any right to object to the exercise of personal jurisdiction by these tribunals and courts and to exclusive venue in these locales.

29. **Out of State Residents.** The Cornett Restoration, LLC's contractor license number in Illinois is 104105723.

CORNETT RESTORATION, LLC DBA CORNETT ROOFING

Signed:  _____
 Keith Waller
 Printed: _____
 5/11/2022
 Date: _____

ACCEPTED BY:

Signed:  _____
 Marlene Newman
 Printed: _____
 5/11/2022
 Date: _____



WWW.CORNETTROOFING.COM

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DISCLAIMERS

By signing the document below, the customer has read, understands, and accepts the following disclaimers:

Skylight Replacement:

Skylight seals eventually fail and even if your existing skylight(s) are not currently leaking, this is an ideal time to replace them at minimal cost. In addition, the skylight flashing currently installed may not be compatible with the new roofing system we are installing. Bad and/or failing seals are a major cause of leaking skylights, which can lead to interior damage. I understand it is the recommendation of Cornett Roofing Systems to replace the existing skylights to avoid problems in the future. Furthermore, I understand if I choose not to replace the skylights, against Cornett Roofing Systems recommendation, any leakage that may occur due to the skylights will not be covered under the installation warranty. If new skylights are installed by Cornett Roofing, the warranty is held by the manufacturer Velux, which offers several warranty terms (ie.20/10/5 year. Refer to their warranty terms for your specific coverage. Skylights being installed or re-installed with a 2x2 batten system will be raised 1 1/2". Interior work will not be Cornett Roofing System's responsibility.

Smooth Finish Roofing Systems – Snow Bars

Snow slide off on smooth finish roofing systems can cause damage to gutters, gutter guards, landscaping, etc. and pose a potential danger to people around the building. I understand it is the recommendation of Cornett Roofing Systems to install snow bars/guards to avoid the problems in the future. I understand if I choose not to install snow bars/guards, against the recommendation of Cornett Roofing Systems, any damage to gutters, gutter guards, landscaping, etc. that may occur will not be covered under the installation warranty.

Oil-Canning: ASTM E1514 – 98 Standard Specification for Structural Standing Seam Steel Roof System

As stated in the above referenced American Society for Testing and Materials specification, metal roofing panels can exhibit waviness, commonly referred to as "oil-canning." In technical terms, oil canning is referred to as elastic buckling or stress wrinkling. The degrees of oil-canning and the appearance of the panels will vary depending on factors such as length, gauge, color, substrate condition and exposure to sunlight. Oil canning pertains to aesthetics and not the performance of the panels. I understand that normal oil-canning is an accepted feature of metal roofing and will not affect the performance of the roof.

Roof Structure/Decking

Cornett Roofing is not responsible for any pre-existing imperfections in the framing or sub-deck of your roof. Some of these imperfections can be visible through Standing Seam Steel Roof Systems and other metal roof systems.

Satellite Dishes and Antennas:

Customer understands that a satellite dish re-installed on a standing seam, metal shake, metal tile or metal shingle profile will penetrate the roofing system. Cornett Roofing Systems is not responsible for any damage when removing an existing satellite dish or antenna. We are also not responsible for any signal loss or repositioning when re-installing the satellite dish or antenna. As the customer, I understand that the satellite provider will need to be contacted, at customer's expense, if loss of picture occurs.

Dumpster:

Cornett Roofing Systems is not responsible for any contents discarded in job dumpsters outside of roofing material. Any contamination or disposal of prohibited materials by others will be an additional cost to the customer. Customer warrants that any access/location provided for the dumpster equipment is sufficient to bear the weight of all equipment and vehicles required to perform the service. Neither Cornett Roofing Systems, affiliates, nor subsidiaries, shall be responsible for the damage to any pavement, utilities, property, lawns, fences, or shrubbery, accompanying sub-surface, or any route reasonably necessary to perform the services herein contracted.

Electrical:

It is understood that Cornett Roofing Systems will be penetrating the current roof deck according to the installation specifications of the roof system. If during installation a nail/screw hits an electrical line not within code and presenting an unsafe work environment, work will stop immediately. Cornett Roofing will not resume work until electrical work has been corrected by the customer and a licensed electrician. Cornett Roofing is not responsible for electrical work relating to unforeseen circumstances.

Gutter Protection and Maintenance:

Cornett Roofing Systems does not assume warranty for existing gutter guard protection and functionality. Our roofing system warranty will be considered separate. Gutter systems require a general maintenance to keep clean from leaves or other debris. Failure to complete routine maintenance can cause downspouts to clog and water to backup and/or gutters to pull away from house. Refer to Item 21 on Terms & Conditions.

Marlene Newman

Homeowner – Printed Name

DocuSigned by:
Beth Waller
89908220E1371D2

Cornett Representative

DocuSigned by:
Marlene Newman
2995C758D3624C9

Homeowner Signature

5/11/2022

Date



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NOTICE OF CANCELLATION (ILLINOIS RESIDENTS)

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Cornett Restoration, LLC, DBA Cornett Roofing Systems 1442 Amy Lane, Franklin, IN 46131 or electronic mail address amanda.moore@cornettroofing.com at any time prior to midnight on the earlier of the fifth business day after you have received such notice from your insurer or the thirtieth business day after your insurer has received properly executed proof(s) of loss from you.

If you cancel, any payments made by you under the contract, other than payments for goods or services related to a catastrophe which you agreed in writing to be necessary to prevent damage to your property, will be returned to you within 10 business days following receipt by Cornett Restoration, LLC, DBA Cornett Roofing Systems of your cancellation notice.

NOTICE OF CANCELLATION (OTHER STATE RESIDENTS)

You may cancel this contract by mailing, delivering, or submitting by electronic mail a signed and dated copy of this cancellation notice or any other written notice to Cornett Restoration, LLC, DBA Cornett Roofing Systems 1442 Amy Lane, Franklin, IN 46131 or electronic mail address amanda.moore@cornettroofing.com at any time before midnight on the third business day after the later of the following:

- (A) The date this contract is signed by you and Cornett Restoration, LLC, DBA Cornett Roofing Systems.
- (B) If applicable, the date you receive written notification from your insurance company of a final determination as to whether all or any part of your claim or this contract is a covered loss under your insurance policy.

If you cancel this contract, any payments made by you under the contract will be returned to you within ten (10) business days following receipt by Cornett Restoration, LLC, DBA Cornett Roofing Systems of your cancellation notice, minus any amounts you may owe for work already done by Cornett Restoration, LLC, DBA Cornett Roofing Systems.

I HEREBY CANCEL THIS TRANSACTION

OWNER _____ DATE _____

OWNER _____ DATE _____

STAFF RECOMMENDATIONS	Address: 642/600 Block N Madison St.
COA 22-71	Petitioner: The Kiln Collective
Application Date: August 23, 2022	Parcel: 53-05-33-200-012.004-005
RATING: NOTABLE	Survey: c. 1910/c 1940, 20th Century Industrial



Background: Showers Brothers Furniture Complex Local Historic District
Request: Resubmittal of COA 20-13 for restoration of building and vertical expansion
Guidelines: Showers Brothers Furniture Complex Local Historic District Guidelines (See attached)
Staff Recommends: Approval of COA 22-71 to be completed in two phases <ul style="list-style-type: none"> ● The COA application requests for the renewal of COA 20-13, which expired this year. ● There is additional clarification that the project will be done in two phases. The first phase of the project calls for rehabilitation of the first floor with alterations that open windows in the structure as well as provide the core structure for the additional stories. ● The provided renderings present an unobtrusive conceptualization of the core for expansion which does not detract from the historic material. ● The second phase, which may or may not take place within the next two years calls for the construction of additional floors according to the submitted plans. ● Members of the Historic Preservation Commission have met with the petitioners and have provided a feasible alternative for the temporary phase I that would comply with both the requirements of the HPC and the needs of the petitioners.

**APPLICATION FORM
CERTIFICATE OF APPROPRIATENESS**

Case Number: COA 22-71

Date Filed: 8/23/2022

Scheduled for Hearing: 9/8/2022

Address of Historic Property: 600 block, North Madison St

Petitioner's Name: The Kiln Collective

Petitioner's Address: PO Box 3134, Bloomington, IN 47402

Phone Number/e-mail: 812-330-1169 / don@bailey-weiler.com

Owner's Name: Same

Owner's Address: Same

Phone Number/e-mail: Same

Instructions to Petitioners

The petitioner must attend a preliminary meeting with staff of the Department of Housing and Neighborhood Development during which the petitioner will be advised as to the appropriateness of the request and the process of obtaining a Certificate of Appropriateness. The petitioner must file a "complete application" with Housing and Neighborhood Department Staff at least twelve (12) days before a scheduled regular meeting. The Historic Preservation Commission meets the second Thursday of each month at 5:00 P.M. in the McCloskey Room (meetings are currently held via Zoom until further notice. The link is sent the week before the meeting). The petitioner or his designee must attend the scheduled meeting in order to answer any questions or supply supporting material. You will be notified of the Commission's decision and a Certificate of Appropriateness will be issued to you. Copies of the Certificate must accompany any building permit application subsequently filed for the work described. If you feel uncertain of the merits of your petition, you also have the right to attend a preliminary hearing, which will allow you to discuss the proposal with the Commission before the hearing during which action is taken. Action on a filing must occur within thirty days of the filing date, unless a preliminary hearing is requested.

Please respond to the following questions and attach additional pages for photographs, drawings, surveys as requested.

