



City of Bloomington Common Council

Legislative Packet

Containing legislation and materials related to:

Wednesday, 21 December 2022

Regular Session at 6:30pm



CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA:
REGULAR SESSION
WEDNESDAY | 6:30 PM
21 December 2022

*Council Chambers (#115), Showers Building, 401 N. Morton Street
The meeting may also be accessed at the following link:*

<https://bloomington.zoom.us/j/83278484559?pwd=K3d6MUhYUEFYsZntdE9lRm9lVTR1Zz09>

- I. **ROLL CALL**
- II. **AGENDA SUMMATION**
- III. **APPROVAL OF MINUTES**
- IV. **REPORTS** (*A maximum of twenty minutes is set aside for each part of this section.*)
 - A. **Councilmembers**
 - B. **The Mayor and City Offices**
 - C. **Council Committees**
 - D. **Public***
- V. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
- VI. **LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**

Note: There are no recommendations from Council committees associated with any of the items listed under Legislation for Second Readings and Resolutions.

- A. Ordinance 22-40 - An Ordinance to Amend Ordinance 22-26, Which Fixed the Salaries of Appointed Officers, Non-Union, And A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana for the Year 2023 – Re: To Reflect Changes Due to the Execution of a Collective Bargaining Agreement Between the City of Bloomington and Local 2487 CBMC, A.F.S.C.M.E. and also a Change Affecting One Additional Job Title
- B. Resolution 22-21 – To Approve the Interlocal Agreement between Monroe County, the Town of Ellettsville, and the City of Bloomington for Animal Shelter Operation for the Year 2023
- C. Resolution 22-22 – Approval of Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County, Indiana Re: Building Code Authority

(over)

* Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

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

Posted: 16 December 2022

- D. Resolution 22-23 – To Approve an Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County, Indiana in Regards to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG)

- E. Appropriation Ordinance 22-06 – An Ordinance Appropriating the Proceeds of the City of Bloomington, Indiana, General Revenue Annual Appropriation Bonds of 2022, Together With All Investments Earnings Thereon, for the Purpose of Providing Funds to Be Applied to the Costs of Certain Capital Improvements for Public Safety Facilities, and Paying Miscellaneous Costs In Connection with the Foregoing and the Issuance of Said Bonds and Sale Thereof, and Approving an Agreement of the Bloomington Redevelopment Commission to Purchase Certain Property

- F. Ordinance 22-38 – To Amend the City of Bloomington Zoning Maps by Rezoning a 87.12 Acre Property from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI) – Re: Northeast Corner of W. Fullerton Pike and S. State Road 37 (Monroe County Government, Petitioner)

VII. LEGISLATION FOR FIRST READINGS

None

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

IX. COUNCIL SCHEDULE

X. ADJOURNMENT

* Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

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



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

NOTICE

Wednesday, 21 December 2022

Regular Session

Starting at 6:30 pm

This meeting will be held in the Council Chambers (Suite #115, City Hall, 401 N. Morton St) and may also be accessed electronically via Zoom (see information below).

Join Zoom Meeting

<https://bloomington.zoom.us/j/83278484559?pwd=K3d6MUhYUEFYsZntdE9lRm9lVTR1Zz09>

Meeting ID: 832 7848 4559

Passcode: 941571

One tap mobile

+13126266799,,83278484559# US (Chicago)

+16469313860,,83278484559# US

Find your local number: <https://bloomington.zoom.us/j/83278484559?pwd=K3d6MUhYUEFYsZntdE9lRm9lVTR1Zz09>

As a quorum of the Council or its committees may be present, this gathering constitutes a meeting under the Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.



MEMO FROM COUNCIL OFFICE ON

Ordinance 22-40 – An Ordinance To Amend Ordinance 22-26, Which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for All the Departments of the City Of Bloomington, Monroe County, Indiana for the Year 2023 – Re: To Reflect Changes Due to the Execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. and also a Change Affecting One Additional Job Title

Synopsis

This ordinance amends Ordinance 22-26, which set the maximum 2023 salary for all appointed officers, non-union, and A.F.S.C.M.E. employees for all the departments of the City of Bloomington, Indiana. The changes reflect the recent execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. and also include a change affecting one additional job title unrelated to the collective bargaining agreement.

Relevant Materials

- Ordinance 22-40
- Staff Memo from Caroline Shaw, Human Resources Director
- Ordinance 22-26 with annotated changes proposed by Ordinance 22-40 (Redline)
- Work Agreement between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E.

Summary

Ordinance 22-40 amends Ordinance 22-26, which set the salaries for appointed officers, non-union employees, and AFSCME employees for 2023. It is being brought forward at this time in order to reflect the terms of a new four-year collective bargaining agreement that the city and AFSCME union reached (union members voted to accept the contract on November 30, 2022). Please see the Memo from Caroline Shaw, Director of the Human Resources Department, for a detailed list of what has been changed. While the new agreement between the City and union is included in this packet for context, the Council is not considering approval of the contract itself. Instead, the administration is requesting that the 2023 salary ordinance be amended to include the changes from the contract.

Generally, there were several changes made to titles, pay grades, and pay schedules within the Utilities Department. The pay grades and job classification table for Labor, Trades, and Crafts positions was replaced in its entirety. There were also general increases in types of additional hourly and certification pay and reimbursements that employees within these positions could qualify to receive.

Contact:

Caroline Shaw, Human Resources Director, 812-349-3578, shawcaro@bloomington.in.gov
Mike Rouker, City Attorney, roukerm@bloomington.in.gov, 812-349-3426

ORDINANCE 22-40

AN ORDINANCE TO AMEND ORDINANCE 22-26, WHICH FIXED THE SALARIES OF APPOINTED OFFICERS, NON-UNION, AND A.F.S.C.M.E. EMPLOYEES FOR ALL THE DEPARTMENTS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA FOR THE YEAR 2023 – Re: To Reflect Changes Due to the Execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. and also a Change Affecting One Additional Job Title

WHEREAS, Indiana Code § 36-4-7-3 authorizes the Mayor, subject to the approval of the Council, to fix the annual compensation of appointed officers, non-union, and A.F.S.C.M.E. employees; and

WHEREAS, Salaries for appointed officers, non-union, and A.F.S.C.M.E. employees for all departments of the city were set by Ordinance 22-26, which was adopted on October 12, 2022; and

WHEREAS, Recent execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. should be reflected in Ordinance 22-26; and

WHEREAS, In the interest of including all relevant salaries in one document, these changes are incorporated into Ordinance 22-26 by deleting and replacing the text of the entire ordinance, but such deletion and replacement is not intended to change the status of unaffected job titles or provisions;

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

Ordinance 22-26, which fixed salaries for appointed officers, non-union, and A.F.S.C.M.E. employees for all departments of the city, is hereby deleted in its entirety and replaced as follows:

SECTION 1: From and after the first day of January 2023, the salary and pay schedule for the following appointed officers and employees of the City of Bloomington, be fixed as follows:

SALARY SCHEDULE AS PRESENTED BY MAYOR JOHN HAMILTON TO THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON:

I, John Hamilton, Mayor of the City of Bloomington, Indiana, as required by Indiana Code § 36-4-7-3, hereby fix the salaries and pay schedule for the following appointed officers and employees of the City of Bloomington, Indiana, beginning January 1, 2023, and continuing thereafter until duly changed, and request that such salary rates be approved by the Common Council of said city.

In addition to the salaries of appointed officers and employees of the Civil City, this ordinance also contains the salaries of the appointed officers and employees of the City Utilities Department, which have been approved by the Utility Services Board pursuant to Indiana Code § 36-4-7-3.

For employees not covered by a collective bargaining agreement (non-union), the maximum rates listed below reflect the maximum annual salary for each job grade for a regular full-time employee. These ranges are based on full-time hours worked and will be prorated for part-time employees.

For Labor, Trades and Crafts employees, the maximum rates listed below reflect the maximum longevity-based hourly rate for each job grade in accordance with the Step Charts continued in the Work Agreement between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E.

Where more than one position share the same job title in the department indicated, the number of positions that share the job title is given in parentheses after the job title.

