

# CITY OF BLOOMINGTON



May 23, 2019 @ 5:30 p.m.  
COUNCIL CHAMBERS #115  
CITY HALL

CITY OF BLOOMINGTON  
BOARD OF ZONING APPEALS  
May 23, 2019 at 5:30 p.m.

◆Council Chambers - Room #115

---

**ROLL CALL**

**APPROVAL OF MINUTES:** None at this time

**REPORTS, RESOLUTIONS, AND COMMUNICATIONS:**

**PETITIONS WITHDRAWN:**

---

**PETITIONS:**

UVV-14-19 **Bloomington Cooperative Living, Inc.**  
921 W. 9<sup>th</sup> St.

Request: Use variance to allow a cooperative housing unit. Also requested is a variance from the minimum number of on-site parking spaces.

Case Manager: Ryan Robling

**\*\*Next Meeting: June 20, 2019**

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

**BLOOMINGTON BOARD OF ZONING APPEALS**  
**STAFF REPORT**  
**LOCATION: 921 W 9<sup>th</sup> Street**

**CASE #: UV/V-18-19**  
**DATE: May 23, 2019**

---

**PETITIONERS:** Bloomington Cooperative Living, Inc.  
 404 W Kirkwood Ave., Bloomington, IN

---

**REQUEST:** The petitioners are requesting a use variance to allow a cooperative housing unit. The petitioners are also requesting a variance from the minimum number of on-site parking spaces required.

---

**REPORT:** The 8,184 square foot property is located at 921 W 9th St. The property is zoned Residential Core (RC) and has been developed with a large two-story single family house. The surrounding properties to the south, east, and west are also zoned RC, and have been developed with single family houses. The property to the north is zoned Institutional (IN), and is home to Reverend Ernest D. Butler Park. The property fronts on both W 9th St. to the north, and N John St. to the west. There is an unimproved alley to south of the property.

The petitioners are proposing to reuse the existing building for a new cooperative housing unit. The petitioners would be modifying the interior of the building to create 12 private bedrooms, and 3 private two-bedroom suites. This would allow space for 19 unrelated adults, with the 3 private two-bedroom suites being designed for families with children. Tenants would share common kitchen spaces, living areas, and bathrooms. The petitioners are proposing to create 4 parking spaces, including one van accessible space. The petitioners are proposing to pave the alley to the south of the property, which will then be used to access the newly created parking. The proposed parking will be paved with pervious paving and will not increase the impervious surface coverage of the lot. Additional on-street parking will be available along N John St. to the west, and W 9<sup>th</sup> St. to the north. The petitioners are proposing to install a new second story egress stair which would allow access to the second story from the outside. No other change to the exterior of the building is being proposed.

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

The Unified Development Ordinance (UDO) does not currently include cooperative housing units as a defined use. In the past the Department has proposed the use of the following definition for another location and will propose its use at this location as well –

“A building used for the purpose of residential living where the residents share

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

The petitioners are requesting a variance in order to be able to utilize an existing large structure as a cooperative housing unit in a primarily single-family residential neighborhood.

The petitioners are also requesting a variance from the minimum required parking required.

---

### **CRITERIA AND FINDINGS: Parking Space Total**

**20.09.130 e) Standards for Granting Variances from Development Standards:** A variance from the development standards of the Unified Development Ordinance may be approved only upon determination in writing that each of the following criteria is met:

- 1) *The approval will not be injurious to the public health, safety, morals, and general welfare of the community.*

**PROPOSED FINDING:** The Department finds that the reduced minimum parking requirement will not negatively affect the public health, safety, morals, or general welfare of the community. The use has a low parking demand and relies primarily on alternative and shared transportation. Additionally, street parking is available adjacent to the site.

- 2) *The use and value of the area adjacent to the property included in the Development Standards Variance will not be affected in a substantially adverse manner.*

**PROPOSED FINDING:** The Department finds no known adverse impacts to the use and value of the surrounding area associated with the proposed variances. The proposal will reactivate a site that has been sitting vacant for years. The Department has also received a letter of support from the Near Westside Neighborhood Association.

- 3) *The strict application of the terms of the Unified Development Ordinance will result in practical difficulties in the use of the property; that the practical difficulties are peculiar to the property in question; that the Development Standards Variance will relieve the practical difficulties.*

**PROPOSED FINDING:** The Department finds peculiar conditions in the combination of the existing development on site and the fact that the proposed land use is not

identified in the UDO. Because of this the UDO does not have specific parking requirements for Cooperative Housing Units. The closest land use (multifamily dwelling unit) would require 0.8 parking spaces per bedroom resulting in a required 16 parking spaces. The existing layout of the site does not allow for nearly that much parking. The Department believes the proposed inclusion of 4 onsite parking spaces, along with the availability of on street parking along both John Street and 9<sup>th</sup> Street will meet the parking needs of the property.

---

### **20.09.140(e) CRITERIA AND FINDINGS FOR USE VARIANCE: Cooperative Housing**

**Findings of Fact:** Pursuant to IC 36-7-4-918.4. the Board of Zoning Appeals or the Hearing Officer may grant a variance from use if, after a public hearing, it makes findings of fact in writing, that:

1. *The approval will not be injurious to the public health, safety, morals, and general welfare of the community; and*

**PROPOSED FINDING:** The Department finds that the proposal will not be injurious to the public health, safety, morals, and general welfare of the community as the surrounding uses are predominantly residential and the proposed use is residential. The proposal will utilize an existing vacant building.