A “**Complete Application**” consists of the following:

1. A legal description of the lot. N/A

2. A description of the nature of the proposed modifications or new construction:
The proposed modifications include the addition of two stories on top of the existing structure, circulation spaces between the two existing buildings on the site, and restoration of the existing brick masonry.

A new entrance off the eastern alley will allow accessible access to all but one of the business spaces.

New openings will be created in the Power House and on the north side of the Kiln building facing 11th St.

3. A description of the materials used.

The primary first floor exterior will consist of corbeled red brick matching the existing brick and mortar.

The second and third floor materials will be primarily matte black standing seam and flush metal panels.

The secondary second and third floor materials will be local hardwood (ash, hickory, oak) and glazing.

There are no existing windows. The proposed windows will be black aluminum wood clad with black frame storefront.

4. Attach a drawing or provide a picture of the proposed modifications. You may use manufacturer’s brochures if appropriate.

5. Include a scaled drawing, survey or geographic information system map showing the footprint of the existing structure and adjacent thoroughfares, Geographic Information System maps may be provided by staff if requested. Show this document to Planning Department Staff in order to ascertain whether variances or zoning actions are required.

6. Affix at least three photographs showing the existing full facade at each street frontage and the area of modification. If this petition is a proposal for construction of an entirely new structure or accessory building, include photographs of adjacent properties taken from the street exposure.

If this application is part of a further submittal to the Board of Zoning Appeals for a Conditional Use or development standard variance, please describe the use proposed and modification to the property which will result.

Option 1



Option 2



Option 3









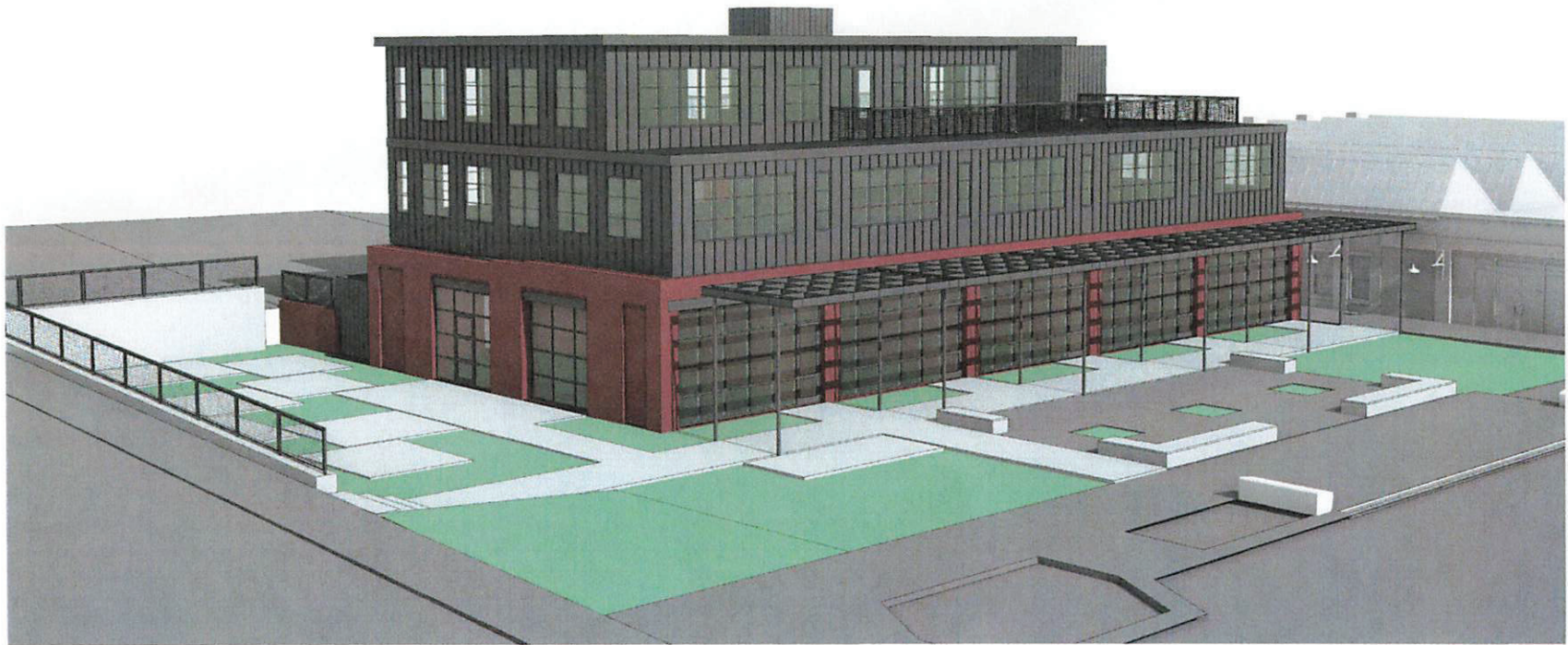
Metal Siding - Panels for Exterior and Interior Walls