<u>Department/Job Title</u>	<u>Grade</u>
<u>Board of Public Safety</u>	
Board Members	
<u>Clerk</u>	
Chief Deputy Clerk	6
Deputy Clerk (2)	5
<u>Common Council</u>	
Council/Administrator Attorney	12
Deputy Administrator/Deputy Attorney	9
Assistant Administrator/Legal Research Assistant (.80)	5
<u>Community and Family Resources Department</u>	
Director	12
Director – Safe & Civil City	7
CBVN Coordinator	7
Special Projects Coordinator	7
After Hours Ambassador	7
Latino Outreach Coordinator	6
Special Projects Coordinator (3)	6
Office Manager/Program Assistant	3
<u>Controller’s Department</u>	
Controller	12
Deputy Controller	10
Director of Auditing and Financial Systems	10
Accounting and Procurement Manager	8
Data Analyst and Manager	8
Purchasing Manager	8
Grant Research and Sourcing Manager	6
Payroll Systems Manager	6
Senior Accounts Payable/Revenue Clerk	5
Accounts Payable/ Revenue Clerk (3)	4
<u>Department of Economic and Sustainable Development</u>	
Director	12
Assistant Director of Sustainability	8
Assistant Director for Small Business Development	8
Assistant Director for the Arts	8
Special Projects Manager	8
Transportation Demand Manager	7
Sustainability Program Coordinator	6
Administrative Assistant	4
<u>Engineering Department</u>	
City Engineer	12
Senior Project Engineer	10
Project Engineer	9
Senior Project Manager	8
Project Manager (2)	7
Public Improvements Manager	7
Engineering Field Specialist (2)	6
Engineering Technician	4
Transportation Technician	4
Administrative Assistant (0.5)	4
<u>Fire Department</u>	
Fire Marshal	7
Community EMT / Community Paramedic (4)	6
Administrative Assistant (1.5)	3

HAND Department

Director	12
Assistant Director	10
Program Manager (6)	7
Neighborhood Compliance Officer (6)	5
Financial Specialist	5
Rental Specialist 1	3
Rental Specialist 2 (2)	3

Human Resources Department

Director	12
Assistant Director	10
Director of Compensation and Benefits	10
Benefits Manager	8
Talent Manager	8
Human Resources Generalist	7
Talent Acquisition Specialist	6
Payroll Coordinator	3
Talent Coordinator	3

Information and Technology Services Department

Director	12
Assistant Director of Operations	10
Assistant Director for Enterprise Applications	10
GIS Manager	10
Technology Support Manager	10
Applications Infrastructure Analyst	8
Network and Security Administrator	8
Systems Administrator	8
Applications Analyst (3)	7
Accounts and Training Specialist	5
Digital Equity Specialist (.5)	5
GIS Specialist (2)	5
Technology Support Specialist (5)	5
Office Manager	5

Legal Department

Legal

Corporation Counsel	12
City Attorney	11
Assistant City Attorney (5)	10
Human Rights Director/Attorney	10
Paralegal/Administrative Assistant	5
Human Rights Administrative Assistant	4

Risk Management

Risk Manager	9
Director of Safety and Training	6
Risk Administrative Assistant	4

Office of the Mayor

Deputy Mayor	12
Communications Director	9
Director of Innovation	9
Director of Community Engagement	9
Chief of Staff	7
Digital Brand Manager	8
Administrative Coordinator	4

Parks Department

Administrator	12
Operations and Development Director	10
Recreation Services Director	9
Sports Services Director	9
Operations Superintendent	8
General Manager, Twin Lakes Recreation Center	8
General Manager, Switchyard Park	8
Community Relations Manager	8
Community Events Manager	7
Golf Facilities Manager	7
Coordinator-AJB	7
Natural Resources Manager	7
Sports Facility/Program Manager	7
Urban Forester	7
Urban Greenspaces Manager	7
Membership Coordinator	6
Program/Facility Coordinator (5)	6
Golf Programs Coordinator	6
Health/Wellness Coordinator	6
Natural Resources Coordinator	6
Community Relations Coordinator	6
Sports/Facility Coordinator	6
Golf Course Superintendent	6
Market Master Specialist	5
Program Specialist (2)	4
Community Relations Specialist	4
Office Manager	4
Operations Office Coordinator	4
Sports Specialist	4
Administrative Assistant	3
Customer Relations Representative (3)	3
Crew Leader	110
Equipment Maintenance Mechanic	108
Equipment Maintenance Mechanic (Facilities)	108
Working Foreperson (9)	108
Apprentice MEO/Master MEO (3)	104/108
Laborer (8)	104
Custodian	101

Planning and Transportation Department

Planning and Transportation Administration

Director	12
Assistant Director	10
Office Manager	5
Administrative Assistant	3

Planning Services Division

Planning Services Manager	9
Senior Transportation Planner	8
MPO Transportation Planner	7
Long Range Planner	6
Bicycle and Pedestrian Coordinator	6

Development Services Division

Development Services Manager	9
Senior Zoning Compliance Planner	7
Senior Zoning Planner	7
Senior Environmental Planner	7
Zoning Planner (.5)	6
Zoning Planner and GIS Analyst	6
Zoning and Long Range Planner	5
Zoning Compliance Planner	5

Police Department

Administration

Director of Civilian Operations	10
Crime Scene Technician and Property Manager (2)	8
Social Worker (3)	8
Community Affairs and Accreditation Specialist	7
Executive Assistant	6
CAD/RMS Administrator	6
Data Analyst (2)	6
Community Service Specialist (11)	5
Office Manager	4
Evidence Room Clerk	2
Custodian	1

CEDC

Telecommunications Manager	9
Social Worker	8
Telecommunications Assistant Manager	8
Telecommunications Supervisor (6)	7
Telecommunicators (32)	6

Records

Records Supervisor	8
Records Assistant Supervisor	6
Special Investigations Clerk	5
Records Clerk (11)	5
Front Desk Clerk I	4

Public Works Department

Public Works Administration

Director	12
Data Analyst and Manager	8
Special Projects and Operations Manager	8
Special Projects Coordinator	6
Office Manager	4
Customer Relations Representative	3
Board Members	

Animal Care and Control

Director	9
Outreach Coordinator	6
Shelter Manager	7
Volunteer Program Director	6
Administrative Assistant (4)	2
Animal Control Officer (3)	107
Animal Care Technician (9)	106

Operations and Facilities

Director	9
Downtown Specialist	4
Maintenance/Custodian (2)	107

Fleet

Fleet Maintenance Manager	8
Administrative Assistant	3
Inventory Coordinator	3
Apprentice Master Technician/Master Technician (8)	109/112
Shop Foreperson	113

Parking Services Division

Director	9
Enforcement Supervisor	8
Garage Manager	8
Garage Assistant Manager	5
Garage Shift Supervisor	4
Team Leader	4
Meter Technician (3)	3
Enforcement Officers (7)	3
Customer Service/Security Specialist (10)	3
Customer Relations Representative (2)	3

Sanitation

Director	9
Office Manager	3
Crew Leader (2)	110
Apprentice MEO/Master MEO (17)	104/108
Laborer (3)	104

Street Operations

Director of Street Operations	10
Deputy Director	8
Traffic Manager	7
Street Maintenance Supervisor	7
Asset Clerk/Emergency Grants Coordinator	4
Asset Clerk	3
Crew Leader (5)	110
Apprentice MEO/Master MEO (16)	104/108
Laborer (12)	104

Utilities

Accounting and Finance

Utilities Assistant Director – Finance	11
Finance Manager	8
Accounting Manager	7
Accounts Receivable Manager	6
Associate Accountant	5
Web/Information Manager	5
Account Collections Specialist	5
Accounting Clerk	4
Accounts Payable Clerk	4
Office Manager	3
Customer Service Representative (2)	3
Assistant Accounts Payable Clerk	2

Administration

Director	12
Assistant Director of Operations	10
Communications Manager	8
Conservation and Energy Resource Manager	8
Data Analyst	7
Administrative Assistant	4
Administrative Assistant	3
Communications Operator (7)	2
Board Members	

Environmental

Assistant Director of Environmental Programs	9
Water Quality Coordinator	8
Pretreatment Program Coordinator	8
MS4 Coordinator	8
Environmental Program Specialist	6
Pretreatment Program Inspector	6

Water Specialist (.75)	5
Education Specialist	4
Specialized Crew Leader	U-119
Utilities Specialist I/II/III (1.75)	U-111/113/115

Blucher Poole

Superintendent	9
Assistant Superintendent	7
Maintenance Coordinator	7
Wastewater Plant Operator (9)	U-106
Apprentice/Master MEO	U-104/108
Utilities Specialist I/II/III	U-111/113/115

Customer Relations

Customer Relations Manager	6
Customer Relations Representative (4)	3

Dillman

Superintendent	9
Assistant Superintendent	7
Maintenance Coordinator	7
Solids Handling Supervisor	7
Administrative Assistant	2
Plant Maintenance Mechanic Apprentice/Mechanic (4)	U-113/118
Wastewater Plant Operator (10)	U-106
Apprentice MEO/Master MEO	U-104/108

