

CITY OF BLOOMINGTON



PLAN COMMISSION

December 9, 2024, 5:30 P.M.
Council Chambers, Room #115
Hybrid Zoom Link:

<https://bloomington.zoom.us/j/82362340978?pwd=ZnExeVNaSUNGVGdZQTJHNjBBb3M0UT09>

Meeting ID: 823 6234 0978

Passcode: 622209

CITY OF BLOOMINGTON**PLAN COMMISSION (Hybrid Meeting)**

❖City Council Chambers, 401 N Morton Street Bloomington – Room #115

December 9, 2024 at 5:30 p.m.

❖Virtual Link:

<https://bloomington.zoom.us/j/82362340978?pwd=ZnExeVNaSUNGVGdZQTJHNjBBb3M0UT09>

Meeting ID: 823 6234 0978 Passcode: 622209

Petition Map: <https://arcg.is/1GOGXu2>**ROLL CALL****MINUTES TO BE APPROVED:** November 4, 2024**REPORTS, RESOLUTIONS AND COMMUNICATIONS:****PETITIONS TABLED:****SP-24-22 Cutters Kirkwood 123 LLC**

115 E Kirkwood Ave

Parcel: 53-05-33-310-062.000-005

Request: Major site plan approval to construct a 4-story building with 3 floors of residential units over a ground floor parking garage and retail space in the MD-CS zoning district. The upper floors will consist of 15 dwelling units for a total of 38 beds.

Case Manager: Jackie Scanlan**ZO-34-23 City of Bloomington Planning and Transportation**

Text Amendment

Request: Text amendment related to Sign Standards and request for waiver of second hearing. Case Manager: Jackie Scanlan**DP-44-24 Walnut Street Pike Development, LLC**

3111 S. Walnut Street Pike

Parcel(s): 53-08-16-400-002.000-009

Request: Primary plat approval for a 75 lot subdivision if 15.56 acres for a Common Area Development Plat for the Residential Medium Lot (R2) zoning district.

Case Manager: Eric Greulich***Next Meeting January 13, 2025***Last Updated: 12/6/2024*****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.***

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact the **Melissa Hirtzel** at hirtzelm@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

PETITIONS:

PUD-44-24 SPCW Bloomington JV, LLC
121 N Pete Ellis DR
Parcel: 53-05-35-300-043.000-005
Request: PUD District Ordinance and Preliminary Plan Amendment to modify
Affordable Housing Commitment for the Property
Case Manager: Jackie Scanlan

*****Next Meeting January 13, 2025***

Last Updated: 12/6/2024

***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.***

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2025 Hearing Officer Schedule

Meetings of the Hearing Officer typically occur on every other Wednesday. All Hearing Officer meetings take place in the Kelly Conference Room and begin at 2:00 pm unless otherwise announced. All meetings will also be held via Zoom until further notice. *Date changed due to holiday.

Pre-Submittal Meeting Deadline	Filing Deadline	Final Revision Deadline	Notice Mailing Deadline	Hearing Date
12/18/2024	12/23/2024	1/2/2025*	1/5/2025	1/15/2025
1/2/2025*	1/6/2025	1/15/2025	1/19/2025	1/29/2025
1/15/2025	1/21/2025*	1/29/2025	2/2/2025	2/12/2025
1/29/2025	2/3/2025	2/12/2025	2/16/2025	2/26/2025
2/12/2025	2/18/2025*	2/26/2025	3/2/2025	3/12/2025
2/26/2025	3/3/2025	3/12/2025	3/16/2025	3/26/2025
3/12/2025	3/17/2025	3/26/2025	3/30/2025	4/9/2025
3/26/2025	3/31/2025	4/9/2025	4/13/2025	4/23/2025
4/9/2025	4/14/2025	4/23/2025	4/27/2025	5/7/2025
4/23/2025	4/28/2025	5/7/2025	5/11/2025	5/21/2025
5/7/2025	5/12/2025	5/21/2025	5/25/2025	6/4/2025
5/21/2025	5/27/2025*	6/4/2025	6/8/2025	6/18/2025
6/4/2025	6/9/2025	6/18/2025	6/22/2025	7/2/2025
6/18/2025	6/23/2025	7/2/2025	7/6/2025	7/16/2025
7/2/2025	7/7/2025	7/16/2025	7/20/2025	7/30/2025
7/16/2025	7/21/2025	7/30/2025	8/3/2025	8/13/2025
7/30/2025	8/4/2025	8/13/2025	8/17/2025	8/27/2025
8/13/2025	8/18/2025	8/27/2025	8/31/2025	9/10/2025
8/27/2025	9/2/2025*	9/10/2025	9/14/2025	9/24/2025
9/10/2025	9/15/2025	9/24/2025	9/28/2025	10/8/2025
9/24/2025	9/29/2025	10/8/2025	10/12/2025	10/22/2025
10/8/2025	10/14/2025*	10/22/2025	10/26/2025	11/5/2025
10/22/2025	10/27/2025	11/5/2025	11/9/2025	11/19/2025
11/5/2025	11/10/2025	11/19/2025	11/23/2025	12/3/2025
11/19/2025	11/24/2025	12/3/2025	12/7/2025	12/17/2025
12/3/2025	12/8/2025	12/17/2025	12/21/2025	12/31/2025

2025 Plat Committee Schedule

Meetings of the Plat Committee occur on the same days as Plan Commission hearings. All Plat Committee meetings take place in the Kelly Conference Room and begin at 4:00 pm unless otherwise announced. All meetings will also be held via Zoom until further notice. *Date changed due to holiday.