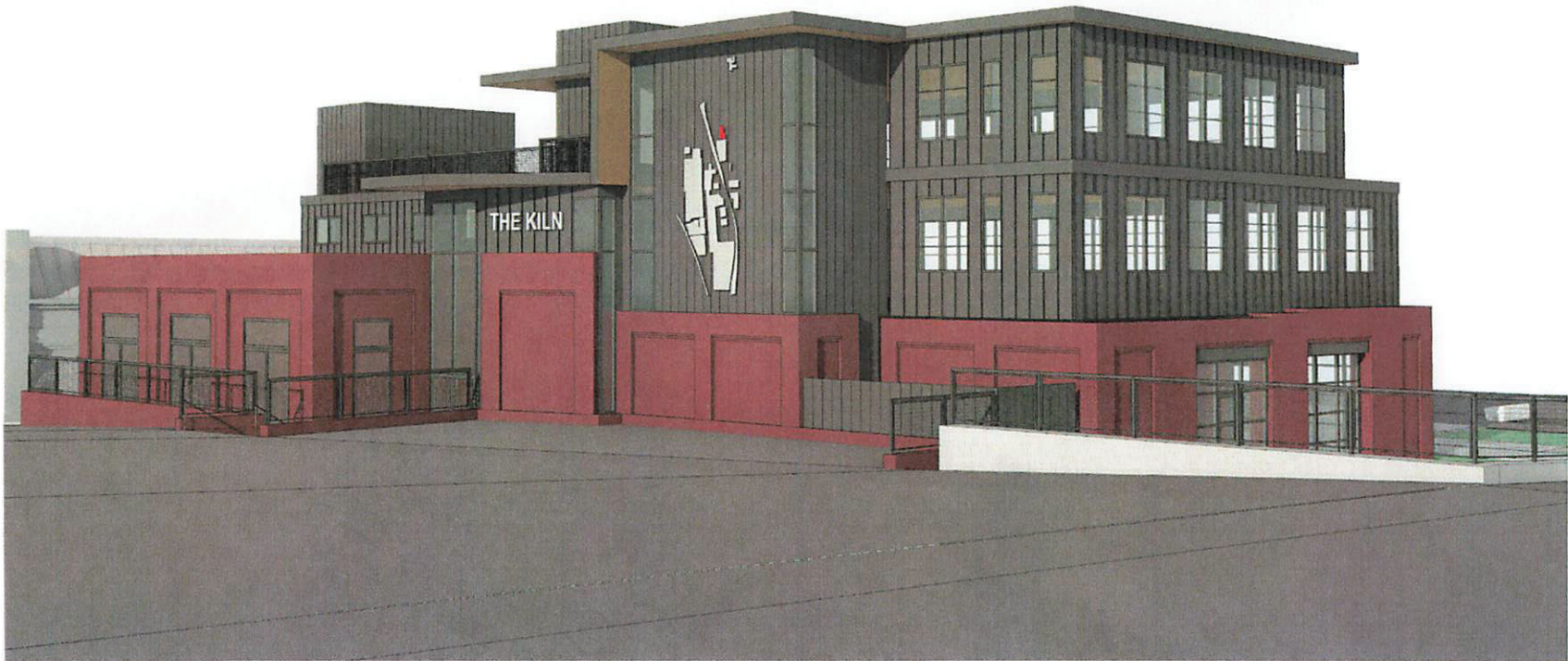








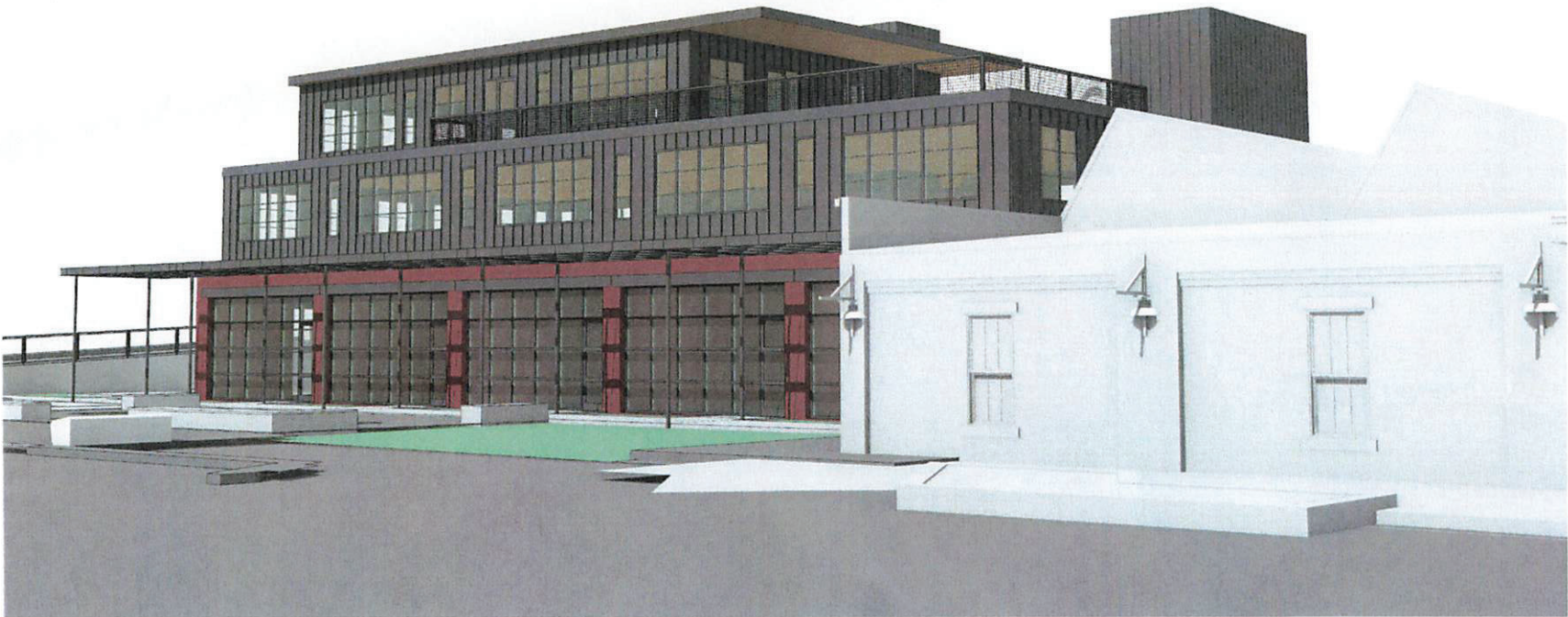
FROM MADISON AND 11TH ST. NORTHWEST



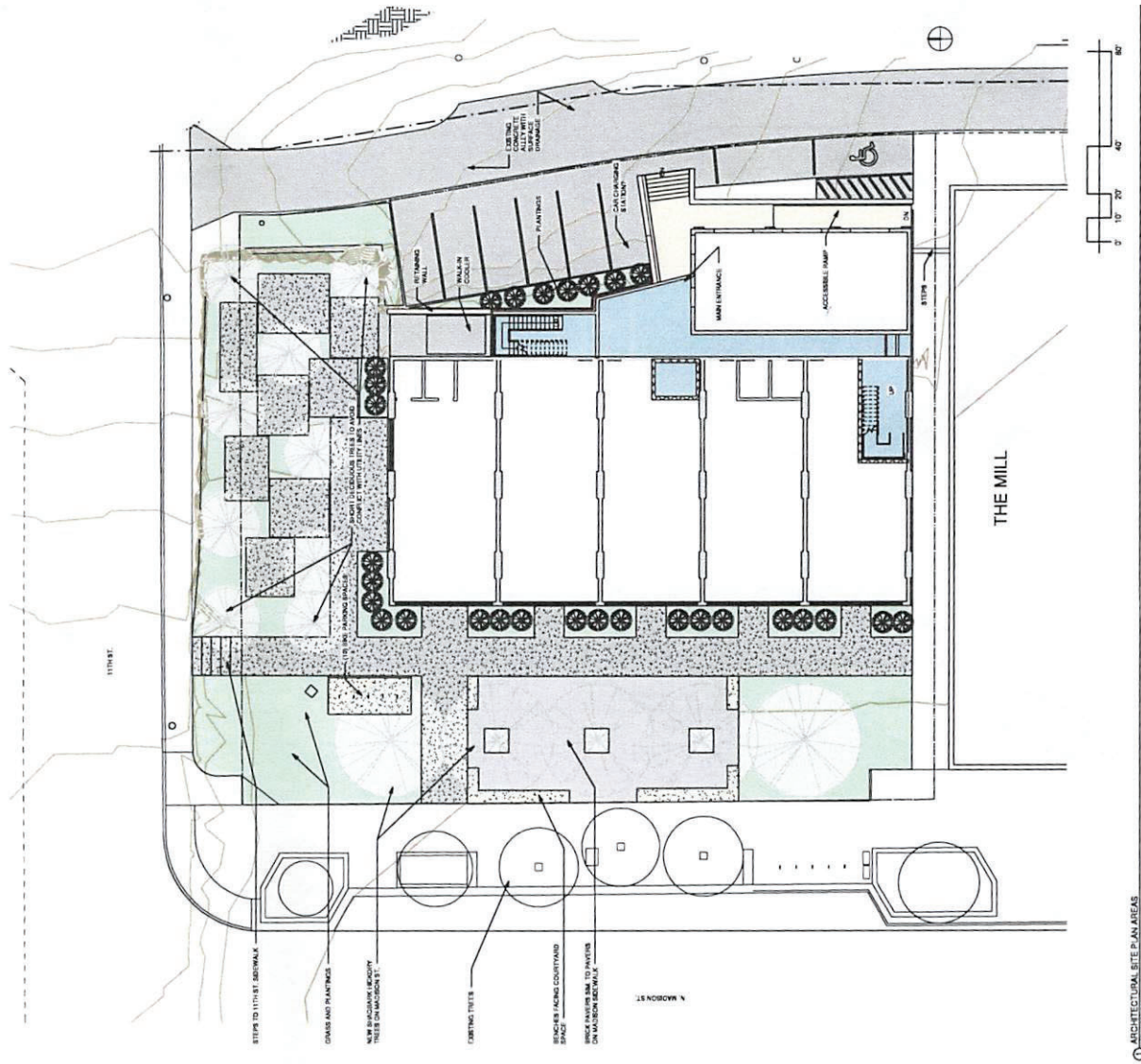
FROM ALLEY AND 11TH ST. NORTHEAST



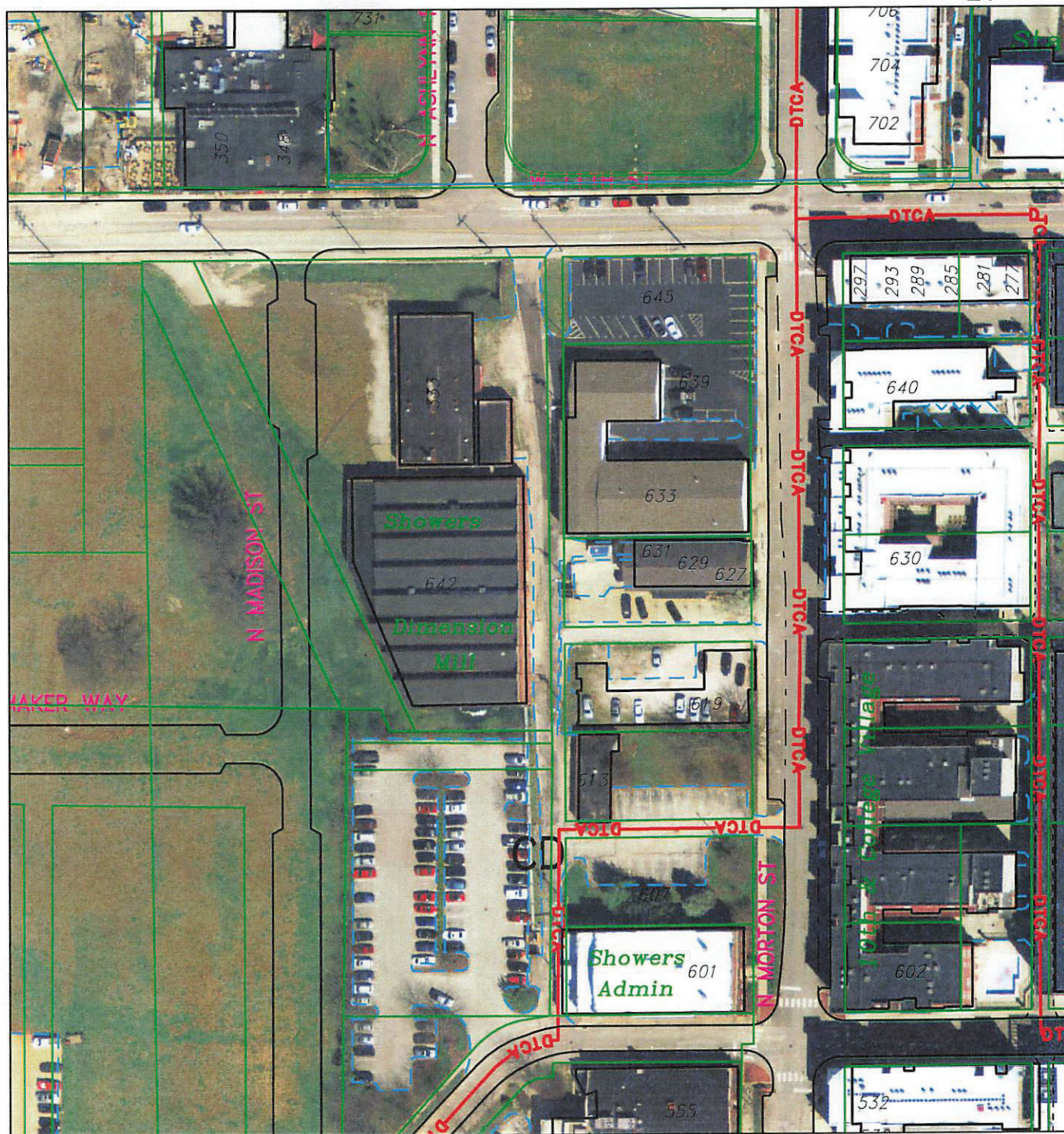
FROM ALLEY SOUTHEAST



FROM MADISON SOUTHWEST WITH TRELLIS



1 ARCHITECTURAL SITE PLAN AREAS
 1/4" = 10'-0"



By: greulice
24 Jan 20



For reference only; map information NOT warranted.