Engineering

Utilities Assistant Director – Engineering	11
Utilities Engineer (3)	10
Capital Projects Manager	9
Capital Projects Coordinator	8
Environmental Program Coordinator	7
GIS Coordinator	7
Senior Project Coordinator (2)	7
Assistant GIS Coordinator	6
Project Coordinator (2)	6
Utilities Inspector (3)	6
Utilities Technician (3)	5
Administrative and Project Coordinator	4

Laboratory

Chemist	8
Lab Technician I (3)	U-109

Meter Services

Assistant Superintendent	7
Meter Services Representative/Management Technician	5
Meter Technician II	U-107
Meter Serviceperson (6)	U-105
Meter Service Laborer (4)	U-103

Monroe Plant

Superintendent	9
Assistant Superintendent	7
Maintenance Coordinator	7
Plant Maintenance Mechanic Apprentice/Mechanic (2)	U-113/118
Water Plant Operator (10)	U-106

Purchasing

Purchasing Manager	7
Inventory Coordinator	4
Purchasing Buyer	4
Working Foreperson	U-108
Laborer (2)	U-104

Transmission and Distribution

Utilities Assistant Director – T&D	11
Assistant Superintendent (5)	7
Engineering Field Technician (5)	5
T&D/Meter Operations Coordinator	4
Administrative Assistant	3
Specialized Crew Leader (8)	U-119
Lift Station Mechanic Apprentice/Lift Station Mechanic (4)	U-113/118
Heavy Equipment Operator I/II (11)	U-116/118
Laborer/Utilities Specialist I/II/III (16)	U-104/111/113/115

SECTION 2 A. Non-Union Positions. The minimum and maximum rates listed below reflect the salary ranges for each job grade for a regular full-time employee. These ranges are based on full time hours worked and will be prorated for part-time employees. Employees whose 2023 salary is higher than the maximum of the salary range due to past merit/market increases or attraction/retention, shall nonetheless continue to receive their total salary.

NON-UNION

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$35,721.22	\$46,437.58
2	\$36,792.85	\$47,830.94
3	\$37,896.54	\$49,265.51
4	\$39,033.44	\$62,453.75
5	\$40,204.69	\$64,326.81
6	\$42,215.15	\$67,544.01
7	\$44,325.23	\$70,920.36
8	\$47,427.92	\$75,885.83
9	\$52,171.30	\$93,907.87
10	\$57,388.65	\$103,298.43
11	\$65,996.09	\$118,793.65
12	\$79,855.24	\$143,740.12
Pension Secretaries		\$4,000
Board of Public Works Member		\$2,100
Board of Public Safety Members		\$635
Utility Services Board Members		\$4,279

SECTION 2 B: Police Shift Differential. Employees working in the Police Department as dispatchers and clerks shall receive a twenty-six cents (\$0.26) per hour premium shift differential for working the evening shift.

SECTION 2 C: Labor, Trades, and Crafts Positions. Any employee who transfers laterally or is promoted to another position in the Pay Plan shall be paid at the wage for the new position in accordance with the relevant longevity step as determined by the Step Charts contained in the Work Agreement and Memorandum of Understanding between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E. Provided, however, no current employee shall receive a pay reduction upon lateral transfer or promotion, but will not receive an additional increase due to promotion or longevity until so merited with the step pay system for the job classification. An employee who is demoted for disciplinary reasons or in lieu of layoff shall receive the wage for the relevant step within the job classification to which the employee is demoted. Also, the employee’s longevity of service is “carried” to the new position. Internal promotions shall be paid at ninety-five percent (95%) of the salary of the relevant grade and step for the first thirty (30) days after promotion. Employees who transfer to a pay grade below their current pay grade shall be paid at the relevant grade and step for the new position.

Employees whose present rate of pay is higher than indicated by the Step Charts, based on the employee's pay grade and longevity, will not receive a pay cut, but will not receive any increase due to longevity until the step chart for the year in question shows an amount greater than the employee's current wage rate plus any across-the-board increase for the year in question. The rates shown below for the pay grades and job classification for Labor, Trades, and Crafts positions are the minimum and maximum rates:

LABOR, TRADES, AND CRAFTS

Animal Shelter	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Animal Care Technician	106	20.24	20.8	21.38	21.94	22.5	22.91	23.3	23.69	24.09	24.49	24.89
Animal Control Officer	107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
Facilities	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Maintenance/Custodian	107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
Fleet Maintenance	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Apprentice Master Technician	109	20.66	21.23	21.8	22.37	22.93	23.33	23.72	24.12	24.52	24.94	25.34
Master Technician	112	22.44	23	23.57	24.13	24.7	25.09	25.5	25.9	26.28	26.68	27.08
Shop Foreperson	113	23.44	24.01	24.56	25.14	25.7	26.11	26.5	26.89	27.29	27.7	28.1
Parks & Recreation	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Custodian	101	19.54	20.1	20.66	21.23	21.8	22.21	22.59	22.99	23.38	23.79	24.19
Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Equipment Maintenance Mechanic	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Working Foreperson	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Crew Leader	110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Sanitation	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Crew Leader	110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47

Street	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Crew Leader	110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Utilities - Laboratory & Environmental Services	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laboratory Technician I	U-109	20.66	21.23	21.8	22.37	22.93	23.33	23.72	24.12	24.52	24.94	25.34
Laboratory Technician II	U-110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Utilities Specialist I	U-111	21.12	21.66	22.2	22.74	23.28	23.66	24.04	24.42	24.8	25.18	25.56
Utilities Specialist II	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist III	U-115	22.94	23.48	24.02	24.56	25.1	25.48	25.86	26.24	26.62	27	27.38
Specialized Crew Leader	U-119	24.5	25.04	25.58	26.12	26.66	27.04	27.42	27.8	28.18	28.56	28.94
Utilities - Plants	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Motor Equipment Operator Apprentice	U-104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Wastewater Plant Operator	U-106	20.24	20.8	21.38	21.94	22.5	22.91	23.3	23.69	24.09	24.49	24.89
Water Plant Operator	U-106	20.24	20.8	21.38	21.94	22.5	22.91	23.3	23.69	24.09	24.49	24.89
Utilities Specialist I	U-111	21.12	21.66	22.2	22.74	23.28	23.66	24.04	24.42	24.8	25.18	25.56
Master Motor Equipment Operator	U-108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Plant Maintenance Mechanic Apprentice	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist II	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist III	U-115	22.94	23.48	24.02	24.56	25.1	25.48	25.86	26.24	26.62	27	27.38
Plant Maintenance Mechanic	U-118	23.98	24.52	25.06	25.6	26.14	26.52	26.9	27.28	27.66	28.04	28.42
Utilities - T&D and Purchasing	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Meter Service Laborer	U-103	19.82	20.38	20.95	21.52	22.08	22.48	22.87	23.26	23.67	24.08	24.48
Laborer	U-104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Meter Serviceperson	U-105	20.1	20.66	21.23	21.8	22.37	22.76	23.16	23.55	23.95	24.35	24.74
Meter Technician II	U-107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
Working Foreperson	U-108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Utilities Specialist I	U-111	21.12	21.66	22.2	22.74	23.28	23.66	24.04	24.42	24.8	25.18	25.56
Lift Station Mechanic Apprentice	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist II	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist III	U-115	22.94	23.48	24.02	24.56	25.1	25.48	25.86	26.24	26.62	27	27.38
Heavy Equipment Operator I	U-116	23.07	23.61	24.15	24.69	25.23	25.61	25.99	26.37	26.75	27.13	27.51

Heavy Equipment Operator II	U-118	23.98	24.52	25.06	25.6	26.14	26.52	26.9	27.28	27.66	28.04	28.42
Lift Station Mechanic	U-118	23.98	24.52	25.06	25.6	26.14	26.52	26.9	27.28	27.66	28.04	28.42
Specialized Crew Leader	U-119	24.5	25.04	25.58	26.12	26.66	27.04	27.42	27.8	28.18	28.56	28.94

SECTION 2 D: Gainsharing. This section applies to Labor, Trades, and Crafts (LTC) positions. Management and employees of the City of Bloomington may design and implement a gainsharing program whereby the City can provide, and the employees can be rewarded for, the highest quality and most cost-effective public service possible for the citizens of Bloomington. In the event that a gainsharing program is implemented, the terms of application of such program shall be approved by Ordinance of the Bloomington Common Council.

SECTION 2 E: Emergency Call Out. This section applies to Labor, Trades, and Crafts (LTC) positions. Whenever it becomes necessary for a Department to call out an employee for emergency work at times other than such employee's regular shift period, such employee shall receive not less than three (3) hours. This provision shall prevail for each time an employee is called out by a Department at periods other than his/her regular shift. The rate of pay for emergency call out shall be one and one-half (1 ½) times the regular hourly rate except on Sundays and holidays, when the rate of pay for emergency call out shall be two (2) times the regular hourly rate. Any such payment for emergency call out shall be in addition to the employee's daily wages, if any, and in addition to any on call pay to which the employee is entitled.