2. *The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and*

**PROPOSED FINDING:** The Department finds no adverse impacts on the use and value of the adjacent properties associated with the proposed use variance. The requested use will rehabilitate a residential building to provide a residential use, and provide an atypical type of housing, expanding choice in the community.

3. *The need for the variance arises from some condition peculiar to the property involved; and*

**PROPOSED FINDING:** The Department finds peculiar condition in the combination of the existing development on site and the fact that the Unified Development Ordinance does not list this land use as a permitted or conditional use. Only a use variance can allow for this use within the city, and the use is one that increases residential options for the community.

4. *The strict application of the terms of the Unified Development Ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought; and*

**PROPOSED FINDING:** The Department finds that the strict application of the UDO will place an unnecessary hardship in that the existing structure is much larger than customarily used for a single-family use and the proposed land use is not a defined use and therefore is not listed as a permitted or conditional use in any district. A use variance is the only way to allow this land use, and a residential use allowing many residents is likely the only use for the existing building.

5. *The approval does not interfere substantially with the Growth Policies Plan.*

**PROPOSED FINDING:** The Department finds that this proposal does not substantially interfere with the Comprehensive Plan. The Comprehensive Plan encourages a mix of land uses and housing types in the city and encourages the rehabilitation of existing structures.

The Comprehensive Plan designates this property as Mixed Urban Residential. The guidance for this land use is primarily geared towards single family development along with some larger higher density buildings. The Mixed Urban Residential district was intended to encourage the rehabilitation of older structures for residential uses. This petition is residential in nature and will be rehabilitating an existing structure.

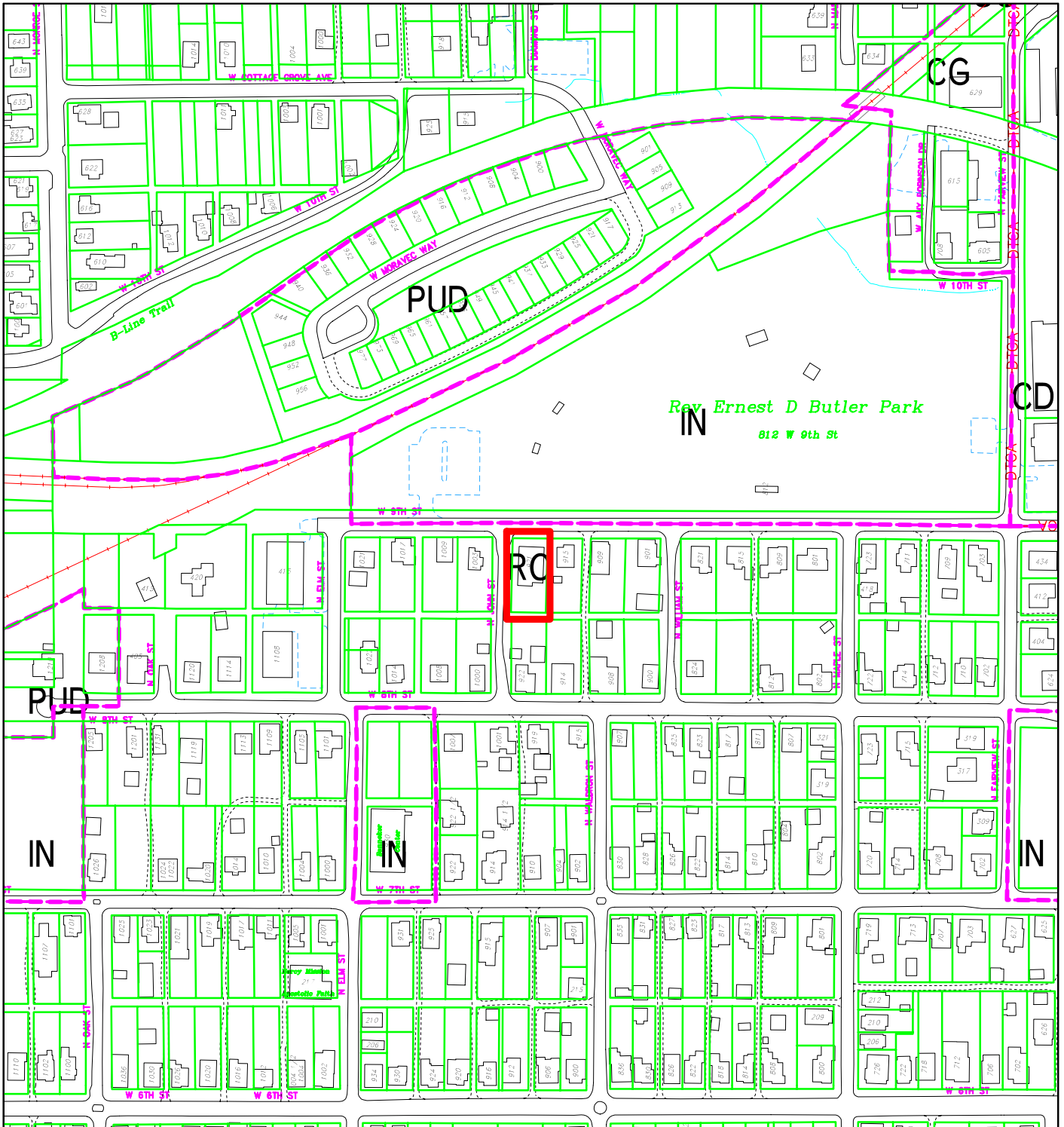
The guidance for parking in Mixed Urban Residential districts is primarily geared towards limited on-site parking accessed from alleys to the rear of the property, as well as encouraging on-street parking. This petition will utilize both alley accessed on-site parking and on-street parking.