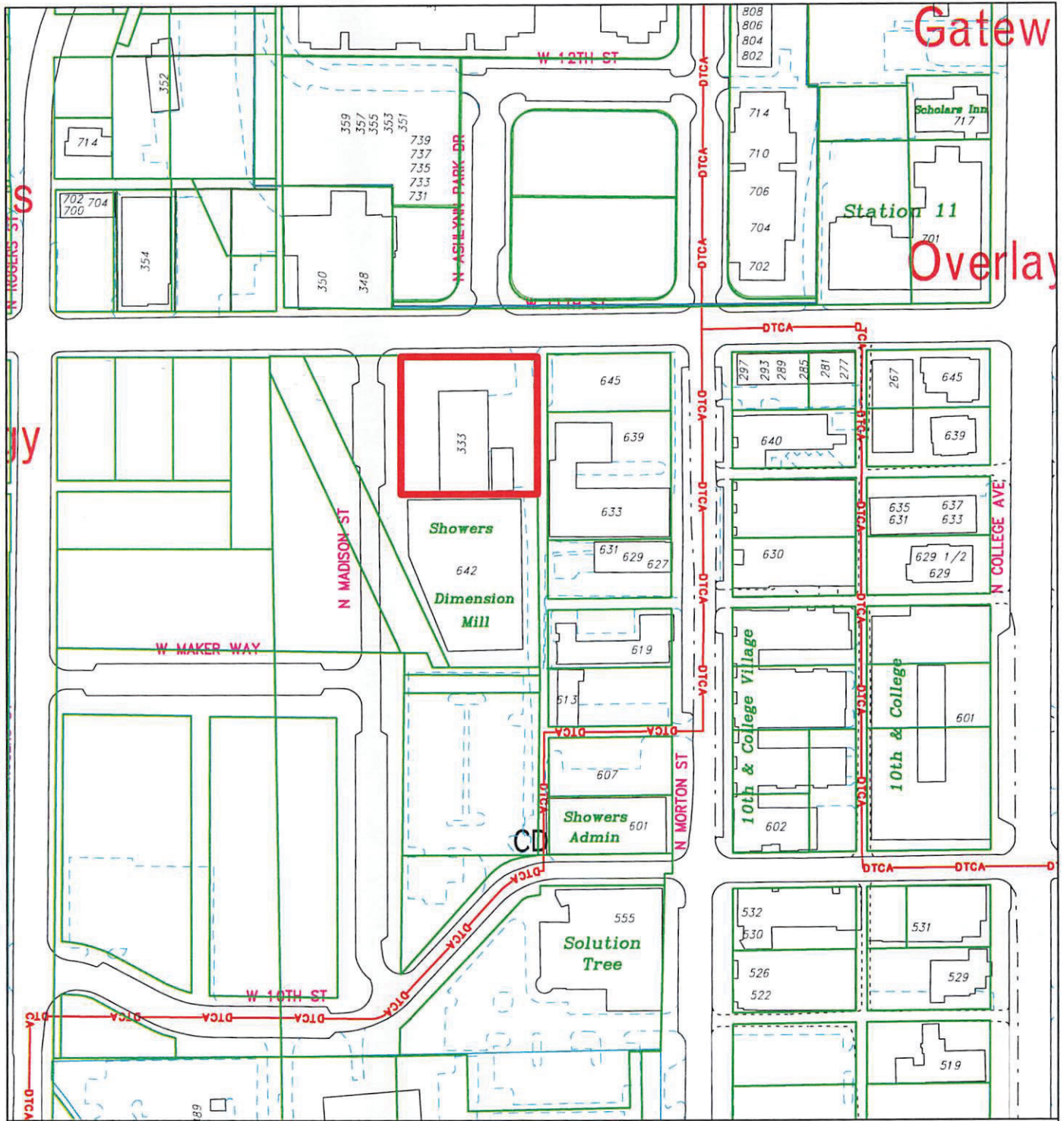
City of Bloomington
Planning & Transportation



Scale: 1" = 100'

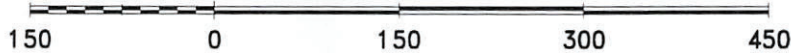
Gatew

Overlay



Kiln building

By: greulice
24 Jan 20

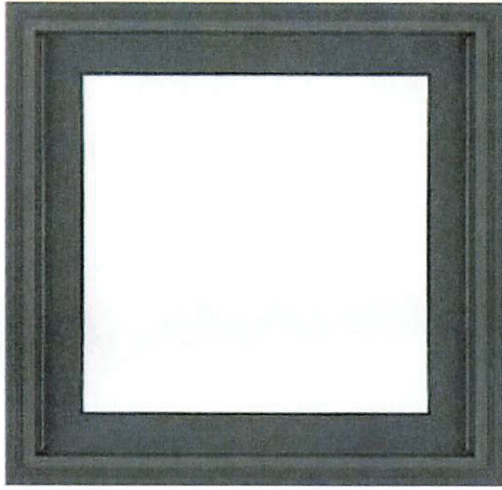


City of Bloomington
Planning & Transportation

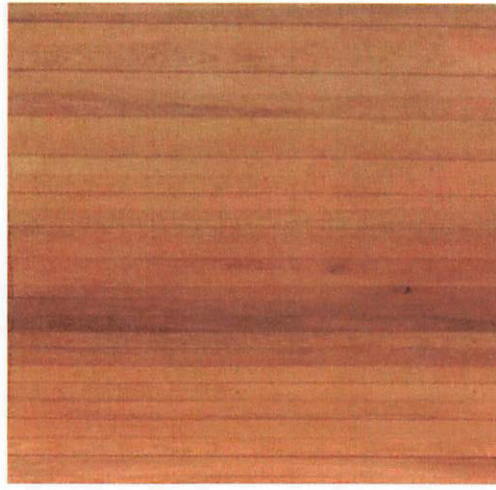


Scale: 1" = 150'

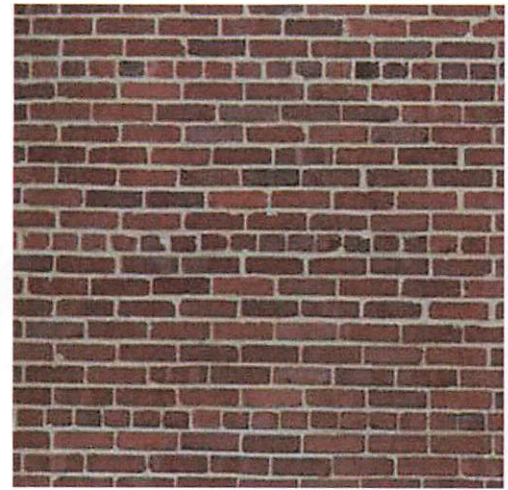
For reference only; map information NOT warranted.



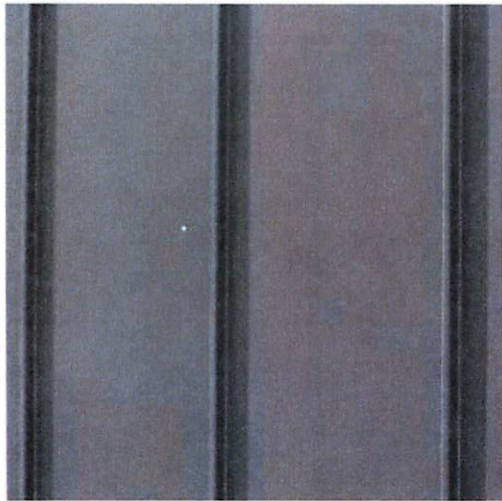
PELLA LIFESTYLE WINDOWS AND STORE-
FRONT - BLACK ALUMINUM CLAD



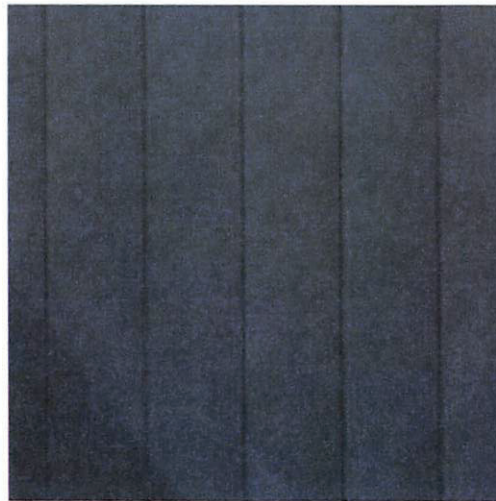
ASH -
SOFFIT MATERIAL



KILN BRICK -
ORIGINAL



STANDING SEAM METAL SIDING - MATTE BLACK



FLUSH PANEL METAL SIDING - MATTE BLACK

STAFF RECOMMENDATIONS	Address: 308 S Maple St.
COA 22-76	Petitioner: Kayle St. Denis and Jim Higgins
Application Date: 9/23/2022	Parcel: 53-08-05-100-134.000-009
RATING: NOTABLE	Survey: c. 1860, Gothic Revival



Background: Greater Prospect Hill Historic District

Request: Backyard picket fence

Guidelines: Greater Prospect Hill Historic District

- The guidelines do not reference fencing.