SECTION 2 F: On Call Status. Any employee with a Labor, Trades, and Crafts (LTC) position, who is required to be on call shall be paid forty-seven dollars (\$47.00) per 24-hour period. Fire Inspectors receive \$100 per week when in an on-call status.

SECTION 2 G: Temporary Reassignment. This section applies to Labor, Trades, and Crafts (LTC) positions. An employee who is temporarily assigned to perform the duties of a job classification in a pay grade above the employee's normal pay grade shall be compensated at the rate in effect for the higher pay grade as follows:

- 1) If the assignment exceeds two (2) consecutively scheduled work days, the employee shall be paid the higher rate for all consecutive days worked in the higher classification, including the first two (2) consecutive days; or
- 2) If the assignment exceeds thirty-two (32) hours in a payroll period, the employee shall be paid the higher rate for all hours worked in the higher classification during the payroll period.

SECTION 2 H: Tool Allowance and Automotive Service Excellence Testing Reimbursement. This section applies to Labor, Trades, and Crafts (LTC) positions. Employees classified as mechanics in Fleet Maintenance shall be reimbursed up to one thousand dollars (\$1000.00) in any calendar year for either (1) the purchase of tools or (2) the cost of Automotive Service Excellence (ASE) testing, provided that the technician passes the test.

SECTION 2 I: Licenses and Certifications. This section applies to Labor, Trades, and Crafts (LTC) positions. Wastewater Plant Operators shall receive two dollars (\$2.00) per hour for obtaining a Class I certification. Wastewater Plant Operators who receive a Class II certification shall receive three dollars (\$3.00) per hour. Wastewater Plant Operators who receive a Class III certification shall receive four dollars (\$4.00) per hour. Wastewater Plant Operators who receive a Class IV certification shall receive five dollars (\$5.00) per hour.

Specialized Crew Leaders who obtain (DSL) certifications, issued by the State of Indiana, Department of Environmental Management, shall receive an additional one dollar (\$1.00) per hour.

Lift Station Mechanics and Apprentice Lift Station Mechanics who obtain Collection System Class II Certification, issued by the Indiana Water Pollution Control Association, shall receive an additional one dollar (\$1.00) per hour. Plant Maintenance Mechanics who obtain a Class II Collection Systems Certification shall receive an additional one dollar (\$1.00) per hour.

Water Plant Operators who qualify as a grade operator in training (O.I.T.) as defined by 327 IAC 8-12-3.2 will receive an additional two dollars (\$2.00) per hour. After one year of service as an O.I.T., Water Plant Operators shall receive an additional one-dollar (\$1.00), for a total of three dollars (\$3.00) per hour. Water Plant Operators who obtain a grade WT-5 certification will receive additional pay in the amount of two dollars (\$2.00) per hour for a maximum of five dollars (\$5.00) per hour.

Specialized Crew Leaders, Heavy Equipment Operators (both Class I and II), Lift Station Mechanics, and Utilities Specialists (Classes I, II, and III) who are not required to hold a DSL or a Class II collection systems certification may nonetheless obtain such license or certification and will receive an additional fifty cents (\$0.50) per hour for each such non-required certification. Additionally, up to two additional fifty cent (\$0.50) incentive premiums may be awarded to water plant operators and wastewater plant operators for obtaining the following licenses, provided that the below-listed license is not a required license:

- (1) Water Treatment 5 (WT5);
- (2) Wastewater Class I, Class II, Class III, or Class IV (only one Class at a time is payable);
- (3) Distribution Systems License;
- (4) Collection Systems License.

Where an employee is required to obtain a Class B CDL, he/she will receive eighty cents (\$0.80) per hour additional compensation. Where an employee is required by Employer to obtain a Class A CDL, he/she will receive one dollar (\$1.00) per hour additional compensation. Employees classified as mechanics in Fleet Maintenance that obtain the certification of (ASE) Automotive Service Excellence (ASE) will receive an additional forty cents (\$0.40) per hour for each test passed. A maximum of eight (8) certificates or three dollars twenty cents (\$3.20) shall apply.

Employees who possess the following certifications shall receive twenty-five cents (\$0.25) per hour additional compensation provided said certifications remain current and are considered an essential requirement or function of an employee's job:

- 1) International Municipal Signal Association—Traffic Signal Technician, Level 1;
- 2) International Municipal Signal Association—Sign and Pavement Marking Technician Level 1;
- 3) American Concrete Institute—Flatwork Finisher and Technician;
- 4) Certified Arborist;
- 5) Certified Pool Operator;
- 6) Euthanasia Certificate;
- 7) Registered Pesticide Technician;
- 8) Certified Pesticide Applicator;
- 9) Tree Risk Assessment Certification;
- 10) Certified Playground Inspector;
- 11) Certified Bucket Truck Operator.*

*Bucket truck operator certifications shall be limited by department as follows:

Parks Department: Two (2) employees who are primarily assigned to the Department's tree crew.

Street Department: Eighteen (18) employees. Those employees who are primarily assigned to the tree crew or the traffic signal crew must be bucket truck certified. Necessary backup employees who are not primarily assigned to the tree crew or traffic signal crew may also receive pay for bucket truck certification. However, in no case shall the total number of Street Department employees receiving bucket truck certification pay exceed eighteen (18) employees. Eligibility for bucket truck certification pay for Street Department employees who are not primarily assigned to the tree crew or traffic signal crew shall be offered to backup employees based upon seniority.

Additional categories of certifications may be added to the above list in accordance with the collective bargaining agreement between the City and AFSCME.

At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in this Agreement.

SECTION 2 J: Night and Swing Shifts. This section applies to Labor, Trades, and Crafts (LTC) positions. In accordance with Article 4 of the Work Agreement and Memorandum of Understanding between the City of Bloomington and Local 2487 CBME, A.F.S.C.M.E., employees working on the evening or night shift shall receive seventy-five cents (\$0.75) per hour premium. Employees working on a swing shift shall receive an eighty cents (\$0.80) per hour premium.

SECTION 2 K: Holiday Pay. This section applies to Labor, Trades, and Crafts (LTC) positions. For all paid legal holidays worked, the employee will receive a holiday allowance of two times regular pay, plus regular pay over a 24-hour period, and employees not working will receive regular pay.

Section 2 L: Common Law Positions. All positions that are filled on an ad hoc basis and are of temporary or seasonal nature are considered “Common Law Positions”, which are listed below. The rate ranges in the table are hourly rates, except as otherwise listed.

COMMON LAW POSITIONS

<u>Job Title</u>	<u>Minimum</u>	<u>Maximum</u>
Administrative Assistant	\$15.29	\$15.29
Attendant	\$15.29	\$15.29
Crossing Guard	\$15.29	\$15.29
Intern	\$15.29	\$15.29
Laborer	\$15.29	\$15.29
Law Clerk	\$15.29	\$15.29
Leader	\$15.39	\$15.59
Lifeguard	\$15.44	\$15.64
Motor Equipment Operator	\$15.29	\$15.29
Specialist	\$15.29	\$50.00
Staff Assistant	\$17.03	\$17.23
Supervisor	\$15.49	\$15.69
Meter Reader	\$15.29	\$15.29

Section 2 M. Longevity Recognition Pay. Any employee with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

Five (5) years	\$25.00
Ten (10) years	\$50.00
Fifteen (15) years	\$75.00
Twenty (20) years	\$100.00
Twenty-five (25) years	\$150.00
Thirty (30) years	\$200.00
Thirty-five (35) years	\$250.00
Forty (40) years	\$300.00
Forty-five (45) years	\$350.00
Fifty (50) years	\$400.00

SECTION 2 N: Dispatch Trainer Incentive Pay. Dispatchers may earn a maximum of \$525 per year for training other, less experienced dispatchers.

SECTION 2 O: CDL Physicals. Employees required to hold a CDL will be reimbursed up to one-hundred dollars (\$100) for the medical physical examination required to maintain a CDL.

SECTION 2 P. \$1,000 Payment. Regular employees will receive \$1,000 which will be distributed in two, \$500 payments. Those who are current employees at the time of payment are eligible to receive the payment.

SECTION 3: The rates shown as wages and salaries for the positions listed above are maximum rates.

SECTION 4: This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance amends Ordinance 22-26, which set the maximum 2023 salary for all appointed officers, non-union, and A.F.S.C.M.E. employees for all the departments of the City of Bloomington, Indiana. The changes reflect the recent execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. and also include a change affecting one additional job title unrelated to the collective bargaining agreement.