SEE PLAN COMMISSION SCHEDULE FOR DRC DEADLINES.

Pre-Submittal Meeting Deadline	Filing Deadline	Final Revision Deadline	Notice Mailing Deadline	Hearing Date
11/15/2024	12/9/2024	12/30/2024	1/3/2025	1/13/2025
12/13/2024	1/6/2025	1/27/2025	1/31/2025	2/10/2025
1/10/2025	2/3/2025	2/24/2025	2/28/2025	3/10/2025
2/7/2025	3/3/2025	3/24/2025	3/28/2025	4/7/2025
3/14/2025	4/7/2025	4/28/2025	5/2/2025	5/12/2025
4/11/2025	5/5/2025	5/27/2025*	5/30/2025	6/9/2025
5/16/2025	6/9/2025	6/30/2025	7/3/2025*	7/14/2025
6/13/2025	7/7/2025	7/28/2025	8/1/2025	8/11/2025
7/11/2025	8/4/2025	8/25/2025	8/29/2025	9/8/2025
8/8/2025	9/2/2025*	9/22/2025	9/26/2025	10/6/2025
9/12/2025	10/6/2025	10/27/2025	10/31/2025	11/3/2025
10/10/2025	11/3/2025	11/24/2025	11/26/2025*	12/8/2025

City of Bloomington


Planning & Transportation Department

MEETING SCHEDULE
AND PROJECT
DEADLINES

2025

CITY OF BLOOMINGTON
Kerry Thomson, Mayor

October 8, 2024



Meeting Schedule and Project Deadlines

Process

All persons seeking approval for a site plan, subdivision, rezoning, Planned Unit Development, conditional use, or variance are encouraged to contact the City Planning and Transportation Department as early as possible to schedule a pre-submittal meeting. This meeting is required and must occur by the deadline listed in this schedule.

Following the pre-submittal meeting with Planning and Transportation staff, the project will be scheduled for DRC review, if necessary. Once an application has been filed, the deadline for submitting any revisions or additional information to staff is two weeks prior to the Plan Commission or BZA hearing, or as specifically noted in this schedule.

Development Review Committee

The Development Review Committee (DRC) was created to ensure a development review process that is fair, certain in timing, coordinated among reviewing departments, and thorough in its scope of review. The DRC is made up of representatives of a variety of City of Bloomington departments and other local agencies, including: Bloomington Transit, Economic and Sustainable Development, Engineering, Fire Department, Housing and Neighborhood Development, Indiana Department of Transportation, Legal, Monroe County Community School Corporation, Office of the Mayor, Parks and Recreation, Planning and Transportation, Police, Public Works, and Utilities.

Schedule

Meetings of the DRC occur approximately every four or five weeks. All DRC meetings take place via Zoom and begin at 1:30 pm, unless otherwise announced. Attendance by petitioner or representative is required.

Plans for DRC must be submitted to the relevant Planner by 3pm on the date listed in the Schedule. This date is typically two Fridays before the DRC meeting.

2025 Plan Commission Schedule

Please schedule filing meetings with the case manager 48 hours prior to the filing date. Plan Commission meetings take place in the City Council Chambers and begin at 5:30 pm unless otherwise announced. All meetings will also be held via Zoom until further notice. *Date changed due to holiday.

Pre-Submittal Meeting Deadline	DRC Filing Deadline	DRC Meeting	Filing Deadline	Final Revision Deadline	Notice Mailing Deadline	Hearing Date
11/15/2024	11/22/2024	12/3/2024	12/9/2024	12/30/2024	1/3/2025	1/13/2025
12/13/2024	12/20/2024	12/31/2024	1/6/2025	1/27/2025	1/31/2025	2/10/2025
1/10/2025	1/17/2025	1/28/2025	2/3/2025	2/24/2025	2/28/2025	3/10/2025
2/7/2025	2/14/2025	2/25/2025	3/3/2025	3/24/2025	3/28/2025	4/7/2025
3/14/2025	3/21/2025	4/1/2025	4/7/2025	4/28/2025	5/2/2025	5/12/2025
4/11/2025	4/17/2025*	4/29/2025	5/5/2025	5/27/2025*	5/30/2025	6/9/2025
5/16/2025	5/23/2025	6/3/2025	6/9/2025	6/30/2025	7/3/2025*	7/14/2025
6/14/2025	6/21/2025	7/2/2025	7/8/2025	7/29/2025	8/2/2025	8/11/2025
7/11/2025	7/18/2025	7/29/2025	8/4/2025	8/25/2025	8/29/2025	9/8/2025
8/8/2025	8/15/2025	8/26/2025	9/2/2025*	9/22/2025	9/26/2025	10/6/2025
9/12/2025	9/19/2025	9/30/2025	10/6/2025	10/27/2025	10/31/2025	11/10/2025
10/10/2025	10/17/2025	10/28/2025	11/3/2025	11/24/2025	11/26/2025*	12/8/2025

2025 Board of Zoning Appeals Schedule

All Board of Zoning Appeals meetings take place in the City Council Chambers and begin at 5:30 pm unless otherwise announced. All meetings will also be held via Zoom until further notice. *Date changed due to holiday.