Staff Recommendation: Approve COA 22-76

- The proposed picket fence would not obscure the front of the house or interrupt the neighborhood patterning.
- The proposed materials are appropriate.

**APPLICATION FORM
CERTIFICATE OF APPROPRIATENESS**

Case Number: COA 22-76

Date Filed: 9/21/2022

Scheduled for Hearing: 10/13/2022

Address of Historic Property: 308 S Maple

Petitioner's Name: Kayle St Denis/Jim Higgins

Petitioner's Address: 7175 S Lucas Rd, Bloomington, IN

Phone Number/e-mail: 812-322-4532

Owner's Name: Kayle St Denis/Jim Higgins

Owner's Address: 7175 S Lucas Rd, Bloomington IN

Phone Number/e-mail: 812-322-4532

Instructions to Petitioners

The petitioner must attend a preliminary meeting with staff of the Department of Housing and Neighborhood Development during which the petitioner will be advised as to the appropriateness of the request and the process of obtaining a Certificate of Appropriateness. The petitioner must file a "complete application" with Housing and Neighborhood Department Staff at least twelve (12) days before a scheduled regular meeting. The Historic Preservation Commission meets the second Thursday of each month at 5:00 P.M. in the McCloskey Room (meetings are currently held via Zoom until further notice. The link is sent the week before the meeting). The petitioner or his designee must attend the scheduled meeting in order to answer any questions or supply supporting material. You will be notified of the Commission's decision and a Certificate of Appropriateness will be issued to you. Copies of the Certificate must accompany any building permit application subsequently filed for the work described. If you feel uncertain of the merits of your petition, you also have the right to attend a preliminary hearing, which will allow you to discuss the proposal with the Commission before the hearing during which action is taken. Action on a filing must occur within thirty days of the filing date, unless a preliminary hearing is requested.

Please respond to the following questions and attach additional pages for photographs, drawings, surveys as requested.

A **“Complete Application”** consists of the following:

1. A legal description of the lot. 015-20660-00 Seminary pt lot 49

2. A description of the nature of the proposed modifications or new construction:
We would like to add a fence to the property to keep our 2 dogs in the yard. We will use a simple gothic
picket as shown in the picture made of cedar. Fence will be painted white. Fence will not be in front yard but
will start at the southeast side of the front porch and will follow the line of the current stone patio
before moving further south (see picture).

3. A description of the materials used.
Picket Cedar 4' high. Treated lumber posts 4X4 set in concrete. 4 Gates of picket set in 6X6 posts.
2X4 horizontal cross beams.

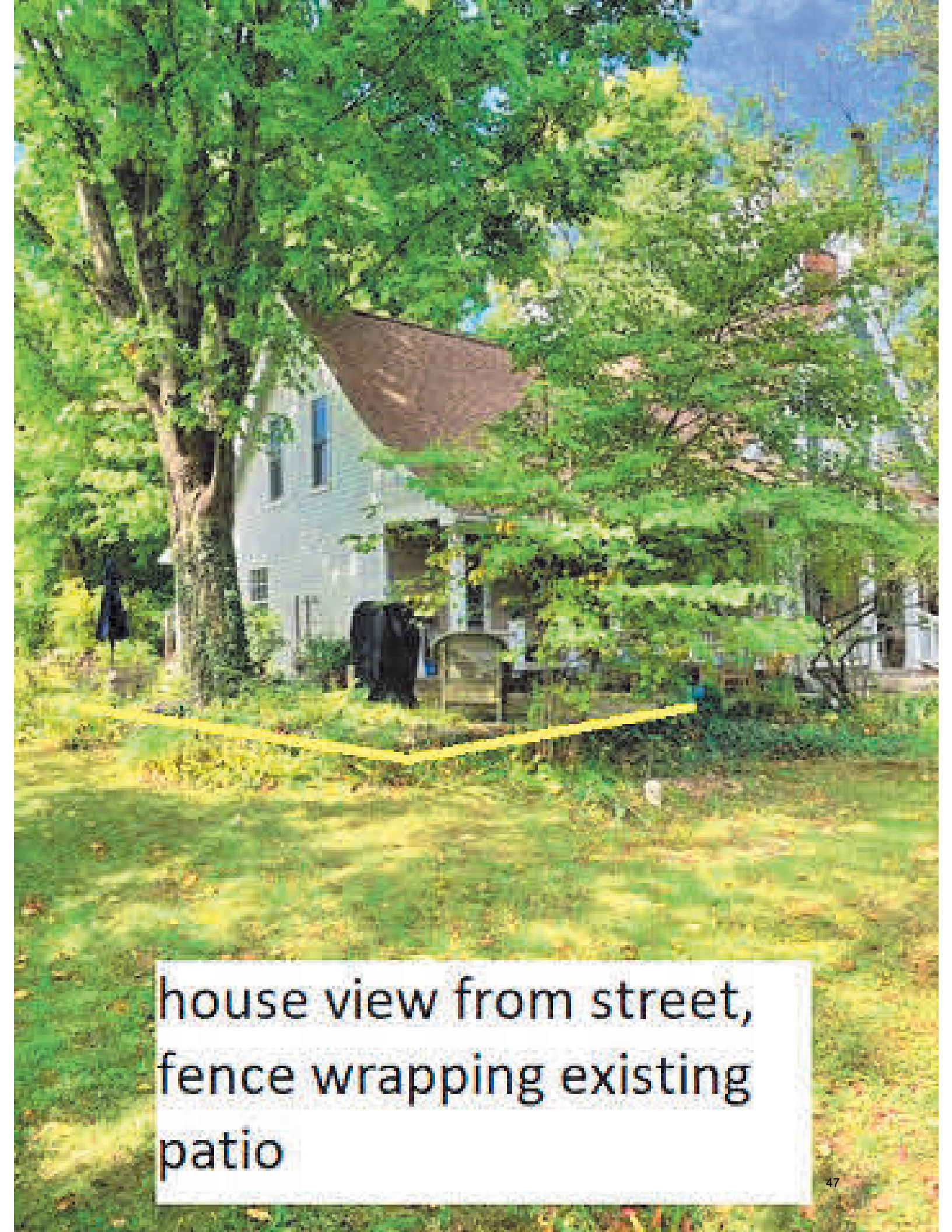
4. Attach a drawing or provide a picture of the proposed modifications. You may use manufacturer’s brochures if appropriate.

5. Include a scaled drawing, survey or geographic information system map showing the footprint of the existing structure and adjacent thoroughfares, Geographic Information System maps may be provided by staff if requested. Show this document to Planning Department Staff in order to ascertain whether variances or zoning actions are required.

6. Affix at least three photographs showing the existing full facade at each street frontage and the area of modification. If this petition is a proposal for construction of an entirely new structure or accessory building, include photographs of adjacent properties taken from the street exposure.

If this application is part of a further submittal to the Board of Zoning Appeals for a Conditional Use or development standard variance, please describe the use proposed and modification to the property which will result.





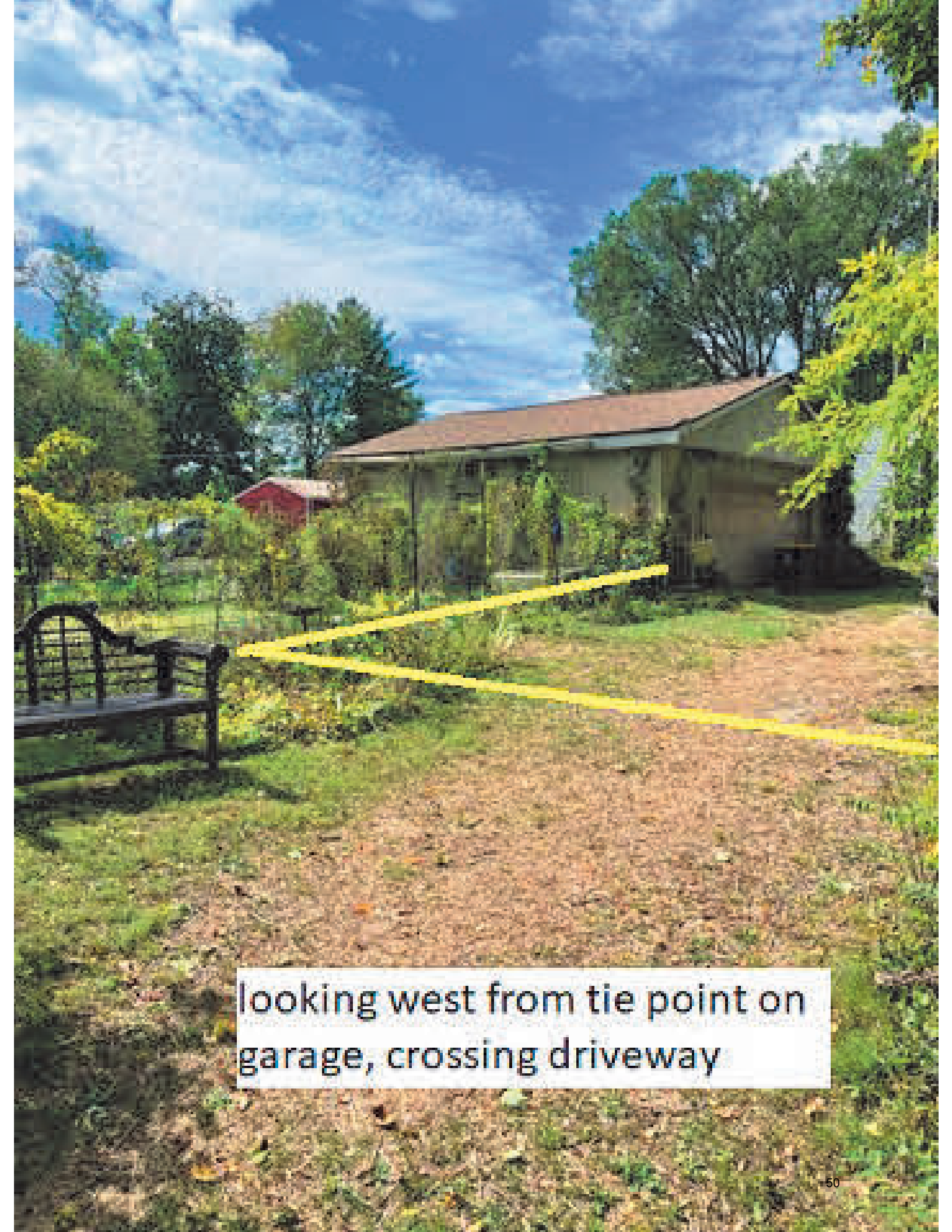
house view from street,
fence wrapping existing
patio