In addition, Policy 5.4.1 in the Comprehensive Plan gives guidance to “Promote and maintain housing options within neighborhoods to ensure that a diversity of housing types, a mix of household incomes, and a variety of homeownership and rental opportunities exist, including for locally protected classes of vulnerable residents. This petition will promote housing diversity to a mix of household incomes.

---

**RECOMMENDATION:** The Department recommends that the Board of Zoning Appeals adopt the proposed findings and approve the use variance with the following conditions:

1. The landscaping plan shall meet UDO standards.
2. Unit must be inspected and registered with Housing and Neighborhood Development.
3. A maximum of 19 bedrooms and a maximum of 19 unrelated adults are allowed.
4. A building permit is required prior to any construction.



V-18-19 Bloomington Cooperative Living, Inc.

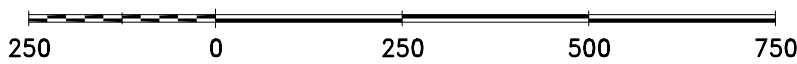
921 W 9th St.

Plan Commission

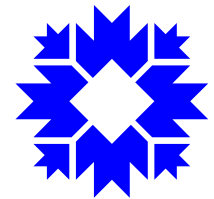
Site Location, Zoning, Parcels

By: robinger

9 May 19

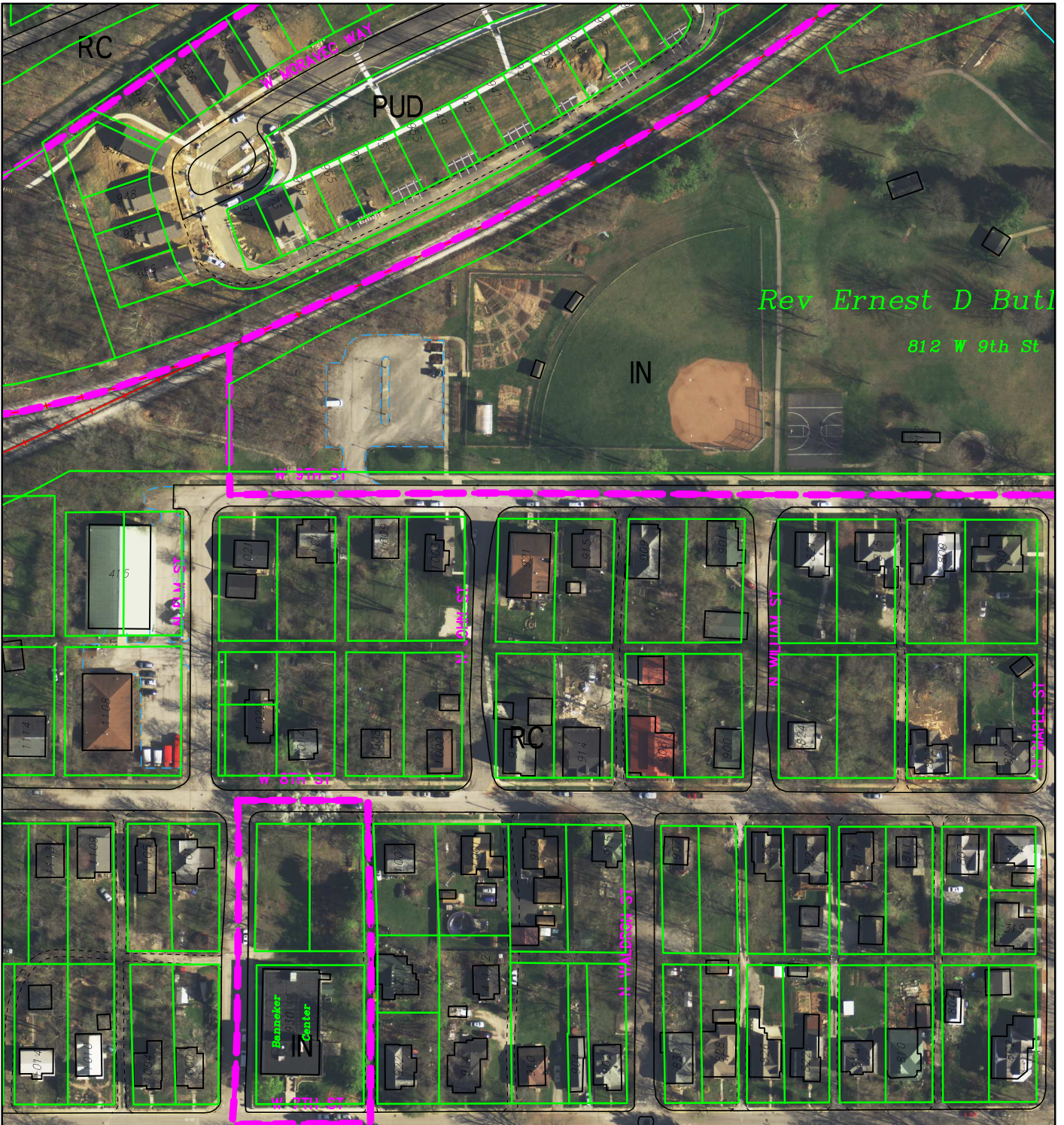


City of Bloomington  
Planning & Transportation



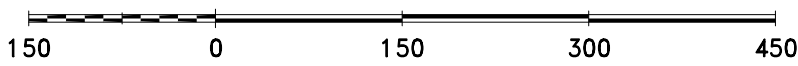
Scale: 1" = 250'

For reference only; map information NOT warranted.



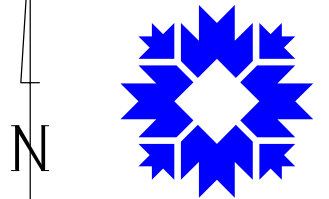
V-18-19 Bloomington Cooperative Living, Inc  
 921 W 9th St.  
 Plan Commission  
 2016 Aerial Photograph

By: roblingr  
 9 May 19



For reference only; map information NOT warranted.

City of Bloomington  
 Planning & Transportation



N

Scale: 1" = 150'



---

**Petitioner's Statement:**  
**921 W 9th Street**  
**Cooperative Use and Parking Variance**

---

Bloomington Cooperative Living  
April 8, 2018 — 921 W 9th St.

## Who is BCL

Bloomington Cooperative Living has a twelve-year of history in Bloomington as a collective of low-income residents self-organized to provide themselves with housing, food and community. Our mission statement is "to build the foundations for a sustainable society through the practice of cooperative living."

Emily Cheney, seeking to promote cooperation and community in Bloomington while simultaneously addressing a dire need for affordable housing, started a small cooperative house ten years ago. Since then, BCL has steadily grown. Six years ago, with support from community members, Middle Way house, and several cooperative financing organizations, we bought the old Middle Way house building at Kirkwood & Madison, and earlier this year, with the support of IUCU and the city's Affordable Housing Fund, we refinanced the property, partnering with the city to ensure permanently affordable & ecologically-sustainable housing for our 20 residents at 404 W. Kirkwood. We also sub-rent two other properties, housing a total of 45 residents (all screened for low-income status) between the three houses, who meet monthly as the BCL "general assembly" and communicate online via the Slack project management website to coordinate the essential functions of the organization. Internally, BCL houses meet together each week in a practice of cooperation and democratic self-governance. For 10 years (8 as an official 501(c)3 nonprofit), BCL has self-organized and grown as a vibrant example of a diverse community of low-income residents meeting their needs together.

