



DATE: April 4, 2016
TO: Mayor and City Council
FROM: James Verbrugge, City Manager
RE: Sally Ness Questions at 3/21/2016 Public Comments

At Public Comments on March 21, Sally Ness covered four topics that had substantially been answered in correspondence I sent the Council and Mrs. Ness on _____ and on January 4, 2016. I have used material from these responses to cover the subjects and added an update to the section on Parking and Fire Lanes.

I prefaced my response on January 3 with the paragraph, “Here are answers to questions you have raised several times during City Council public comment periods. The answers to these questions are not going to change because you ask the question again or because you disagree with these answers. The Mayor and City Council asked me to provide you with a concise description of the way that the City of Bloomington interprets its code requirements and enforces them. The Council has asked you to not return to these same questions during future public comments because you have received this response on the subjects of food licenses, fire lanes and Type III vehicles.” This information still applies.

Food License and Certified Food Manager Requirements

The City of Bloomington does not ask food license applicants to provide proof of a certified food manager (CFM) to receive a license. Having a CFM is one of over 500 standard orders EH can cite as part of a routine food safety inspection and something inspectors check at all routine inspections.

For the temporary summer feeding program that DAF hosted (where the food is delivered to the program by a licensed caterer and is ready to serve); the City’s main focus is that the food is safe, is from an approved source and is served in a sanitary manner. If a facility has staff with the ability to demonstrate the knowledge necessary to serve safe food they meet requirements. Having a CFM is only additional proof of training.

Consistent with other places of assembly in Bloomington, no City license or inspection is needed for a place of assembly that serves food at events that are part of the services, ministry or worship offered.

Fire Lanes and Parking Lot

With regard to parking, Police need to enforce based on what they see. Police has received two parking complaints at 8201 Park Avenue since January 1, 2016.

The most recent parking complaint was on Friday, April 1. It was a complaint of a parked SUV blocking a residential driveway. This vehicle was cited for parking within five feet of drive way. While at the

My January 3 communication reported that on Wednesday, December 23 the Fire Marshal visited 8201 Park Avenue to evaluate the location and posting (by signs) of fire lanes on the property. The Fire Marshal observed that the number, type and location of fire lanes meets the intent of the Fire Code and that these lanes are signed in a way that permits them to be enforced (see the fire lanes marked in pink on the diagram on the next page.)

If an apparent fire lane violation of the fire lane occurs (for example, observing unoccupied vehicles parked in a designated fire lane), a person observing a violation should call Bloomington Police Dispatch (911) when the problem is observed. Dispatch will assign response by an officer (relative to the importance of other calls for service at that time) and it is the determination of the responding officer whether there is a code violation and if there is a violation, the most appropriate way to achieve compliance. Issuing a citation is only one of the officer's options when a violation is observed.

Type III Vehicles

At public comment periods, Mrs. Ness has stated that City Code prohibits Type III vehicles from parking in the parking lots at 8201 Park. That is incorrect. Type III vehicles are prohibited from parking on-street in residential zoning districts, but there is an exception in the City Code that allows Type III vehicles to be parked on a residentially zoned lot (such as 8201 Park) when the approved use is other than residential (for example, places of assembly, schools, colleges, libraries, parks) and when the vehicle is directly related to the lawful use. The City interprets a vehicle to be directly related to a use when the driver or occupant is attending an event on site.

Type III vehicles include semis and large buses as Mrs. Ness has referred to in her comments. Type III vehicles also include much smaller and more common vehicles such as contractor vehicles that are over eight feet high, small cargo trucks, step vans (such as UPS or FedEx trucks), and limousines over 22 feet long. While not allowed to park on-street, a contractor or step van driver may legally park their Type III vehicle on a residentially zoned site that is not used for residential purposes to do things such as pick their child up from school, attend a college class, drop off a library book or attend religious services. Parking Type III vehicles in this manner is common in Bloomington.

Typical enforcement for Type III vehicle parking violations is to let the driver know of the City parking requirements. Often, drivers are not aware of Bloomington's definition of Type III vehicles or the zoning of the property they are visiting. The City has found that most drivers comply with the ordinance requirements once they are aware of them. In the case of 8201 Park, upon observing a Type III vehicle parked on-street, Police will educate the driver of the standards and offer a map showing legal parking spaces. For smaller Type III vehicles, the driver may simply need to move the vehicle off-street and into the parking lots serving 8201 Park Avenue. For larger Type III vehicles that would find it hard to maneuver and park within the off-street lots, Police encourage the vehicle to park on-street in the industrial area to the north.

Berm Issues

The City has maintained the multi-use field since 1990 as part of the 1990 joint use agreement between the City and Lutheran High School. The 1999 joint use agreement clarified that the City would also provide maintenance for the practice area south of the multi-use field.

Paragraph 11 of the joint use agreement stipulates that the City shall be responsible for the maintenance of the multi-use field and the multi-use field practice area, located south of the multi-use field (this is where the berm is located). The agreement runs through May 17, 2024 with the option to extend the

agreement. Consistent with the body of the agreement the City is maintaining the turf area to the south of the multi-use field, including the berm.

In her September 28 comments, Sally Ness referred to Attachment D of the 2015 joint use agreement when concluding that Dar al Farooq (DAF), and not the City, is responsible for maintaining the multi-use field practice area. Attachment D was included with the agreement to address the disposition of improvements at the termination of the agreement, it also includes a column listing which party is responsible for maintaining each improvement. Upon review, there are a couple of errors in this column:

- DAF is listed as being responsible for maintaining the multi-use field practice area, when the body of the agreement says the City is the responsible party;
- The City is listed as being responsible for maintaining the press box on the multi-use field, when the body of the agreement says DAF is the responsible party.

These two improvements are listed next to each other in the Appendix D table, and it appears the responsible parties listed were transposed. City staff contacted DAF and confirmed that they have the same understanding as the City as to the maintenance of these two improvements.

Sally Ness has observed chunks of concrete in the berm and asked whether this is “legal” and whether it harms the City’s equipment. Concrete pieces or rocks in fill material is not a city code violation. The mowing crew was aware of the exposed concrete and avoid hitting it when they mow. Avoiding obstacles like this when mowing is pretty common and part of the job for the operators who are familiar with the location of items like stumps, irrigation valves, storm drain structures, and rip-rap in the areas they mow. The concrete pieces that were above the ground were removed. It took two city maintenance staff about approximately ten minutes to remove the concrete.

Does the berm impede drainage? The City is not aware of any drainage issues impacting maintenance around the berm.