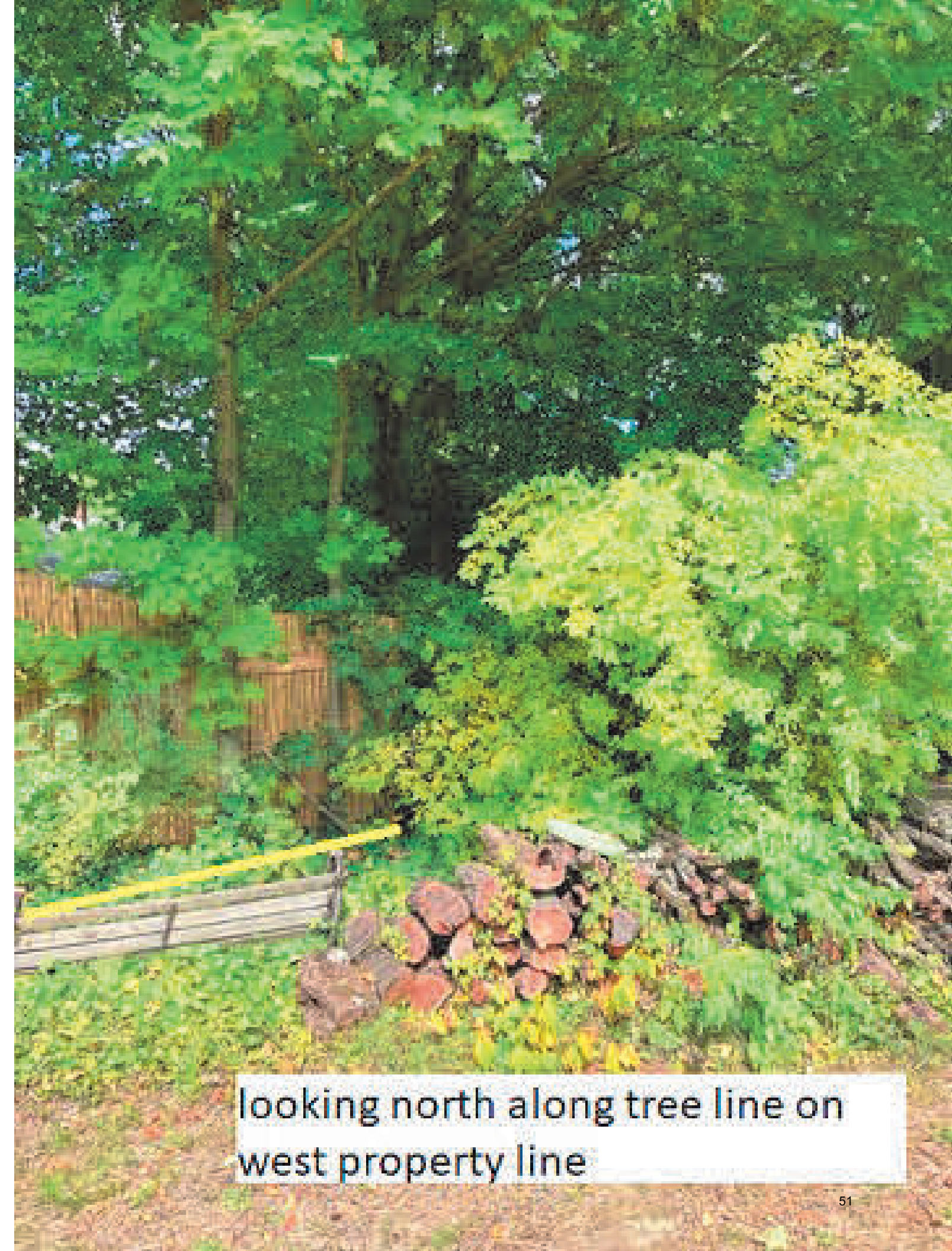
looking south from patio to property line



looking west from south
property line to tie point on
garage



looking west from tie point on
garage, crossing driveway



looking north along tree line on west property line

coming from west property line
cutting east to house





proposed
end
point on west
side of house



STAFF RECOMMENDATIONS	Address: 717 N Maple St.
COA 22-78	Petitioner: Douglas Wells
Application Date: 9/26/2022	Parcel: 53-05-32-113-001.000-005
RATING: Non-Contributing	Survey: There used to be a T-plan cottage here



Background: Maple Heights Historic District

Request: Full Demolition of a carport

Guidelines: Maple Heights Historic District Guidelines
pg 36.

SUBJECT TO REVIEW AND APPROVAL:

- Demolition of primary structures within the boundaries of the conservation district
- Demolition of contributing accessory buildings

GUIDELINES FOR DEMOLITION

When considering a proposal for demolition, the BHPC shall consider the following criteria for demolition as guidelines for determining appropriate action. The HPC shall approve a Certificate of Appropriateness or Authorization for demolition as defined in this chapter only if it finds one or more of the following:

1. The structure poses an immediate and substantial threat to public safety as interpreted from the state of deterioration, disrepair, and structural stability of the structure. The condition of the building resulting from neglect shall not be considered grounds for demolition.

2. The historic or architectural significance of the structure is such that, upon further consideration by the Commission, it does not contribute to the historic character of the district.
3. The demolition is necessary to allow development which, in the Commission's opinion, is of greater significance to the preservation of the district than is retention of the structure, or portion thereof, for which demolition is sought.
4. The structure or property cannot be put to any reasonable economically beneficial use without approval of demolition.
5. The structure is accidentally damaged by storm, fire or flood. In this case, it may be rebuilt to its former configuration and materials without regard to these guidelines if work is commenced within 6 months.

Staff Recommendation: Approval of COA 22-78

- The existing structure proposed for demolition does not constitute a Contributing secondary structure.

**APPLICATION FORM
CERTIFICATE OF APPROPRIATENESS**

Case Number: _____ COA 22-78 _____

Date Filed: _____ 9/26/2022 _____

Scheduled for Hearing: _____ 10/13/2022 _____

Address of Historic Property: 717 North Maple Street

Petitioner's Name: Douglas Wells, Pers. Rep.

Petitioner's Address: 6 Zion Court, Indianapolis, IN 46222

Phone Number/e-mail: 317-490-3101 / douglas.wells@hotmail.com

Owner's Name: Estate of Richard D Wells

Owner's Address: n/a

Phone Number/e-mail: n/a

Instructions to Petitioners

The petitioner must attend a preliminary meeting with staff of the Department of Housing and Neighborhood Development during which the petitioner will be advised as to the appropriateness of the request and the process of obtaining a Certificate of Appropriateness. The petitioner must file a "complete application" with Housing and Neighborhood Department Staff at least twelve (12) days before a scheduled regular meeting. The Historic Preservation Commission meets the second Thursday of each month at 5:00 P.M. in the McCloskey Room (meetings are currently held via Zoom until further notice. The link is sent the week before the meeting). The petitioner or his designee must attend the scheduled meeting in order to answer any questions or supply supporting material. You will be notified of the Commission's decision and a Certificate of Appropriateness will be issued to you. Copies of the Certificate must accompany any building permit application subsequently filed for the work described. If you feel uncertain of the merits of your petition, you also have the right to attend a preliminary hearing, which will allow you to discuss the proposal with the Commission before the hearing during which action is taken. Action on a filing must occur within thirty days of the filing date, unless a preliminary hearing is requested.

Please respond to the following questions and attach additional pages for photographs, drawings, surveys as requested.

A **“Complete Application”** consists of the following:

1. A legal description of the lot. 013-41660-00 MAPLE HEIGHTS LOT 20 & PT LOT 19

2. A description of the nature of the proposed modifications or new construction:
Demolition of carport.

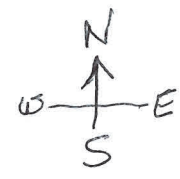
3. A description of the materials used.
Demolition tools.

4. Attach a drawing or provide a picture of the proposed modifications. You may use manufacturer’s brochures if appropriate.