In addition to coordinating the essential functions of a house (finances, chores, maintenance, etc.), members of BCL each cook once a week, and buy bulk organic produce and CSAs to supply the houses with shared food. Members also facilitate non-resident community members purchasing discounted bulk organic goods via Indiana Common Ground, our buying club which purchases in bulk from the supplier (UNFI) that serves Bloomington. Additionally, our boarding program allows non-residents to participate in any house's food program, supporting and participating in dinners at a pro-rated cost and labor contribution. For four years, our 404 W Kirkwood property has offered weekly use of our industrial-size kitchen to Food Not Bombs, which serves weekly vegan meals to dozens of Bloomington's food-insecure population. BCL houses, and cooperatives in general, have a history of acting as centers of social and ecological responsibility. Externally, we've partnered with Middle Way for years to provide workshops on consent and sexual assault to ensure that we can provide a different offering from the gendered issues associated with so many group-housing situations. All three houses have a history of hosting workshops, meetings and benefit events for public good, from permaculture workshops and benefits for Avalon Community Garden to voter registration events. With the support of the Bloomington Community Orchard partner planting project, our 404 W. Kirkwood property has a small nascent native fruit and nut orchard and all three houses seek to grow some of their own food in house gardens, which are made fertile with compost from house food waste.

Our cooperative houses seek to be positive contributors to the community, but even more importantly, the practice of sharing space and living together within these principles of sustainability, diversity, and cooperation produces a certain kind of citizen, a practice which we see as critical to making the most of Bloomington's future.

## The 921 W 9th St. Project

Noting Bloomington's urgent need of affordable housing, we have been observing the market for several years, seeking opportunities to expand into a second owned property. After closing on the refinance of our 404 W. Kirkwood house this year, we began discussion around acquiring and renovating the property at 921 W 9th St, a 7500 sq. ft. building facing the Butler Park gardens, in a quiet northern nook of the Near West Side neighborhood.