Pre-Submittal Meeting Deadline	Filing Deadline	Final Revision Deadline	Notice Mailing Deadline	Hearing Date
12/19/2024	12/27/2024	1/9/2025	1/13/2025	1/23/2025
1/16/2025	1/24/2025	2/6/2025	2/10/2025	2/20/2025
2/20/2025	2/28/2025	3/13/2025	3/17/2025	3/27/2025
3/20/2025	3/28/2025	4/10/2025	4/14/2025	4/24/2025
4/17/2025	4/25/2025	5/8/2025	5/12/2025	5/22/2025
5/22/2025	5/30/2025	6/12/2025	6/16/2025	6/26/2025
6/20/2025	6/27/2025	7/10/2025	7/14/2025	7/24/2025
7/17/2025	7/25/2025	8/7/2025	8/11/2025	8/21/2025
8/14/2025	8/22/2025	9/4/2025	9/8/2025	9/18/2025
9/18/2025	9/26/2025	10/9/2025	10/10/2025*	10/23/2025
10/16/2025	10/24/2025	11/6/2025	11/10/2025	11/20/2025
11/13/2025	11/21/2025	12/4/2025	12/8/2025	12/18/2025

BLOOMINGTON PLAN COMMISSION
STAFF REPORT
Location: 121 N. Pete Ellis Drive

CASE #: PUD-44-24
DATE: December 9, 2024

PETITIONER: SPCW Bloomington JC, LLC
8801 River Crossing Blvd, Suite 300 Indianapolis

REQUEST: The petitioner is requesting to amend the Planned Unit Development (PUD) District Ordinance and Preliminary Plan in order to modify the Affordable Housing commitment. And requesting a waiver of second hearing.

BACKGROUND:

Area: 3.2 acres
Current Zoning: Planned Unit Development
GPP Designation: Regional Activity Center / edge of Focus Area
Existing Land Use: Dwelling, Multi-Family / Commercial / Business/Professional Office
Surrounding Uses: North – Dwelling, Multi-Family
West – Vacant / Place of Worship
East – Commercial
South – Dwelling, Multi-Family

REPORT: The property is located at the northwest corner of E. Longview Avenue and S. Pete Ellis Drive and is zoned Planned Unit Development (PUD). The property was rezoned to PUD in 2020 in case PUD-34-19. The 3.2 acre property is currently operating as Relato, a multi-family residential development with public spaces for commercial and office use on the first floor facing Pete Ellis Drive. Surrounding zoning includes Residential High-Density Multifamily (RH) to the north, Mixed-Use Corridor (MC) and Mixed-Use Neighborhood Scale (MN) to the south, and Mixed-Use Neighborhood Scale (MN) to the east and west. The surrounding properties have been developed with a mix of high density multi-family residences and commercial tenant spaces with the St. Mark United Methodist Church just to the west of the site.

The petitioner is requesting to amend the existing PUD in order to alter the codified affordable housing commitment within the PUD and a related Zoning Commitment.

The petitioner contends that they have had difficulty marketing and filling the workforce housing units in the development. The original petition for rezoning to a PUD was filed in 2019, before the large overhaul of the Unified Development Ordinance (UDO). At that time, the petitioner worked with the Housing and Neighborhood Development (HAND) Department to craft an agreement for Workforce Housing that would be similar to the anticipated UDO updates that were subsequently adopted in April 2020. Ordinance 20-01 was signed by the Mayor on February 10, 2020, which codified the creation of the PUD. In the approved PUD District Ordinance and Preliminary Plan documents, the petitioner proposed “Workforce housing to comprise 15% of unit bedroom count” in a commitment created with HAND, which was similar to the Affordable Housing Incentives percentage expected in the April 2020 UDO. The petitioner subsequently amended the PUD with Ordinance 21-31, but did not alter the Workforce Housing agreement. In June 2022, the UDO was amended to make the payment-in-lieu option of the Incentives section in Chapter 20.04 more viable.

The petitioner is proposing to contribute \$20,000 per bedroom for 15 percent of the bedrooms in the development, which amounts to 52 bedrooms, for a total of \$1,040,000 to be paid to the City's Housing Development Fund. This figure is in line with the current calculation in the Administrative Manual that is used with the Affordable Housing incentives in Chapter 20.04 of the UDO. The petitioner has discussed this request extensively with HAND and has that Department's full support for this request.

The PUD still contains a 4-story, mixed-use building. The building includes 14,000 square feet of commercial space, a total of 233 units and 341 beds in the multifamily portion. The building contains a structured parking garage accessed from Longview Drive with 254 parking spaces.

COMPREHENSIVE PLAN: This property is designated as *Regional Activity Center* in the southeast corner of the *Regional Academic Health Center Focus Area*. The Comprehensive Plan notes the following about the intent of the *Regional Activity Center* area:

- ...district is a large commercial area that provides high intensity retail activity
- Regional Activity Centers contain higher intensity uses such as national retailers, offices, food services, lodging, and entertainment.
- The district may also incorporate medium- to high-density multifamily residential uses.
- The main purpose of the district is to provide semi-urban activity centers that complement, rather than compete with, the Downtown district.
- The district is expected to change with increasing activity through infill and redevelopment.
- Incorporating multifamily residential within the district is supported.
- Changing the context of the district towards mixed use is a significant change.
- Less intense commercial uses should be developed adjacent to residential areas to buffer the impacts of such development. Multifamily residential and office uses could likewise serve as transitional elements.
- Redevelopment within the district should be encouraged to grow vertically, with the possibility of two- or three-story buildings to accommodate denser office development, residential multifamily, structures parking, and improved multimodal connectivity.