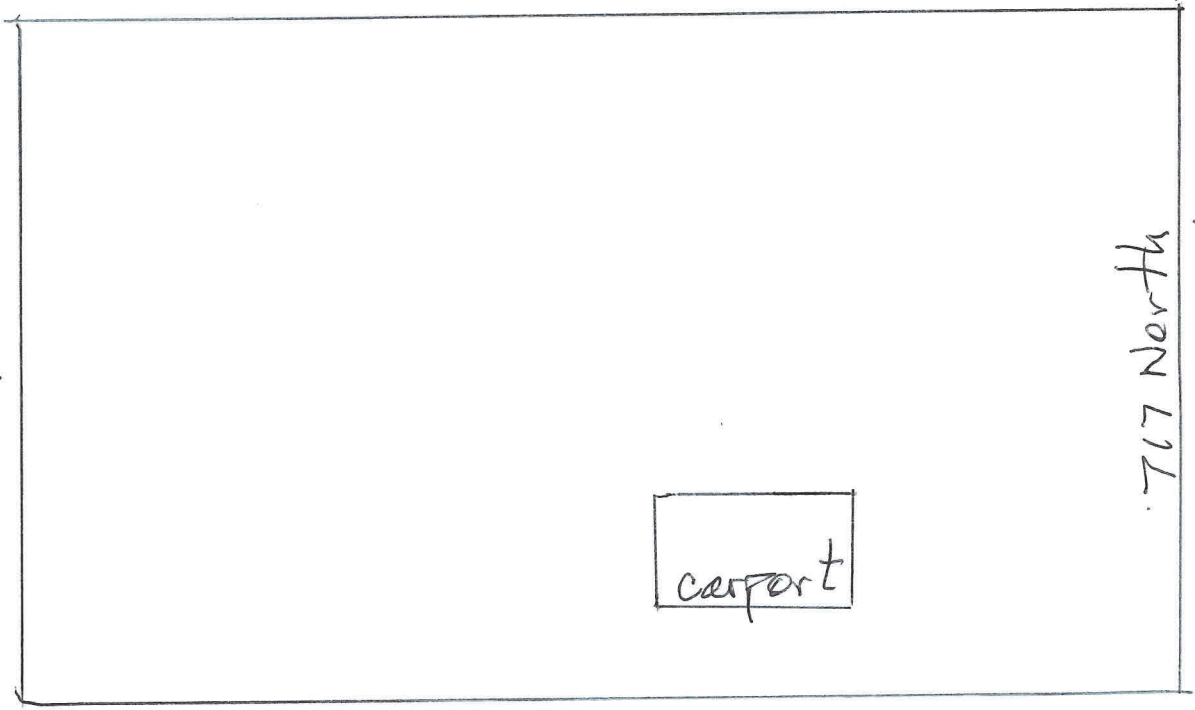
5. Include a scaled drawing, survey or geographic information system map showing the footprint of the existing structure and adjacent thoroughfares, Geographic Information System maps may be provided by staff if requested. Show this document to Planning Department Staff in order to ascertain whether variances or zoning actions are required.

6. Affix at least three photographs showing the existing full facade at each street frontage and the area of modification. If this petition is a proposal for construction of an entirely new structure or accessory building, include photographs of adjacent properties taken from the street exposure.

If this application is part of a further submittal to the Board of Zoning Appeals for a Conditional Use or development standard variance, please describe the use proposed and modification to the property which will result.

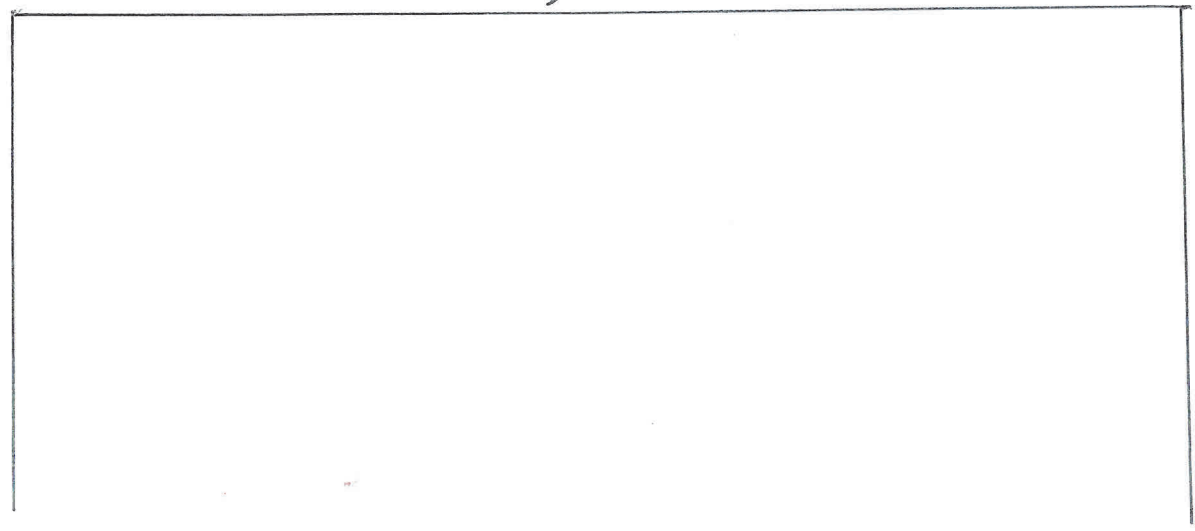


Alley

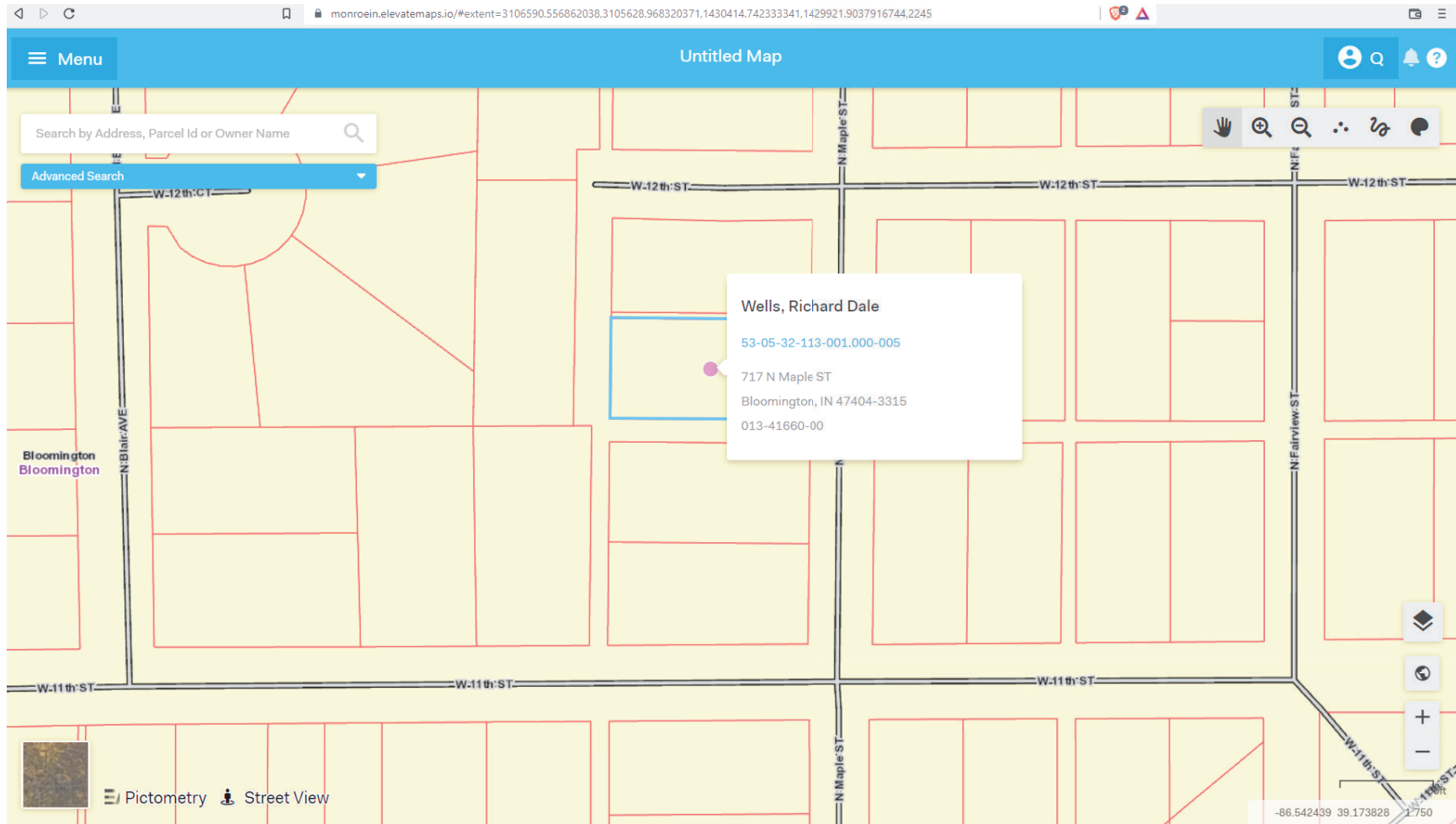


717 North
Maple Street

Alley



717 North Maple Street, Bloomington, IN 47404









STAFF RECOMMENDATIONS	Address: 1109 N College Ave.
DD 22-16	Petitioner: Laura Hammond
Start Date: 9/6/2022	Parcel: 53-05-33-204-013.000-005
RATING: CONTRIBUTING	Survey: C. 1920, craftsman cottage



Background: Front porch with gable front, centered over front door, wood frieze, half wood half brick columns, brick half walls, topped with concrete, concrete floor and steps, wood railing on steps.