Given the 2012 Service Community Assessment of Needs report (SCAN), which emphasizes Bloomington's need for affordable housing, our goal in 921 W. 9th St. is to provide affordable communal housing for working people and young families. To that end, we put forward a design that uses suites of rooms with some private space and communal kitchens to split the difference between the single-unit model we currently offer and apartments. We hope that the property and its residents can become an anchor for the Near West Side community.

921 W. 9th St. is an ideal location for our next cooperative house. Access to Butler Park, community garden, the B-Line trail and bus lines, as well as its central location will help to support a community of workers and families. Presently the house sits abandoned and gutted, with crumbling masonry and little vegetation. It is intermittently broken into and occupied by transients seeking shelter and privacy. If given the opportunity to improve the property, BCL will transform it into a space of beauty, human connection, and community responsibility.

To address the housing crisis reported in SCAN and realize our vision of expanding affordable housing, we require a use variance on the 921 lot to allow for a cooperative house. Despite the need for truly affordable development in Bloomington and the long history of success of the cooperative model, currently the Unified Development Ordinance does not list cooperative housing as a permitted use. As such it is necessary that BCL seek a variance to establish a new cooperative house in Bloomington. We request that this use variance be tied to BCL Inc. specifically, in order to fully ensure a cooperative will occupy the house. BCL prides itself on sustainable practices and most of our members do not own cars. Street parking adjacent to the lot allows for 6-8 vehicles and our site plan accounts for 5 additional spots behind the house. We therefore request a parking variance from the minimum number of parking spaces.



### First Floor

- Kitchen
  - Full kitchen big enough for 4 - 6 people to work comfortably (together, or separately).
  - Multiple workstations with counter space to do prep work.
  - Shelving and pantry space for bulk food storage
- Large Living Space
  - A large living space, big enough to comfortably seat upwards of 30 adults in a meeting setting.
  - If possible, centered on the existing fireplace.
- Small dining space
  - A small dining area, just large enough to seat the occupants of this floor.
- Two bedroom suites
  - At least 1 suite, but more if we can fit them
  - Bedrooms
    - Two per suite
    - At least 8 x 10 in size
  - Bathroom
    - Private to the suite
    - At least a shower, preferably a bathtub
  - Living / Dining
    - Private to the suite
    - Space for a couch and coffee table
    - Space for a dining table that seats four
- Single bedrooms
  - Enough to backfill the space left by the above areas to reach at least 20 bedrooms total
  - At least 8 x 10 in size
- Public bathrooms
  - At least 1 public bathroom
  - Full bath with at least a shower (preferably a tub)
  - Accessible to the single bedrooms via hallway (not public areas)
  - Enough space to comfortably change clothing

### Second Floor

- Kitchen
  - Full kitchen big enough for 4 - 6 people to work comfortably (together, or separately).
  - Multiple workstations with counter space to do prep work.
  - Shelving and pantry space for bulk food storage
- Small Living Space
  - A small public living space, enough for a few couches.
  - If possible, centered on the existing fireplace.
  - Can open on to the dining space.
- Small dining space
  - A small dining area, just large enough to seat the occupants of this floor.
  - Can be open on to the living space.
- Two bedroom suites
  - At least 2 suites, but more if we can fit them
  - Bedrooms
    - Two per suite
    - At least 8 x 10 in size

- Bathroom
  - Private to the suite
  - At least a shower, preferably a bathtub
- Living / Dining
  - Private to the suite
  - Space for a couch and coffee table
  - Space for a dining table that seats four
- Single bedrooms
  - Enough to backfill the space left by the above areas to reach at least 20 bedrooms total
  - At least 8 x 10 in size
- Public bathrooms
  - At least 1 public bathroom
  - Full bath with at least a shower (preferably a tub)
  - Accessible to the single bedrooms via hallway (not public areas)
  - Enough space to comfortably change clothing




1 FIRST FLOOR OPTION 1  
1/8" = 1'-0"

2 SECOND FLOOR OPTION 1  
1/8" = 1'-0"

**CODE REQUIREMENTS:**

- OCCUPANCY = R2 CONGREGATE
- CONSTRUCTION TYPE = VB
- NUMBER OF OCCUPANTS = 19
- CODE CALCULATED NUMBER OF OCCUPANTS = 13 PER FLOOR
- ALARMS = VISUAL, SMOKE AND FIRE DETECTION, ALARMS REQUIRED
- SPRINKLERS = 13R
- FIRE RATED CONSTRUCTION = 1HR CONSTRUCTION AT SLEEPING UNITS AND SUITES
- EGRESS = TWO MEANS OF EGRESS FROM SECOND FLOOR
- NOTE: WITH SPRINKLER AND TWO MEANS OF EGRESS, SLEEPING ROOMS ARE NOT REQUIRED TO HAVE EGRESS WINDOWS

THESE DRAWINGS ARE FOR REVIEW AND ESTIMATING PURPOSES ONLY. THEY ARE NOT TO BE USED FOR BIDDING, PERMITTING OR CONSTRUCTION.