City of Bloomington
Human Resources Department

MEMORANDUM

To: City Council members

From: Caroline Shaw, Human Resources Director

CC: Mayor John Hamilton, Deputy Mayor Don Griffin, Controller Jeff Underwood, and Council Administrator Stephen Lucas

Date: December 8, 2022

Re: Ordinance 22-40 to amend 2023 Salary Ordinance 22-26 for Appointed Officers, Non-Union, and AFSCME Employees

Attached is the proposed Ordinance 22-40 that replaces Ordinance 22-26, which set the 2023 pay grades and salary ranges for Appointed Officers, Non-Union, and AFSCME Employees.

Ordinance 22-40 reflects a job title change in the Fire Department. The Community Care Coordinator title will change to Community EMT or Community Paramedic. There is no fiscal impact.

The recent agreement between the A.F.S.C.M.E and the City of Bloomington necessitates the below changes, which are reflected in Ordinance 22-40.

The new agreement includes nine pay schedules per year by division or group of divisions, whereas the current agreement includes only one for each year covered by the agreement. The tables are included in this ordinance.

Utilities pay grades now include a "U" in front of the pay grade, and the Utilities pay schedules reflect the following changes to titles and pay grades:

- Meter Readers will now be referred to as Meter Service Laborers, and there is no pay change;
- Linepersons (Grade 110) will now be Specialized Crew Leaders (Grade U-119);
- Laborers (Grade 104) in the Environmental division and at Blucher Pool will now be referred to Utilities Specialists I (Grade U-111), II (Grade U-113), or III (Grade U-115), and Certain Laborers in T&D will also be changed to Utilities Specialists I, II, or III;



City of Bloomington
Human Resources Department

- Heavy Equipment Operator I and II (U-116 and U-118) replace the Apprentice MEO and Master MEO (Grade 104 and 108) in Utilities-Transmission and Distribution;
- The Apprentice MEO/Master MEO in the Utilities-Environmental section is added to the number of Heavy Equipment Operators I, II, and III in Utilities-T&D; and
- Both the Plant Maintenance Mechanic Apprentice/Mechanic in Utilities-Dillman and the Lift Station Mechanic Apprentice/Lift Station Mechanic in Utilities-Transmission and Distribution will go from a pay grade 107 to U-113 for the apprentice level and 111 to U-118 for the non-apprentice level.

The ordinance also increases the on-call pay in Section 2F from \$40 to \$47 per 24-hour period for Labor, Trades, and Crafts (LTC) positions.

Employees in LTC positions who work night shift or swing shift will see an increase in their pay of \$.10 more per hour.

Mechanics in Fleet Maintenance will be reimbursed for up to \$1,000 in tool purchases or the cost of Automotive Service Excellence testing, provided that the technician passes the test. Currently, they are reimbursed for up to \$500 for only tool purchases.

Certification pay for Wastewater Plant Operators has doubled. The salary ordinance also specifies which additional certifications, besides those that are unique to their positions, Wastewater and Water Plant Operators may be compensated for at \$.50 per hour.

CDL pay has increased from \$.30 to \$.80 per hour for a Class B and from \$.50 to \$1.00 for a Class A.

Certification pay for Fleet mechanics is increasing from \$.20 per hour for each Automotive Service Excellence test passed to \$.40 per hour.

Certifications that were paid at \$.20 per hour will now be paid at \$.25 per hour, and those holding a Certified Playground Inspector or Certified Bucket Truck Operator certification may now be eligible for the \$.25 per hour premium.

Your approval of Ordinance 22-40 is requested. Please feel free to contact me if you have any questions at 349-3578.

ORDINANCE 22-4026

AN ORDINANCE TO AMEND ORDINANCE 22-26, WHICH ~~FIXED~~ THE SALARIES OF APPOINTED OFFICERS, NON-UNION, AND A.F.S.C.M.E. EMPLOYEES FOR ALL THE DEPARTMENTS OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA FOR THE YEAR 2023. – Re: To Reflect Changes Due to the Execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. and also a Change Affecting One Additional Job Title

WHEREAS, Indiana Code § 36-4-7-3 authorizes the Mayor, subject to the approval of the Council, to fix the annual compensation of appointed officers, non-union, and A.F.S.C.M.E. employees; and

WHEREAS, Salaries for appointed officers, non-union, and A.F.S.C.M.E. employees for all departments of the city were set by Ordinance 22-26 which was adopted on October 12, 2022; and

WHEREAS, Recent execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. should be reflected in Ordinance 22-26; and

WHEREAS, In the interest of including all relevant salaries in one document, these changes are incorporated into Ordinance 22-26 by deleting and replacing the text of the entire ordinance, but such deletion and replacement is not intended to change the status of unaffected job titles or provisions;

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

Ordinance 22-26, which fixed salaries for appointed officers, non-union, and A.F.S.C.M.E. employees for all departments of the city, is hereby deleted in its entirety and replaced as follows:

SECTION 1: From and after the first day of January 2023, the salary and pay schedule for the following appointed officers and employees of the City of Bloomington, be fixed as follows:

SALARY SCHEDULE AS PRESENTED BY MAYOR JOHN HAMILTON TO THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON:

I, John Hamilton, Mayor of the City of Bloomington, Indiana, as required by Indiana Code §36-4-7-3, hereby fix the salaries and pay schedule for the following appointed officers and employees of the City of Bloomington, Indiana, beginning January 1, 2023, and continuing thereafter until duly changed, and request that such salary rates be approved by the Common Council of said city.

In addition to the salaries of appointed officers and employees of the Civil City, this ordinance also contains the salaries of the appointed officers and employees of the City Utilities Department, which have been approved by the Utility Services Board pursuant to Indiana Code §36-4-7-3.

For employees not covered by a collective bargaining agreement (non-union), the maximum rates listed below reflect the maximum annual salary for each job grade for a regular full-time employee. These ranges are based on full-time hours worked and will be prorated for part-time employees.

For Labor, Trades and Crafts employees, the maximum rates listed below reflect the maximum longevity-based hourly rate for each job grade in accordance with the Step Charts continued in the Work Agreement ~~and Memorandum of Understanding~~ between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E.

Where more than one position share the same job title in the department indicated, the number of positions that share the job title is given in parentheses after the job title.

<u>Department/Job Title</u>	<u>Grade</u>
<u>Board of Public Safety</u>	
Board Members	
<u>Clerk</u>	
Chief Deputy Clerk	6
Deputy Clerk (2)	5
<u>Common Council</u>	
Council/Administrator Attorney	12
Deputy Administrator/Deputy Attorney	9
Assistant Administrator/Legal Research Assistant (.80)	5
<u>Community and Family Resources Department</u>	
Director	12
Director – Safe & Civil City	7
CBVN Coordinator	7
Special Projects Coordinator	7
After Hours Ambassador	7
Latino Outreach Coordinator	6
Special Projects Coordinator (3)	6
Office Manager/Program Assistant	3
<u>Controller’s Department</u>	
Controller	12
Deputy Controller	10
Director of Auditing and Financial Systems	10
Accounting and Procurement Manager	8
Data Analyst and Manager	8
Purchasing Manager	8
Grant Research and Sourcing Manager	6
Payroll Systems Manager	6
Senior Accounts Payable/Revenue Clerk	5
Accounts Payable/ Revenue Clerk (3)	4
<u>Department of Economic and Sustainable Development</u>	
Director	12
Assistant Director of Sustainability	8
Assistant Director for Small Business Development	8
Assistant Director for the Arts	8
Special Projects Manager	8
Transportation Demand Manager	7
Sustainability Program Coordinator	6
Administrative Assistant	4
<u>Engineering Department</u>	
City Engineer	12
Senior Project Engineer	10
Project Engineer	9
Senior Project Manager	8
Project Manager (2)	7
Public Improvements Manager	7
Engineering Field Specialist (2)	6
Engineering Technician	4
Transportation Technician	4
Administrative Assistant (0.5)	4
<u>Fire Department</u>	
Fire Marshal	7
Community EMT / Community Paramedic Community Care Coordinator (4)	6
Administrative Assistant (1.5)	3

HAND Department

Director	12
Assistant Director	10
Program Manager (6)	7
Neighborhood Compliance Officer (6)	5
Financial Specialist	5
Rental Specialist 1	3
Rental Specialist 2 (2)	3

Human Resources Department

Director	12
Assistant Director	10
Director of Compensation and Benefits	10
Benefits Manager	8
Talent Manager	8
Human Resources Generalist	7
Talent Acquisition Specialist	6
Payroll Coordinator	3
Talent Coordinator	3