The Comprehensive Plan notes the following about the *Regional Academic Health Center Focus Area*:

- The relocation of the hospital onto the Indiana University campus will allow for the hospital to grow and meet the needs of the region. However, there are many ancillary support services, businesses, and medical offices that also may relocate near the hospital.

The proposed amendment does not change the aspects of the project that support the Comprehensive Plan, including adding mixed use with office and multifamily residential to a portion of the Regional Activity Center that is not on the main commercial thoroughfare.

PRELIMINARY PLAN:

Housing Diversity: The petitioner has an existing Housing Zoning Commitment with the Housing and Neighborhood Development Department, but is proposing to change that Commitment in the manner described at the beginning of this report. The change would remove the requirement for units on-site and replace it with a payment-in-lieu equivalent to \$20,000 a bedroom for 15 percent

of the bedrooms in the development. The petitioner has had extensive conversations with the Housing and Neighborhood Development Department and that Department is supportive of this change.

20.04.080(h) Planned Unit Development Considerations

The UDO outlines that in their consideration of a PUD District Ordinance and Preliminary Plan, the Plan Commission and Common Council shall consider as many of the following as may be relevant to the specific proposal. The following list shall not be construed as providing a prioritization of the items on the list. Each item shall be considered individually as it applies to the specific Planning Unit Development proposal.

- (1) The extent to which the proposed Preliminary Plan meets the requirements, standards, and stated purpose of Chapter 20.04: Planned Unit Development Districts.

Section 20.04.010 of the UDO, states that the purpose of the planned unit development (PUD) is to encourage flexibility in the development of land in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; and to mitigate the problems which may be presented by specific site conditions. It is anticipated that planned unit developments will offer one or more of the following advantages:

- (a) Implement the guiding principles and land use policies of the Comprehensive Plan; specifically reflect the policies of the Comprehensive Plan specific to the neighborhood in which the planned unit development is to be located;
- (b) Buffer land uses proposed for the PUD so as to minimize any adverse impact which new development may have on surrounding properties; additionally provide buffers and transitions of density within the PUD itself to distinguish between different land use areas;
- (c) Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;
- (d) Counteract urban monotony and congestion on streets;
- (e) Promote architecture that is compatible with the surroundings;
- (f) Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area; and
- (g) Provide a public benefit that would not occur without deviation from the standards of the Unified Development Ordinance.

PROPOSED FINDINGS: The requested amendment does not alter those aspects of the PUD that address the items listed above. The project provides housing and commercial space in the area near the Regional Health Campus.

- (2) The extent to which the proposed Preliminary Plan departs from the Unified Development Ordinance provisions otherwise applicable to the subject property, including but not limited to, the density, dimension, bulk, use, required improvements, and construction and

design standards and the reasons why such departures are or are not deemed to be in the public interest.

PROPOSED FINDINGS: The proposed amendment is compliant with the UDO's current allowance of utilization of the Affordable Housing incentives, and proposes no changes to any departures that were previously approved in this PUD.

- (3) The extent to which the Planned Unit Development meets the purposes of this Unified Development Ordinance, the Comprehensive Plan, and any other adopted planning objectives of the City. Any specific benefits shall be specifically cited.

PROPOSED FINDINGS: The petition does further some of the goals of the UDO and the Comprehensive Plan, including contributing to a need for housing across multiple areas of the economic spectrum, from a financial contribution and agreement to address workforce housing to small-unit market rate. Altering the contribution from on-site units to a payment to the City's Housing Development Fund may allow for units to be provided in the City at a lower income level than the current agreement allows.

- (4) The physical design of the Planned Unit Development and the extent to which it:
- a. Makes adequate provision for public services;
 - b. Provides adequate control over vehicular traffic;
 - c. Provides for and protects designated common open space; and
 - d. Furthers the amenities of light and air, recreation and visual enjoyment.

PROPOSED FINDINGS: The proposed amendment does not change anything about the physical design of the building in the PUD.

- (5) The relationship and compatibility of the proposed Preliminary Plan to the adjacent properties and neighborhood, and whether the proposed Preliminary Plan would substantially interfere with the use or diminish the value of adjacent properties and neighborhoods.

PROPOSED FINDINGS: The proposed amendment does not change anything about the physical design of the building in the PUD.

- (6) The desirability of the proposed Preliminary Plan to the City's physical development, tax base and economic well-being.

PROPOSED FINDINGS: The proposed amendment does not alter the benefits that the petition provides including residential units as well as 14,000 square feet of supportive office space near the new hospital location, both benefits to the tax base.

- (7) The proposal will not cause undue traffic congestion, and can be adequately served by existing or programmed public facilities and services.

PROPOSED FINDINGS: The proposed amendment does not change anything about the physical design of the building or traffic impacts of the PUD.

- (8) The proposal preserves significant ecological, natural, historical and architectural

resources.

PROPOSED FINDINGS: There are no known significant ecological, natural, historical or architectural resources on this site.

(9) The proposal will not be injurious to the public health, safety, and general welfare.

PROPOSED FINDINGS: The proposed amendment will not be injurious to the public health, safety, and general welfare of the community, and in fact, may create opportunity for more successful and impactful workforce an affordable housing in the community.