 <p><b>Tom Smith Studios</b> 2134 W INDUSTRIAL PK DR BLOOMINGTON, IN 47404 812.341.1987 tss@tomsmithstudios.com</p>	<p><b>BLOOMINGTON COOPERATIVE LIVING</b></p> <p>921 WEST 9TH ST. BLOOMINGTON, IN</p>
	<p>PRELIMINARY SPACE PLANNING</p> <p>SHEET NUMBER</p> <p>08-03-18</p>
<p><b>A101</b></p>	



2055 W INDUSTRIAL PK DR.  
BLOOMINGTON, IN 47404  
lucas@brownsmithstudios.com  
812-961-8687

ALL INFORMATION CONTAINED IN THIS DOCUMENT IS CONSIDERED TO BE BOTH CONFIDENTIAL AND PROPRIETARY INTELLECTUAL PROPERTY OF BROWNSMITH STUDIOS AND SHALL NOT BE COPIED, REPRODUCED, DISTRIBUTED OR ASSIGNED TO A THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF BROWNSMITH STUDIOS. UNAUTHORIZED USE OF THESE DOCUMENTS IS NOT PERMITTED. © 2019 BROWNSMITH STUDIOS

BLOOMINGTON  
COOPERATIVE LIVING  
921 WEST 9TH ST.  
BLOOMINGTON, IN

CERTIFICATION

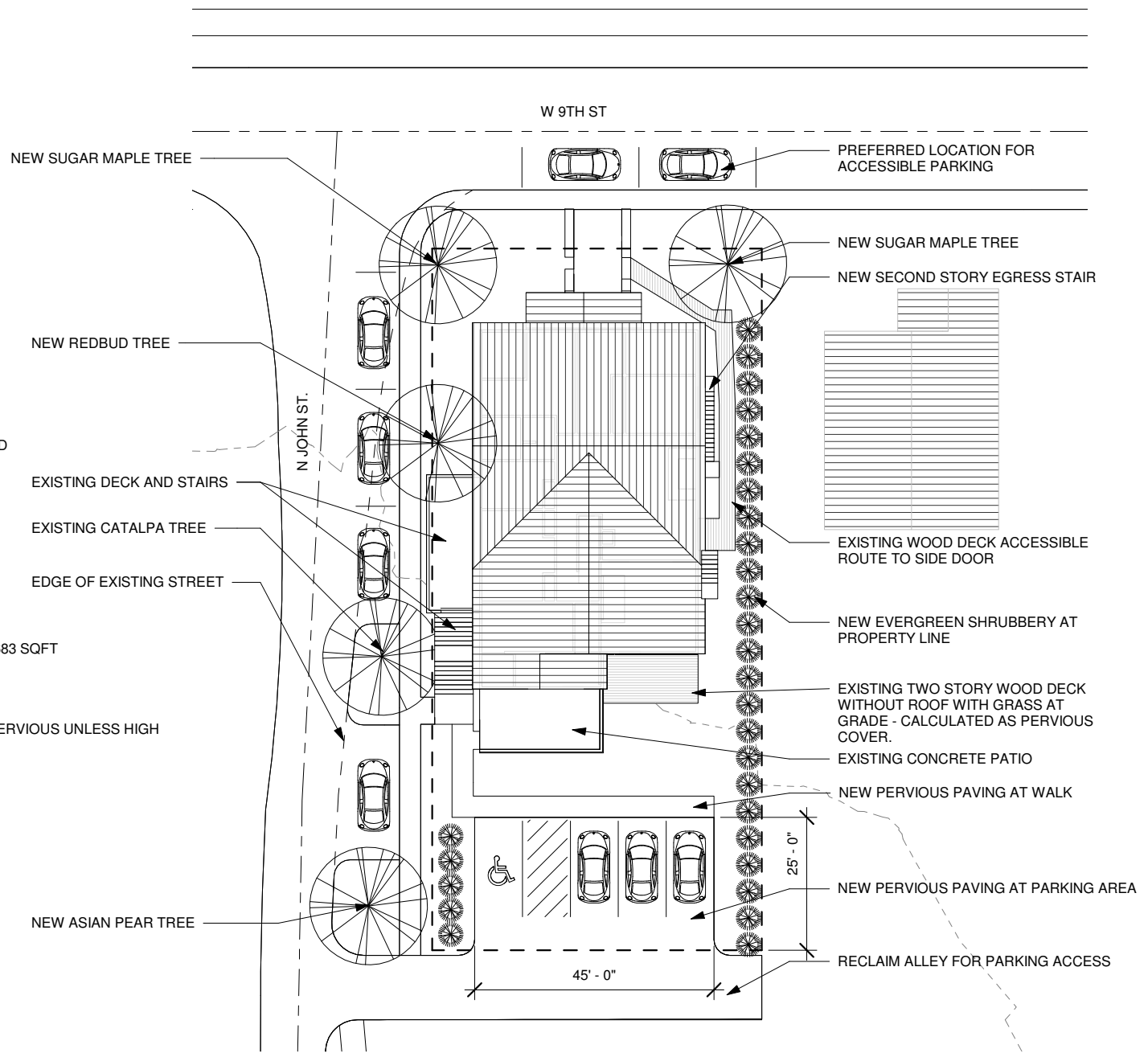
REVISIONS

SITE PLAN

04-29-19

SHEET NUMBER

AS-101



PARKING VARIANCE:  
MAX PARKING AREA FOR RC = 20' X 20'  
PROPOSED = 20' X 45'  
20' SETBACK FROM FRONT OF BUILDING REQUIRED  
0' SETBACK ALONG N. JOHN ST. PROPOSED

LOT AREA = 8184 SQFT  
MAX IMPERVIOUS AREA AT 45% OF LOT AREA = 3,683 SQFT  
MIN PERVIOUS COVER REQUIRED = 4,501 SQFT  
EXISTING PERVIOUS COVER = 4,390 +/-  
NO ADDITIONAL IMPERVIOUS COVER ADDED.