Built by Fred Bunger in 1927 as his residence, Bunger co-owned Bunger Brothers Overland Agency, a car dealership that sold Willys-Knight automobiles (produced between 1914 and 1933 by the Willys-Overland Company of Toledo, Ohio).

Request: Full demolition

Guidelines: According to the demolition delay ordinance, BHPC has 90 days to review the demolition permit application from the time it is forwarded to the Commission for review.

Staff Recommendation: Release of DD 22-16

- Structure is adjacent to a historic district, another building of the same era.
- The building's materials make it stand out such as the yard stone walls, windows, and orange bricks.
- The structure is not included in the Sanborn maps.
- The site has deteriorated in the last few years since the demolition delay was originally released.
- On its own the property does not meet the architectural or historic criteria for local designation.



R-22-850

Residential Demolition Permit

Status: Active

Date Created: Jul 28, 2022

Applicant

Laura Hammond
hammondl01@yahoo.com
PO Box 1227
Bloomington, IN 47402
8123250526

Location

1109 N College AVE
Bloomington, 47404-3551 IN

Owner:

NKS Development, LLC
1 North Illinois St Apt 1901 Indianapolis, IN
46204

Project Information

Owner Name

NKS Development

Number of Structures to be removed

1

Brief description of proposed work and list all Hazardous Materials to be removed

Demolition of house on property so as to build a multi-unit building.

Is the property owner doing the work?

No

What type of structure are you demolishing?

Primary Residential Structure

Primary Contractor

Contractor's Name

TBD

Certification

The applicant hereby certifies and agrees as follows: (1) I am authorized to make application. (2) I have read this application and attest that the information furnished is correct, including that contained in plans. (3) If there is any misrepresentation in this application, or associated documents, Monroe County may revoke any permit or Certificate of Occupancy issued based upon this misinformation. (4) I agree to comply with all Monroe County Ordinances, permit conditions and State statutes which regulate building construction, use, occupancy and site development. (5) I grant and will request Monroe County Officials to enter onto the property listed on this application for the purpose of inspecting the work permitted by this application and posting notices. (6) I will retain the Certificate of Occupancy in my records upon completion of the project. NOTE: Plans shall mean all site and construction plans and specifications, whether furnished prior to or subsequent to the application date. All plans furnished subsequent to application date constitute an amendment to the original application and must be specifically approved by the County with an appropriate endorsement and the signature of the approving official prior to plan implementation. The Permit is not valid, and work is not permitted until signed and issued by the agent of the Monroe County Building Department.

NKS Development, LLC

07/28/2022

Staff Use

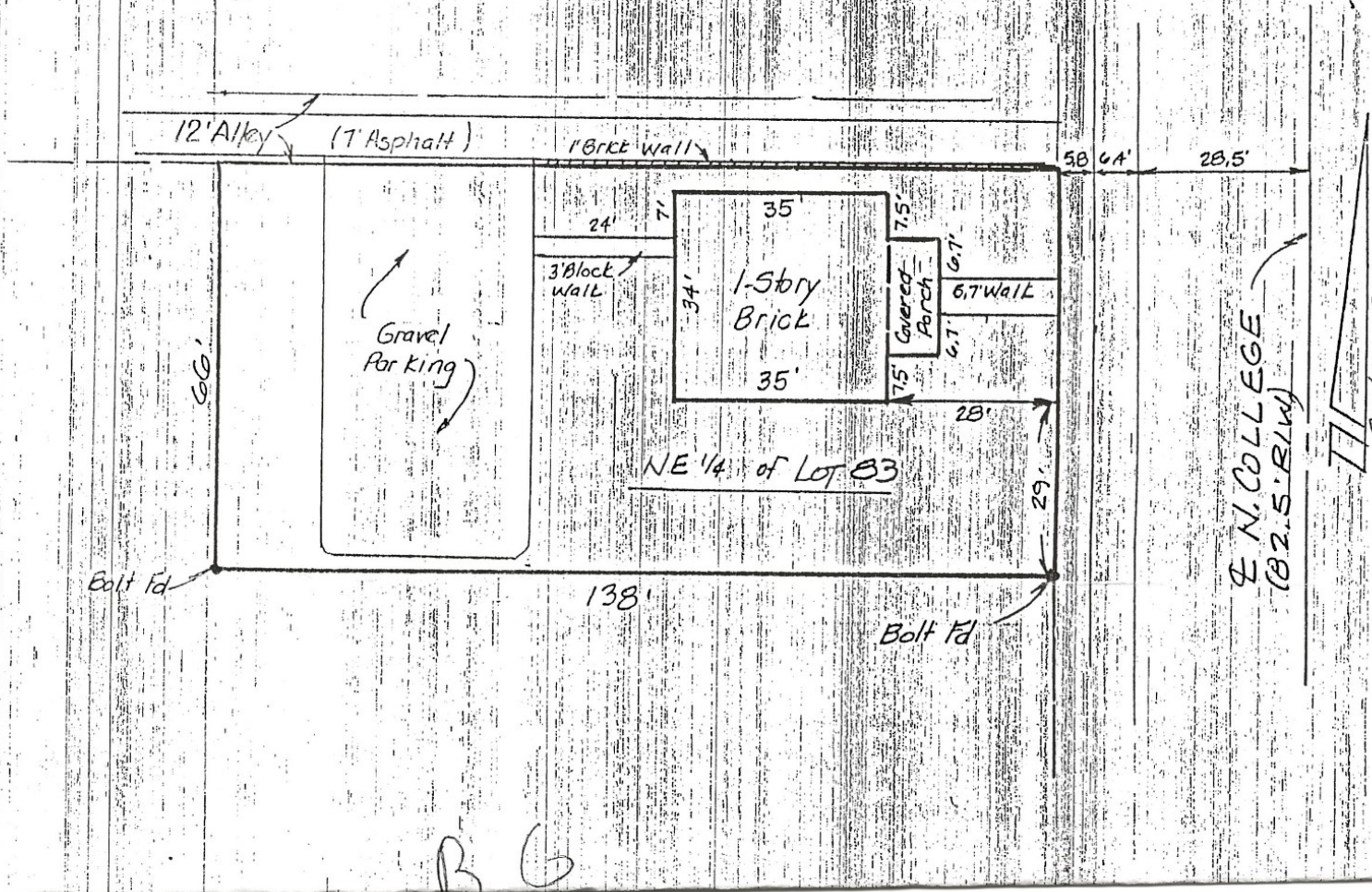
Planning Staff Review

SURVEYOR LOCATION REPORT

THIS REPORT IS BASED ON LIMITED ACCURACY DATA AND THEREFORE NO DATA HEREIN SHOULD BE USED FOR CONSTRUCTION OR ESTABLISHING BOUNDARY OR FENCE LINES.

PROPERTY ADDRESS: 1109 N. College, Bloomington

PROPERTY DESCRIPTION: The Northeast Quarter of Lot Number Eighty-three (83) in KENWOOD ADDITION to the City of Bloomington, Indiana.



N. COLLEGE
(02.5' R/W)

B G

DESIGNATED PARTIES

MORTGAGEE
OR ASSIGNEES: Citizens
TITLE CO.: Kerry Weger
OTHER:

REFERENCE NO.

REFERENCE NO.

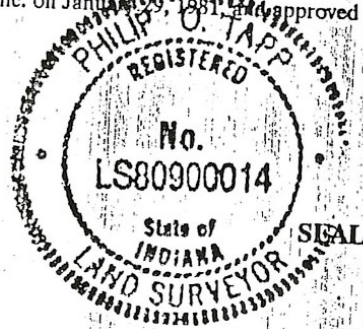
I, the undersigned, an Indiana Registered Land Surveyor, hereby certify to the parties above, that on the date shown, I supervised the inspection of the real estate described herein at the Address indicated. **TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 42 THROUGH 44 OF 864 IAC 1.1-13 FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP.**

I further certify that to the best of my knowledge, this Location Report conforms with the SURVEYOR LOCATION REPORT Minimum Requirements, as adopted by the Indiana Society of Professional Land Surveyors, Inc. on January 23, 1981, and approved by the Title Underwriters of Indiana, Inc., on March 20, 1981.

CERTIFICATION DATE 6/10/93

SURVEYORS SIGNATURE Philip O. Tapp

SURVEYORS JOB NO. MS932-093



1" = 30'

Demo Delay: 19-23
Commission Decision

Address: 1109 N. College Avenue

Petitioner: NKS Development

Parcel Number: 53-05-33-204-013.000-005

Property is Contributing

Structure; Craftsman, 1927



Background: Built by Fred Bunger in 1927 as his residence, Bunger co-owned Bunger Brothers Overland Agency, a car dealership that sold Willys-Knight automobiles (produced between 1914 and 1933 by the Willys-Overland Company of Toledo, Ohio. This building was most recently being used as office space.

Request: Full demolition.

Guidelines: According to the demolition delay ordinance, BHPC has 90 days to review the demolition permit application from the time it is forwarded to the Commission for review. The BHPC may thus employ demolition delay for 90 day from the date the application was received and may request an additional 30 days if necessary for further investigation within the first 30 days of the review period. During the demolition delay waiting period, the BHPC must decide whether to apply Local Designation to the property.

Recommendation: Staff recommends releasing **Demo Delay 19-23**. The property does not meet the architectural criteria for local designation, and staff does not have any information that would support designation based on historic criteria.