Information and Technology Services Department

Director	12
Assistant Director of Operations	10
Assistant Director for Enterprise Applications	10
GIS Manager	10
Technology Support Manager	10
Applications Infrastructure Analyst	8
Network and Security Administrator	8
Systems Administrator	8
Applications Analyst (3)	7
Accounts and Training Specialist	5
Digital Equity Specialist (.5)	5
GIS Specialist (2)	5
Technology Support Specialist (5)	5
Office Manager	5

Legal Department

Legal

Corporation Counsel	12
City Attorney	11
Assistant City Attorney (5)	10
Human Rights Director/Attorney	10
Paralegal/Administrative Assistant	5
Human Rights Administrative Assistant	4

Risk Management

Risk Manager	9
Director of Safety and Training	6
Risk Administrative Assistant	4

Office of the Mayor

Deputy Mayor	12
Communications Director	9
Director of Innovation	9
Director of Community Engagement	9
Chief of Staff	7
Digital Brand Manager	8
Administrative Coordinator	4

Parks Department

Administrator	12
Operations and Development Director	10

Recreation Services Director	9
Sports Services Director	9
Operations Superintendent	8
General Manager, Twin Lakes Recreation Center	8
General Manager, Switchyard Park	8
Community Relations Manager	8
Community Events Manager	7
Golf Facilities Manager	7
Coordinator-AJB	7
Natural Resources Manager	7
Sports Facility/Program Manager	7
Urban Forester	7
Urban Greenspaces Manager	7
Membership Coordinator	6
Program/Facility Coordinator (5)	6
Golf Programs Coordinator	6
Health/Wellness Coordinator	6
Natural Resources Coordinator	6
Community Relations Coordinator	6
Sports/Facility Coordinator	6
Golf Course Superintendent	6
Market Master Specialist	5
Program Specialist (2)	4
Community Relations Specialist	4
Office Manager	4
Operations Office Coordinator	4
Sports Specialist	4
Administrative Assistant	3
Customer Relations Representative (3)	3
Crew Leader	110
Equipment Maintenance Mechanic	108
Equipment Maintenance Mechanic (Facilities)	108
Working Foreperson (9)	108
Apprentice MEO/Master MEO (3)	104/108
Laborer (8)	104
Custodian	101

Planning and Transportation Department

Planning and Transportation Administration

Director	12
Assistant Director	10
Office Manager	5
Administrative Assistant	3

Planning Services Division

Planning Services Manager	9
Senior Transportation Planner	8
MPO Transportation Planner	7
Long Range Planner	6
Bicycle and Pedestrian Coordinator	6

Development Services Division

Development Services Manager	9
Senior Zoning Compliance Planner	7
Senior Zoning Planner	7
Senior Environmental Planner	7
Zoning Planner (.5)	6
Zoning Planner and GIS Analyst	6
Zoning and Long Range Planner	5
Zoning Compliance Planner	5

Police Department

Administration

Director of Civilian Operations	10
Crime Scene Technician and Property Manager (2)	8
Social Worker (3)	8
Community Affairs and Accreditation Specialist	7
Executive Assistant	6
CAD/RMS Administrator	6
Data Analyst (2)	6
Community Service Specialist (11)	5
Office Manager	4
Evidence Room Clerk	2
Custodian	1

CEDC

Telecommunications Manager	9
Social Worker	8
Telecommunications Assistant Manager	8
Telecommunications Supervisor (6)	7
Telecommunicators (32)	6

Records

Records Supervisor	8
Records Assistant Supervisor	6
Special Investigations Clerk	5
Records Clerk (11)	5
Front Desk Clerk I	4

Public Works Department

Public Works Administration

Director	12
Data Analyst and Manager	8
Special Projects and Operations Manager	8
Special Projects Coordinator	6
Office Manager	4
Customer Relations Representative	3
Board Members	

Animal Care and Control

Director	9
Outreach Coordinator	6
Shelter Manager	7
Volunteer Program Director	6
Administrative Assistant (4)	2
Animal Control Officer (3)	107
Animal Care Technician (9)	106

Operations and Facilities

Director	9
Downtown Specialist	4
Maintenance/Custodian (2)	107

Fleet

Fleet Maintenance Manager	8
Administrative Assistant	3
Inventory Coordinator	3
Apprentice Master Technician/Master Technician (8)	109/112
Shop Foreperson	113

Parking Services Division

Director	9
Enforcement Supervisor	8
Garage Manager	8
Garage Assistant Manager	5
Garage Shift Supervisor	4
Team Leader	4
Meter Technician (3)	3
Enforcement Officers (7)	3
Customer Service/Security Specialist (10)	3
Customer Relations Representative (2)	3

Sanitation

Director	9
Office Manager	3
Crew Leader (2)	110
Apprentice MEO/Master MEO (17)	104/108
Laborer (3)	104

Street Operations

Director of Street Operations	10
Deputy Director	8
Traffic Manager	7
Street Maintenance Supervisor	7
Asset Clerk/Emergency Grants Coordinator	4
Asset Clerk	3
Crew Leader (5)	110
Apprentice MEO/Master MEO (16)	104/108
Laborer (12)	104

Utilities**Accounting and Finance**

Utilities Assistant Director – Finance	11
Finance Manager	8
Accounting Manager	7
Accounts Receivable Manager	6
Associate Accountant	5
Web/Information Manager	5
Account Collections Specialist	5
Accounting Clerk	4
Accounts Payable Clerk	4
Office Manager	3
Customer Service Representative (2)	3
Assistant Accounts Payable Clerk	2

Administration

Director	12
Assistant Director of Operations	10
Communications Manager	8
Conservation and Energy Resource Manager	8
Data Analyst	7
Administrative Assistant	4
Administrative Assistant	3
Communications Operator (7)	2
Board Members	

Environmental

Assistant Director of Environmental Programs	9
Water Quality Coordinator	8
Pretreatment Program Coordinator	8
MS4 Coordinator	8
Environmental Program Specialist	6

Pretreatment Program Inspector	6
Water Specialist (.75)	5
Education Specialist	4
Specialized Crew Leader Lineperson	U-119440
Apprentice MEO/Master MEO	104/108
Laborer Utilities Specialist I/II/III (1.75)	U-111/113/115+04

Blucher Poole

Superintendent	9
Assistant Superintendent	7
Maintenance Coordinator	7
Wastewater Plant Operator (9)	U-106
Apprentice/Master MEO	U-104/108
Laborer Utilities Specialist I/II/III	U-111/113/115+04

Customer Relations

Customer Relations Manager	6
Customer Relations Representative (4)	3

Dillman

Superintendent	9
Assistant Superintendent	7
Maintenance Coordinator	7
Solids Handling Supervisor	7
Administrative Assistant	2
Plant Maintenance Mechanic Apprentice/Mechanic (4)	U-113+07/118+
Wastewater Plant Operator (10)	U-106
Apprentice MEO/Master MEO	U-104/108

Engineering

Utilities Assistant Director – Engineering	11
Utilities Engineer (3)	10
Capital Projects Manager	9
Capital Projects Coordinator	8
Environmental Program Coordinator	7
GIS Coordinator	7
Senior Project Coordinator (2)	7
Assistant GIS Coordinator	6
Project Coordinator (2)	6
Utilities Inspector (3)	6
Utilities Technician (3)	5
Administrative and Project Coordinator	4

Laboratory

Chemist	8
Lab Technician I (3)	U-109

Meter Services

Assistant Superintendent	7
Meter Services Representative/Management Technician	5
Meter Technician II	U-107
Meter Serviceperson (6)	U-105
Meter Service Laborer Reader (4)	U-103

Monroe Plant

Superintendent	9
Assistant Superintendent	7
Maintenance Coordinator	7
Plant Maintenance Mechanic Apprentice/Mechanic (2)	U-113/118+07/111
Water Plant Operator (10)	U-106

Purchasing

Purchasing Manager	7
Inventory Coordinator	4
Purchasing Buyer	4
Working Foreperson	U-108
Laborer (2)	U-104

Transmission and Distribution

Utilities Assistant Director – T&D	11
Assistant Superintendent (5)	7
Engineering Field Technician (5)	5
T&D/Meter Operations Coordinator	4
Administrative Assistant	3
Specialized Crew Leader Lineperson (8)	U-119440
Lift Station Mechanic Apprentice/Lift Station Mechanic (4)	U-113/118407/411
Heavy Equipment Operator I/II Apprentice	U-116/118404/108
MEO/Master MEO (110)	
Laborer/ Utilities Specialist I/II/III (16)	U-104/111/113/115

SECTION 2 A. Non-Union Positions. The minimum and maximum rates listed below reflect the salary ranges for each job grade for a regular full-time employee. These ranges are based on full time hours worked and will be prorated for part-time employees. Employees whose 2023 salary is higher than the maximum of the salary range due to past merit/market increases or attraction/retention, shall nonetheless continue to receive their total salary.