\*CALCULATIONS ASSUME WOOD DECKING AS IMPERVIOUS UNLESS HIGH ENOUGH TO GROW GRASS AT GROUND LEVEL.

1 SITE PLAN  
1" = 20'-0"

THESE DRAWINGS ARE FOR REVIEW PURPOSES ONLY. THEY ARE NOT TO BE USED FOR BIDDING, PERMITTING OR CONSTRUCTION.

House: \_\_\_\_\_

Room #: \_\_\_\_\_

**Bloomington Cooperative Living, Inc. Low-Income Housing Cooperative**

**BCL Membership Agreement/Housing Contract**

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

I understand that Bloomington Cooperative Living, Inc. is a nonprofit cooperative membership corporation, which provides affordable housing on a cooperative basis. BCL, Inc. and the houses which are subsets of BCL, Inc. manage the day to day operations of the buildings located at 630 E. Atwater, Bloomington, IN 47401, 404 W. Kirkwood, Bloomington, IN 47404, and 418 S. Woodlawn Ave, Bloomington IN 47401, including but not limited to recruitment, membership issues, house finances, social relations, member education on cooperative principles and practices, and other services as the group may identify.

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

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

**2. NASCO Membership Fee**

An annual, non-refundable membership fee of \$27 must be paid by each new member of the co-op. This fee will go to the North American Students of Cooperation (NASCO), an association of housing cooperatives. Payment of this fee is mandatory and entitles you to membership in NASCO. See [www.nasco.coop](http://www.nasco.coop) for more details.

**3. BCL Membership Fee/Room Price**

The total price for the term of the Contract is \$\_\_\_\_\_. This shall be divided into payments of \$\_\_\_\_\_ due on the 15th day of each month without any obligation on the part of BCL, Inc. to make demand for payment. Payment is to be made at BCL, Inc. at the following address:



BCL Membership Agreement/Housing Contract – ver. 02/24/19

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

#### **9. MEMBER OBLIGATIONS**

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

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

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

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

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

Member agrees to abide by all obligations of Members as stated in the Articles and Bylaws of BCL, Inc., and recognizes that they are entitled to all the rights of Members as stated in the Articles and Bylaws.

#### **10. MEMBERSHIP QUALIFICATIONS**

BCL, Inc. is an association of students and community members, who live in buildings owned or leased by Bloomington Cooperative Living, Inc. BCL, INC. reserves the right to deny membership or renewal of membership to any person as long as it is not a result of race, gender, national or ethnic origin, marital status, veteran status, sexual orientation or identity, political or religious affiliation, or physical disability. BCL, INC. has 501(c)(3) tax exempt status under safe harbor, as defined in Rev. Proc. 96-32, 1996-1 C.B. 717, 1996-20 I.R.B. 14 section 3.01. BCL assumes responsibility for determining residents' income status (low, very-low, etc.) and providing low-income housing so as to comply with federal law.

#### **11. RULES**

It is expected that the Member shall acquaint themselves with, and abide by, all rules and regulations of BCL, Inc., including, but not limited to, the agreements and conditions of this

BCL Membership Agreement/Housing Contract – ver. 02/24/19

considered breach of contract on the part of the Member and may result in termination of membership and residency rights.

#### **16. LIABILITY AND INDEMNITY**

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

#### **17. DANGEROUS MATERIALS**

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

#### **18. ADDITIONAL TERMS OF CONTRACT**

##### **18a. BREACH PRIOR TO CONTRACT COMMENCEMENT**

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

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

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

##### **18b. END OF TERM INSPECTION**

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

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

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

Within forty-five (45) days after MEMBER vacates, BCL, Inc. will deliver to MEMBER a check in the amount of the security deposit minus any deductions for damages in excess of reasonable use and wear, and further minus any other deductions. In the event any deduction is made, OWNER shall furnish MEMBER with an itemized statement accounting for the use of the unrefunded portion of the security deposit, including a detailed itemization of labor and

BCL Membership Agreement/Housing Contract – ver. 02/24/19

**18c. REPAIRS AND MAINTENANCE**

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

**18d. SERVICE OF NOTICE**

In the event of membership termination, the notice of said termination shall be accomplished by: Personally serving a copy on the Resident; or By leaving a copy with a person of reasonable age and discretion who is present in the Resident's residence and mailing a copy of the notice to the Resident's place of residence; or

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

**18e. SUBLEASE OR ASSIGNMENT**

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

**18f. REMEDIES AND DAMAGES ON BREACH OF CONTRACT**

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

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

**18g. CONTRACT RENEWAL**

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

**18h. OTHER RULES AND REGULATIONS**

Existing rules and regulations of BCL, Inc. with respect to the premises shall be signed by all MEMBERS, attached herein, and incorporated by reference as if fully set forth. Other rules and

BCL Membership Agreement/Housing Contract -- ver. 02/24/19

**19. ACKNOWLEDGMENT OF AGREEMENT WITH TERMS OF CONTRACT**

This Contract incorporates and is subject to Sections 1 through 18(a-o) attached hereto, which are hereby referred to and incorporated as if set out here at length.