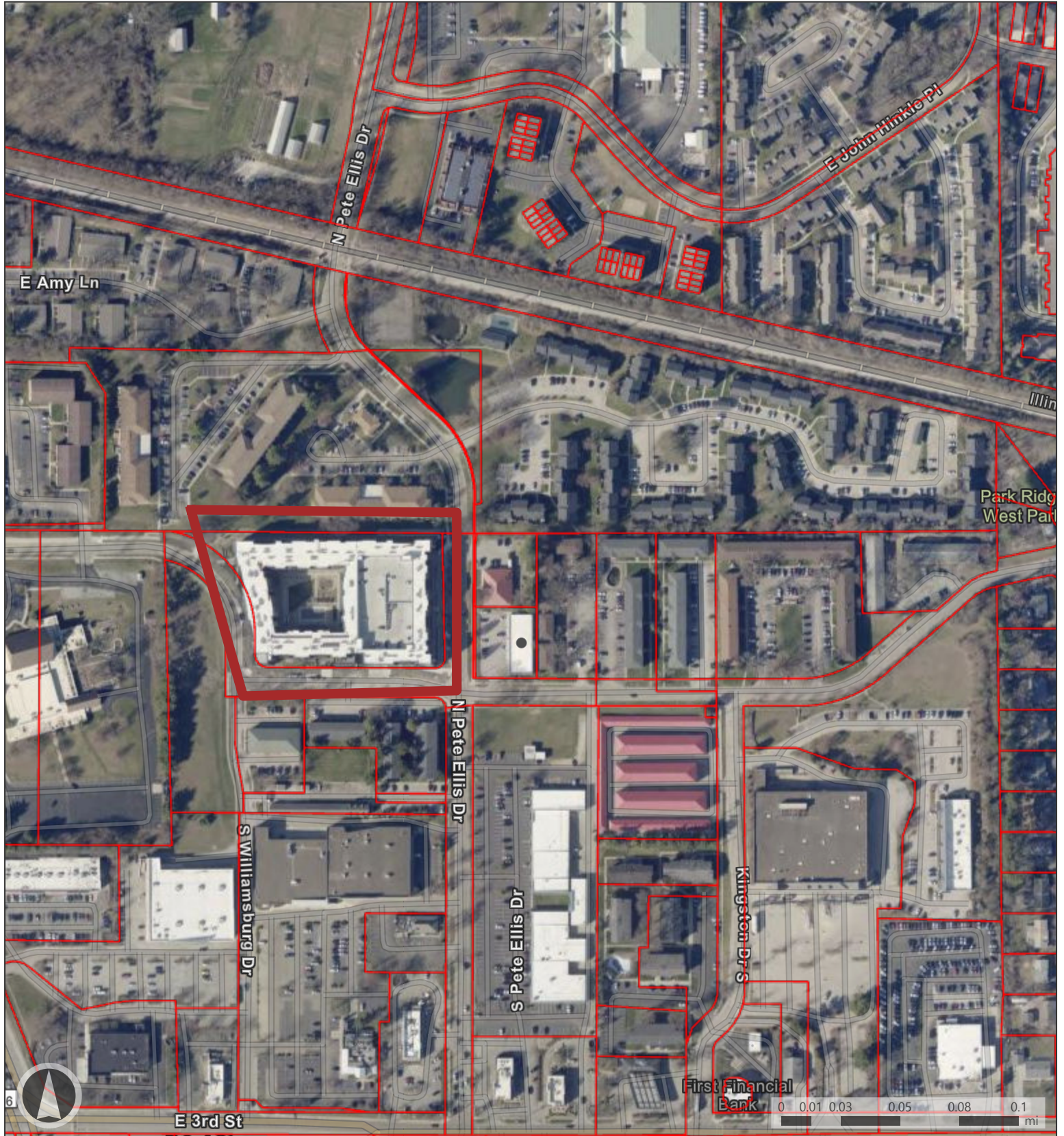
(10) The proposal is an effective and unified treatment of the development possibilities on the PUD site.

PROPOSED FINDINGS: The proposed amendment does not affect the development possibilities of the existing built PUD, only allows for 52 bedrooms to be leased at market rate on the site.

CONCLUSION: The proposed PUD amendment allows for the petitioner to contribute an amount established by the Administrative Manual to the Housing Development Fund, in lieu of providing 52 units on-site. The contribution to the Housing Development Fund can be targeted at specific housing needs. The project still includes multiple characteristics that support the goals of the Comprehensive Plan. The Comprehensive Plan clearly encourages incorporating diverse housing types within the City and this site provides small units near the Regional Health Campus, along with sustainable building practices.

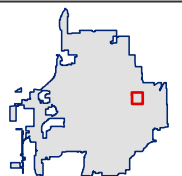
RECOMMENDATION: The Planning and Transportation Department recommends that the Plan Commission waive the second hearing and forward this petition, PUD-44-24, to the Common Council with a positive recommendation with the following conditions:

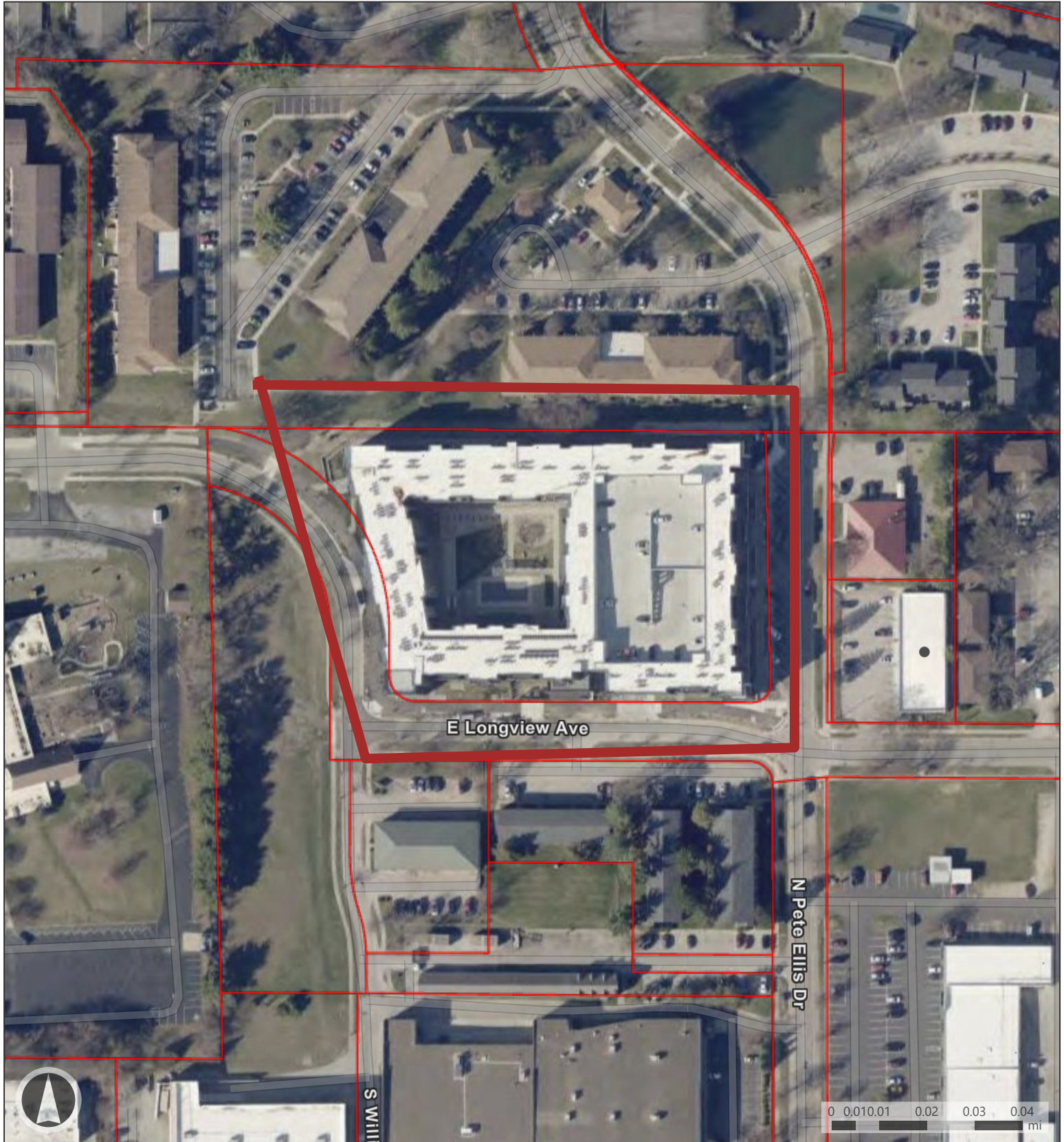
1. PUD Final Plan approval is delegated to the Planning and Transportation Department staff.
2. The petitioner will record the proposed workforce housing Zoning Commitment approved by the Housing and Neighborhood within four weeks of approval of the PUD Amendment.



Map Legend

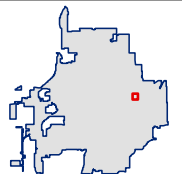
- Parcels
- Bloomington Municipal Boundary





Map Legend

-  Parcels
-  Bloomington Municipal Boundary



8801 River Crossing Blvd, Suite 300
 Indianapolis, Indiana 46240
 T 317.843.5959
 F 317.843.5957

To: City of Bloomington
From: SPCW Bloomington JV, LLC (“SPCW”)
Date: November 4, 2024
RE: Petitioner’s Statement: 121 N Pete Ellise Drive - WFH - Zoning Commitment

Petition: Amend the recorded Zoning Commitment (Instrument Number 2023004318) and relevant and applicable text and obligations in District Ordinance 21-31 and Curry PUD Preliminary Plan.

Petitioner is also requesting a waiver of second hearing.

The Petitioner’s Statement dated 06.04.2021 identified offering 15% of its unit bedrooms to be set aside for workforce housing with the proposed Zoning Commitment attached with the submittal. The Zoning Commitment was recorded on April 27, 2023.

Since opening, and despite its best efforts, SPCW has had difficulty in securing qualifying tenants for the designated units and sees a payment in lieu as an effective way to assist the City’s efforts concerning workforce housing. Further, SPCW and the City of Bloomington Housing and Neighborhood Development and Planning and Transportation Department entered into a Memorandum of Understanding (the “**MOU**”) on October 2, 2024. In the MOU, SPCW and HAND agreed to work together in good faith to pursue a modification to the Zoning Commitment with mutually agreeable terms.