NON-UNION

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1	\$35,721.22	\$46,437.58
2	\$36,792.85	\$47,830.94
3	\$37,896.54	\$49,265.51
4	\$39,033.44	\$62,453.75
5	\$40,204.69	\$64,326.81
6	\$42,215.15	\$67,544.01
7	\$44,325.23	\$70,920.36
8	\$47,427.92	\$75,885.83
9	\$52,171.30	\$93,907.87
10	\$57,388.65	\$103,298.43
11	\$65,996.09	\$118,793.65
12	\$79,855.24	\$143,740.12
Pension Secretaries		\$4,000
Board of Public Works Member		\$2,100
Board of Public Safety Members		\$635
Utility Services Board Members		\$4,279

SECTION 2 B: Police Shift Differential. Employees working in the Police Department as dispatchers and clerks shall receive a twenty-six cents (\$0.26) per hour premium shift differential for working the evening shift.

SECTION 2 C: Labor, Trades, and Crafts Positions. Any employee who transfers laterally or is promoted to another position in the Pay Plan shall be paid at the wage for the new position in accordance with the relevant longevity step as determined by the Step Charts contained in the Work Agreement and Memorandum of Understanding between City of Bloomington and Local 2487 CBME, A.F.S.C.M.E. Provided, however, no current employee shall receive a pay reduction upon lateral transfer or promotion, but will not receive an additional increase due to promotion or longevity until so merited with the step pay system for the job classification. An employee who is demoted for disciplinary reasons or in lieu of layoff shall receive the wage for the relevant step within the job classification to which the employee is demoted. Also, the employee’s longevity of service is “carried” to the new position. Internal promotions shall be paid at ninety-five percent (95%) of the salary of the relevant grade and step for the first thirty

(30) days after promotion. Employees who transfer to a pay grade below their current pay grade shall be paid at the relevant grade and step for the new position.

Employees whose present rate of pay is higher than indicated by the Step Charts, based on the employee's pay grade and longevity, will not receive a pay cut, but will not receive any increase due to longevity until the step chart for the year in question shows an amount greater than the employee's current wage rate plus any across-the-board increase for the year in question. The rates shown below for the pay grades and job classification for Labor, Trades, and Crafts positions are the minimum and maximum rates:

LABOR, TRADES, AND CRAFTS

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
101	\$18.61	\$22.66
102	\$18.74	\$22.80
103	\$18.88	\$22.93
104	\$19.01	\$23.08
105	\$19.14	\$23.19
106	\$19.27	\$23.33
107	\$19.41	\$23.48
108	\$19.55	\$23.59
109	\$19.68	\$23.76
110	\$19.81	\$23.88
111	\$19.95	\$24.00
112	\$21.37	\$25.41
113	\$22.32	\$26.39

Animal Shelter	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Animal Care Technician	106	20.24	20.8	21.38	21.94	22.5	22.91	23.3	23.69	24.09	24.49	24.89
Animal Control Officer	107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
Facilities	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Maintenance/Custodian	107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
Fleet Maintenance	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Apprentice Master Technician	109	20.66	21.23	21.8	22.37	22.93	23.33	23.72	24.12	24.52	24.94	25.34
Master Technician	112	22.44	23	23.57	24.13	24.7	25.09	25.5	25.9	26.28	26.68	27.08
Shop Foreperson	113	23.44	24.01	24.56	25.14	25.7	26.11	26.5	26.89	27.29	27.7	28.1
Parks & Recreation	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Custodian	101	19.54	20.1	20.66	21.23	21.8	22.21	22.59	22.99	23.38	23.79	24.19
Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Equipment Maintenance Mechanic	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Working Foreperson	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Crew Leader	110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47

Sanitation	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Crew Leader	110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Street	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Crew Leader	110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Utilities - Laboratory & Environmental Services	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laboratory Technician I	U-109	20.66	21.23	21.8	22.37	22.93	23.33	23.72	24.12	24.52	24.94	25.34
Laboratory Technician II	U-110	20.8	21.38	21.94	22.5	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Utilities Specialist I	U-111	21.12	21.66	22.2	22.74	23.28	23.66	24.04	24.42	24.8	25.18	25.56
Utilities Specialist II	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist III	U-115	22.94	23.48	24.02	24.56	25.1	25.48	25.86	26.24	26.62	27	27.38
Specialized Crew Leader	U-119	24.5	25.04	25.58	26.12	26.66	27.04	27.42	27.8	28.18	28.56	28.94
Utilities - Plants	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Motor Equipment Operator Apprentice	U-104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63
Wastewater Plant Operator	U-106	20.24	20.8	21.38	21.94	22.5	22.91	23.3	23.69	24.09	24.49	24.89
Water Plant Operator	U-106	20.24	20.8	21.38	21.94	22.5	22.91	23.3	23.69	24.09	24.49	24.89
Utilities Specialist I	U-111	21.12	21.66	22.2	22.74	23.28	23.66	24.04	24.42	24.8	25.18	25.56
Master Motor Equipment Operator	U-108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Plant Maintenance Mechanic Apprentice	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist II	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist III	U-115	22.94	23.48	24.02	24.56	25.1	25.48	25.86	26.24	26.62	27	27.38
Plant Maintenance Mechanic	U-118	23.98	24.52	25.06	25.6	26.14	26.52	26.9	27.28	27.66	28.04	28.42
Utilities - T&D and Purchasing	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Meter Service Laborer	U-103	19.82	20.38	20.95	21.52	22.08	22.48	22.87	23.26	23.67	24.08	24.48
Laborer	U-104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.8	24.23	24.63

Meter Serviceperson	U-105	20.1	20.66	21.23	21.8	22.37	22.76	23.16	23.55	23.95	24.35	24.74
Meter Technician II	U-107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
Working Foreperson	U-108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Utilities Specialist I	U-111	21.12	21.66	22.2	22.74	23.28	23.66	24.04	24.42	24.8	25.18	25.56
Lift Station Mechanic Apprentice	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist II	U-113	21.9	22.44	22.98	23.52	24.06	24.44	24.82	25.2	25.58	25.96	26.34
Utilities Specialist III	U-115	22.94	23.48	24.02	24.56	25.1	25.48	25.86	26.24	26.62	27	27.38
Heavy Equipment Operator I	U-116	23.07	23.61	24.15	24.69	25.23	25.61	25.99	26.37	26.75	27.13	27.51
Heavy Equipment Operator II	U-118	23.98	24.52	25.06	25.6	26.14	26.52	26.9	27.28	27.66	28.04	28.42
Lift Station Mechanic	U-118	23.98	24.52	25.06	25.6	26.14	26.52	26.9	27.28	27.66	28.04	28.42
Specialized Crew Leader	U-119	24.5	25.04	25.58	26.12	26.66	27.04	27.42	27.8	28.18	28.56	28.94

SECTION 2 D: Gainsharing. This section applies to Labor, Trades, and Crafts (LTC) positions. Management and employees of the City of Bloomington may design and implement a gainsharing program whereby the City can provide, and the employees can be rewarded for, the highest quality and most cost-effective public service possible for the citizens of Bloomington. In the event that a gainsharing program is implemented, the terms of application of such program shall be approved by Ordinance of the Bloomington Common Council.

SECTION 2 E: Emergency Call Out. This section applies to Labor, Trades, and Crafts (LTC) positions. Whenever it becomes necessary for a Department to call out an employee for emergency work at times other than such employee's regular shift period, such employee shall receive not less than three (3) hours. This provision shall prevail for each time an employee is called out by a Department at periods other than his/her regular shift. The rate of pay for emergency call out shall be one and one-half (1 ½) times the regular hourly rate except on Sundays and holidays, when the rate of pay for emergency call out shall be two (2) times the regular hourly rate. Any such payment for emergency call out shall be in addition to the employee's daily wages, if any, and in addition to any on call pay to which the employee is entitled.

SECTION 2 F: On Call Status. Any employee with a Labor, Trades, and Crafts (LTC) position, who is required to be on call shall be paid forty-seven dollars (\$47~~0~~.00) per 24-hour period. Fire Inspectors receive \$100 per week when in an on-call status.

SECTION 2 G: Temporary Reassignment. This section applies to Labor, Trades, and Crafts (LTC) positions. An employee who is temporarily assigned to perform the duties of a job classification in a pay grade above the employee's normal pay grade shall be compensated at the rate in effect for the higher pay grade as follows:

- 1) If the assignment exceeds two (2) consecutively scheduled work days, the employee shall be paid the higher rate for all consecutive days worked in the higher classification, including the first two (2) consecutive days; or
- 2) If the assignment exceeds thirty-two (32) hours in a payroll period, the employee shall be paid the higher rate for all hours worked in the higher classification during the payroll period.