This Contract constitutes the sole agreement between the parties, and no additions, deletions, or modifications may be accomplished without the written consent of both parties, except as provided above, and in Section 18, "Other Rules and Regulations".

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

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

Personal Phone \_\_\_\_\_

Social Security # \_\_\_\_\_

Drivers License or State ID# \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Phone # \_\_\_\_\_

**Emergency Address**

Address Line 1 \_\_\_\_\_

Address Line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Co-Signature (if needed) \_\_\_\_\_ Date \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Seniority Points (no broken contracts) \_\_\_\_ NASCO fee paid \_\_\_\_ Deposit paid

5/3/2019

City of Bloomington, Indiana Mail - [Planning] 921 W 9th co-housing petition



Hannah Duncan &lt;duncanh@bloomington.in.gov&gt;

---

**[Planning] 921 W 9th co-housing petition**

2 messages

---

**Greg Alexander** <bptgr@galexander.org>  
Reply-To: bptgr@galexander.org  
To: planning@bloomington.in.gov

Fri, May 3, 2019 at 10:35 AM

Hi -

I will not be able to attend the May 13 plan commission meeting but I'd like to comment on one of the petitions. Would you please forward this message to the commissioners? Thanks!

I am very excited about the proposal to use 921 W 9th for cooperative housing. It is a very large house that has stood vacant for a long time. Many times I have paused to look at it and wonder what kind of ownership/residency arrangement would make sense for a house like that. It is certainly a bigger project than my single family could take on!

Cooperative housing is exactly the correct use for that building! That is a way to attract enough money and interest to maintain it, and a good way to give its benefits to the largest group of people. It will definitely be much more affordable than any newly-built structure (single or multi family).

I enthusiastically support this proposal and I hope you will too.

Thanks!

- Greg Alexander  
1015 N Madison St / 47404  
812-391-3535

---

**Hannah Duncan** <duncanh@bloomington.in.gov>  
To: Ryan Robling <roblingr@bloomington.in.gov>  
Cc: Jacqueline Scanlan <scanlanj@bloomington.in.gov>

Fri, May 3, 2019 at 10:36 AM

Hi Ryan,

This came through P&T - I've printed a copy off. Let me know if you've located the file.

Best,  
Hannah  
[Quoted text hidden]

## Near Westside Neighborhood Association

Near Westside Neighborhood Association  
Bloomington, Indiana 47404  
May 2, 2019

Re: Zoning Variance Request by Bloomington Cooperative Living for 921 W 9<sup>th</sup> St, Bloomington

To the City of Bloomington Planning Commission

On behalf of the Near Westside Neighborhood Association, I wish to express our support for the petition by Bloomington Cooperative Living to seek a variance to establish a new cooperative house on the Near Westside at 921 W 9<sup>th</sup> St, Bloomington. Our endorsement of this petition is based on the use variance being tied to BCL Inc. specifically.

Our neighborhood association has had three meetings with representatives from Bloomington Cooperative Living and they have answered our questions and we think they will be good neighbors. The home that they hope to turn into a Co-Op has been vacant for a long time and we look forward to having it improved and occupied.

The Near Westside Neighborhood Association board supports BCL Inc. in seeking this variance. Having this type of affordable housing in our neighborhood is good for our community and for Bloomington as a whole.

Sincerely,  
J. A. "Rocky" Festa  
Board Member At-Large  
Near Westside Neighborhood Association  
720 W 7<sup>th</sup> St  
Bloomington, IN 47404

## Near Westside Neighborhood Association

Near Westside Neighborhood Association  
Bloomington, Indiana 47404  
May 2, 2019

Re: Zoning Variance Request by Bloomington Cooperative Living for 921 W 9<sup>th</sup> St, Bloomington

To the City of Bloomington Planning Commission

On behalf of the Near Westside Neighborhood Association, I wish to express our support for the petition by Bloomington Cooperative Living to seek a variance to establish a new cooperative house on the Near Westside at 921 W 9<sup>th</sup> St, Bloomington. Our endorsement of this petition is based on the use variance being tied to BCL Inc. specifically.

Our neighborhood association has had three meetings with representatives from Bloomington Cooperative Living and they have answered our questions and we think they will be good neighbors. The home that they hope to turn into a Co-Op has been vacant for a long time and we look forward to having it improved and occupied.

The Near Westside Neighborhood Association board supports BCL Inc. in seeking this variance. Having this type of affordable housing in our neighborhood is good for our community and for Bloomington as a whole.

Sincerely,  
J. A. "Rocky" Festa  
Board Member At-Large  
Near Westside Neighborhood Association  
720 W 7<sup>th</sup> St  
Bloomington, IN 47404