SPCW proposes modifications to District Ordinance 21-31 and Curry PUD Preliminary Plan, by way of the attached PAYMENT IN LIEU AGREEMENT AND TERMINATION OF ZONING COMMITMENT AND WORKFORCE (AFFORDABLE) HOUSING REQUIREMENTS document attached hereto, to terminate and replace the Zoning Commitment, as summarized below:

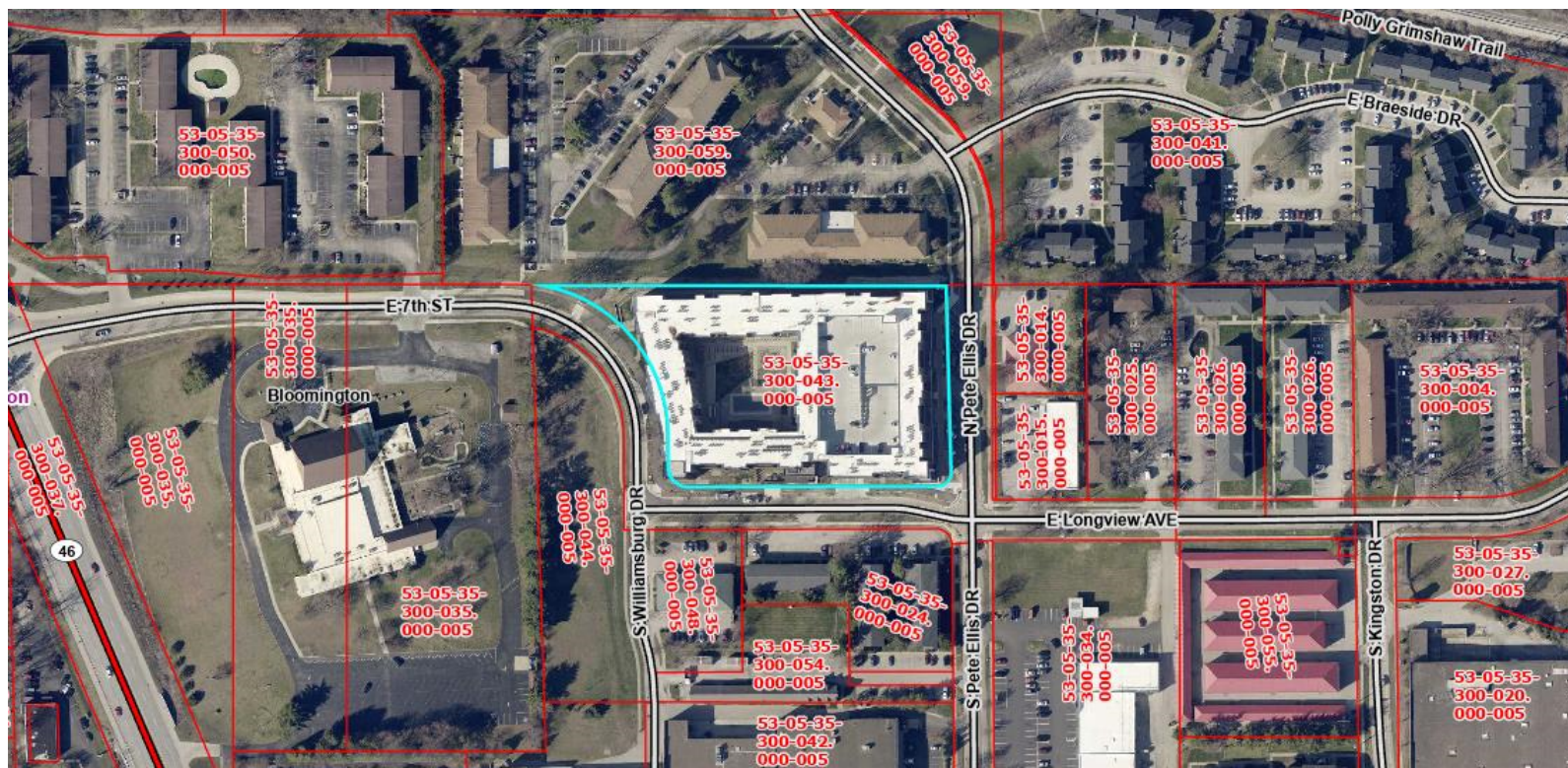
Owner to make a payment to the City in an amount equal to One Million Forty Thousand and No/100 Dollars (\$1,040,000.00) (based on the current UDO fee schedule of \$20,000 per bed applied to the 52 bedrooms currently enrolled in the workforce housing program) to fully satisfy all obligations under the Zoning Commitment and the Workforce Housing Commitment (the “Payment in Lieu”) as allowed for new developments under 20.04.110(c)(7)(A) of the UDO.

We appreciate the City considering our petition to modify to the subject property’s zoning commitment and the opportunity to be a partner in the City’s housing initiatives.

Sincerely,

SPCW Bloomington JV, LLC

Subject Property Aerial



**PAYMENT IN LIEU AGREEMENT AND TERMINATION OF ZONING
COMMITMENT AND WORKFORCE (AFFORDABLE) HOUSING
REQUIREMENTS**

This Payment in Lieu Agreement and Termination of Zoning Commitment and Workforce (Affordable) Housing Requirements (this “**Agreement**”) is made and entered into this ____ of _____, 2024, by Bloomington SPCW JV, LLC, LLC, an Indiana limited liability company (“**Owner**”), having an office at 8801 River Crossing Boulevard, Suite 300, Indianapolis, IN 46240, The City of Bloomington, Indiana (the “**City**”) and The City of Bloomington, Indiana Plan Commission (the “**Commission**”).

RECITALS

A. Owner is the owner of certain real property located at 105 N. Pete Ellis Drive, Bloomington, Indiana, the property is identified by the following Monroe County Parcel Number 53-05-35-300-043.000-005 (“the **Property**”), which is more particularly described as Lot 8 located in Deckard East Third Street Subdivision, Monroe County, Indiana, as recorded in Plat Cabinet C, Envelope 334, in the Office of the Recorder of Monroe County, Indiana.

B. The Property is subject to that certain Zoning Commitment executed by Owner on January 4, 2023, and recorded on April 27, 2023, in the Office of the Recorder of Monroe County, Indiana, as Instrument Number 2023004318 MIS (the “**Zoning Commitment**”).

C. Under the Zoning Commitment, the Owner committed to providing workforce housing at the Property in exchange for receiving additional zoning benefits from the City of Bloomington’s Plan Commission, as permitted under Indiana Code Section 36-1-24.2-4 (the “**Workforce Housing Commitment**”).

D. Questions and concerns have arisen regarding the Zoning Commitment, and the interpretation of the Owner’s ability to qualify certain tenants under the Commitment for Workforce Housing.

E. In furtherance of the City’s efforts to create affordable housing, Owner, the City and the Commission desire for Owner to make a payment to the City in an amount equal to One Million Forty Thousand and No/100 Dollars (\$1,040,000.00) (based on the current UDO fee schedule of \$20,000 per bed applied to the 52 bedrooms currently enrolled in the workforce housing program) to fully satisfy all obligations under the Zoning Commitment and the Workforce Housing Commitment (the “**Payment in Lieu**”).

F. Pursuant to Section 11 of the Zoning Commitment, the Zoning Commitment shall only terminate with the approval from the Commission after notice of hearing has been provided in accordance with the Rules and Procedures of the Commission.

G. Such obligation under Section 11 of the Zoning Commitment was satisfied at the public hearing held by the Commission on _____, 2024, at which time the Commission approved (i) this Agreement, and (ii) accepting the Payment in Lieu in consideration for terminating the Zoning Commitment, the Workforce Housing Commitment and, if applicable,

any and all other workforce/affordable housing requirements pertaining to the Property that were imposed by the City and/or the Commission, as the case may be.

H. Owner, the City and the Commission now desire to terminate the Zoning Commitment and fully release and terminate the Property from Workforce Housing Commitment.

AGREEMENTS

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement and are hereby made a part hereof, as if fully set forth herein.

2. Payment in Lieu. On or before five (5) days after approval of the City, approval of the Commission and execution and delivery of this Agreement by all parties, Owner shall make the Payment in Lieu to the City.

3. Termination of Zoning Commitment and Workforce Housing Commitment. Upon receipt of the Payment in Lieu, the City, the Commission and Owner hereby agree that the Zoning Commitment, the Workforce Housing Commitment and, if applicable, any and all other workforce/affordable housing requirements pertaining to the Property that were imposed by the City and/or the Commission, as the case may be, shall automatically terminate and be of no further force and effect. In furtherance of the foregoing, upon receipt of the Payment in Lieu by the City, the Property shall be released from the Zoning Commitment in its entirety.

4. Waiver. Subject to Owner making the Payment in Lieu as required herein, Owner, the City and the Commission hereby release and waive any and all actual or alleged claims, actions, causes of action and/or violations in connection with the Zoning Commitment and the Workforce Housing Commitment whether arising prior to or after the date hereof.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

6. Counterparts. This Agreement may be executed in any number of identical counterparts any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

IN WITNESS WHEREOF, Owner, the City and the Commission have caused this Agreement to be executed this ____ day of _____, 2024.

OWNER:

BLOMINGTON SPCW JV, LLC,
An Indiana limited liability company

By: _____
 Marc D. Pfleging, Manager

STATE OF INDIANA)
) SS
 COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 204, personally appeared Marc D. Pfleging, Manager of Bloomington SPCW JV, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Payment in Lieu Agreement and Termination of Zoning Commitment and Workforce (Affordable) Housing Requirements to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this this _____ day of _____, 2024.

My commission expires:

 Notary Public

Resident of _____ County, Indiana

[Signatures continue on following page(s).]

CITY:

THE CITY OF BLOMINGTON, INDIANA

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 204, personally appeared _____, the _____ of The City of Bloomington, Indiana, who acknowledged the execution of the foregoing Payment in Lieu Agreement and Termination of Zoning Commitment and Workforce (Affordable) Housing Requirements to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this this ____ day of _____, 2024.

My commission expires:

Notary Public _____

Resident of _____ County, Indiana

[Signatures continue on following page(s).]

COMMISSION:

THE CITY OF BLOOMINGTON, INDIANA PLAN
COMMISSION

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 204, personally appeared _____, the _____ of The City of Bloomington, Indiana Plan Commission, who acknowledged the execution of the foregoing Payment in Lieu Agreement and Termination of Zoning Commitment and Workforce (Affordable) Housing Requirements to be his voluntary act and deed.

WITNESS my hand and Notarial Seal this this ____ day of _____, 2024.

My commission expires:

Notary Public _____
Resident of _____ County, Indiana

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Marc D. Pfleging, General Counsel
Scannell Properties
8801 River Crossing Boulevard, Suite 300
Indianapolis, IN 46240

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Marc Pfleging