SECTION 2 H: Tool Allowance **and Automotive Service Excellence Testing Reimbursement**. This section applies to Labor, Trades, and Crafts (LTC) positions. Employees classified as mechanics in Fleet Maintenance shall be reimbursed up to **one thousand five hundred** dollars (\$~~500~~**1,000**.00) in any calendar year for the purchase of tools **or (2) the cost of Automotive Service Excellence (ASE) testing, provided that the technician passes the test.**

SECTION 2 I: Licenses and Certifications. This section applies to Labor, Trades, and Crafts (LTC) positions. Wastewater Plant Operators shall receive ~~one-two~~ dollars (\$~~1.00~~**2.00**) per hour for obtaining a Class I certification. Wastewater Plant Operators who receive a Class II certification shall receive ~~one-three~~ dollars ~~and fifty cents~~ (\$~~3.00~~**1.50**) per hour. Wastewater

Plant Operators who receive a Class III certification shall receive ~~two-four~~ dollars (\$~~4.00~~~~2.00~~) per hour. Wastewater Plant Operators who receive a Class IV certification shall receive ~~two-five~~ dollars ~~and fifty cents~~ (\$~~5.00~~~~2.50~~) per hour.

Specialized Crew Leaders~~T&D Linepersons~~ who obtain (DSL) certifications, issued by the State of Indiana, Department of Environmental Management, shall receive an additional one dollar (\$1.00) per hour.

Lift Station Mechanics and Apprentice Lift Station Mechanics who obtain Collection System Class II Certification, issued by the Indiana Water Pollution Control Association, shall receive an additional one-dollar (\$1.00) per hour. Plant Maintenance Mechanics who obtain a Class II Collection Systems Certification shall receive an additional one-dollar (\$1.00) per hour.

Water Plant Operators who qualify as a grade operator in training (O.I.T.) as defined by 327 IAC 8-12-3.2 will receive an additional two dollars (\$2.00) per hour. After one year of service as an O.I.T., Water Plant Operators shall receive an additional one-dollar (\$1.00), for a total of three dollars (\$3.00) per hour. Water Plant Operators who obtain a grade WT-5 certification will receive additional pay in the amount of two dollars (\$2.00) per hour for a maximum of **five dollars** (\$5.00) per hour.

~~Linepersons, MMEO's, Lift Station Mechanics, and Laborers who are not required to hold a DSL or a Class II collection systems certification will receive an additional fifty cents (\$0.50) for each non-required license or certification.~~

Specialized Crew Leaders, Heavy Equipment Operators (both Class I and II), Lift Station Mechanics, and Utilities Specialists (Classes I, II, and III) who are not required to hold a DSL or a Class II collection systems certification may nonetheless obtain such license or certification and will receive an additional fifty cents (\$0.50) per hour for each such non-required certification. Additionally, up to two additional fifty cent (\$0.50) incentive premiums may be awarded to water plant operators and wastewater plant operators for obtaining the following licenses, provided that the below-listed license is not a required license:

- (1) Water Treatment 5 (WT5);**
- (2) Wastewater Class I, Class II, Class III, or Class IV (only one Class at a time is payable);**
- (3) Distribution Systems License;**
- (4) Collection Systems License.**

~~Incentive pay premiums may be awarded for one certification for all union-eligible Utilities Department employees in addition to those licenses recognized above, with the limitations that follow. Wastewater Plant Operators can be recognized financially for a maximum of four certifications total, no more than one of which may be outside of the specific plant operator certifications listed above. In addition to the certifications listed above incentive pay may be acquired for other certifications as approved in writing by the Director of Utilities. Water Plant Operators can be recognized financially for a maximum of two (2) certifications total; no more than one may be outside the specific plant operator certifications listed above. Any incentive pay premiums other than the amounts listed above shall be thirty-three cents (\$0.33) per hour.~~

Where an employee is required to obtain a Class B CDL, he/she will receive **thirty-eighty** cents (\$~~0.80~~~~30~~) per hour additional compensation. Where an employee is required by Employer to obtain a Class A CDL, he/she will receive ~~fifty cents~~**one dollar** (\$~~1.00~~~~0.50~~) per hour additional compensation. Employees classified as ~~technicians~~**mechanics** in Fleet Maintenance that obtain the certification of (ASE) Automotive Service Excellence (ASE) will receive an additional ~~twenty-forty~~ cents (\$~~0.40~~~~20~~) per hour for each test passed. A maximum of eight (8) certificates or ~~one-three~~ dollars ~~sixty-twenty~~cents (\$~~3.20~~~~1.60~~) shall apply.

Employees who possess the following certifications shall receive twenty-**five** cents (\$~~0.25~~~~20~~) per hour additional compensation provided said certifications remain current and are considered an essential requirement or function of an employee's job:

- 1) International Municipal Signal Association—Traffic Signal Technician, Level 1;
- 2) International Municipal Signal Association—Sign and Pavement Marking Technician Level 1;

- 3) American Concrete Institute—Flatwork Finisher and Technician;
- 4) Certified Arborist;
- 5) Certified Pool Operator; ~~and~~
- 6) Euthanasia Certificate; ~~;~~
- 7) Registered Pesticide Technician;
- 8) Certified Pesticide Applicator;
- 9) Tree Risk Assessment Certification;
- 10) Certified Playground Inspector; and**
- 9)11) Certified Bucket Truck Operator.***

***Bucket truck operator certifications shall be limited by department as follows:**

Parks Department: Two (2) employees who are primarily assigned to the Department’s tree crew.

Street Department: Eighteen (18) employees. Those employees who are primarily assigned to the tree crew or the traffic signal crew must be bucket truck certified. Necessary backup employees who are not primarily assigned to the tree crew or traffic signal crew may also receive pay for bucket truck certification. However, in no case shall the total number of Street Department employees receiving bucket truck certification pay exceed eighteen (18) employees. Eligibility for bucket truck certification pay for Street Department employees who are not primarily assigned to the tree crew or traffic signal crew shall be offered to backup employees based upon seniority.

Additional categories of certifications may be added to the above list in accordance with the collective bargaining agreement between the City and AFSCME.

At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in this Agreement.

~~COB reserves the right, at its sole option, to add additional categories of certifications to the above list. If additional categories are added to the above list, the Union and all employees shall be notified in writing.~~

~~At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in the collective bargaining agreement.~~

SECTION 2 J: Night and Swing Shifts. This section applies to Labor, Trades, and Crafts (LTC) positions. In accordance with Article 4 of the Work Agreement and Memorandum of Understanding between the City of Bloomington and Local 2487 CBME, A.F.S.C.M.E., employees working on the evening or night shift shall receive ~~sixtyseven~~**sixtyseven**-five cents (\$0.~~7570~~**7565**) per hour premium. Employees working on a swing shift shall receive an ~~seventy-eight~~**seventy-eight** cents (\$0.~~8070~~) per hour premium.

SECTION 2 K: Holiday Pay. This section applies to Labor, Trades, and Crafts (LTC) positions. For all paid legal holidays worked, the employee will receive a holiday allowance of two times regular pay, plus regular pay over a 24-hour period, and employees not working will receive regular pay.

~~In addition, in the event an employee’s regular schedule of work includes work on Easter Sunday, which is not a paid legal holiday within the agreement, said employee will receive a premium of half time in addition to the employee’s regular rate of pay or, at the discretion of the supervisor, compensatory time off. The half time premium shall be in addition to any other premium to which the employee is entitled.~~

Section 2 L: Common Law Positions. All positions that are filled on an ad hoc basis and are of temporary or seasonal nature are considered “Common Law Positions”, which are listed below. The rate ranges in the table are hourly rates, except as otherwise listed.

COMMON LAW POSITIONS

<u>Job Title</u>	<u>Minimum</u>	<u>Maximum</u>
Administrative Assistant	\$15.29	\$15.29
Attendant	\$15.29	\$15.29

Crossing Guard	\$15.29	\$15.29
Intern	\$15.29	\$15.29
Laborer	\$15.29	\$15.29
Law Clerk	\$15.29	\$15.29
Leader	\$15.39	\$15.59
Lifeguard	\$15.44	\$15.64
Motor Equipment Operator	\$15.29	\$15.29
Specialist	\$15.29	\$50.00
Staff Assistant	\$17.03	\$17.23
Supervisor	\$15.49	\$15.69
Meter Reader	\$15.29	\$15.29

Section 2 M. Longevity Recognition Pay. Any employee with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

Five (5) years	\$25.00
Ten (10) years	\$50.00
Fifteen (15) years	\$75.00
Twenty (20) years	\$100.00
Twenty-five (25) years	\$150.00
Thirty (30) years	\$200.00
Thirty-five (35) years	\$250.00
Forty (40) years	\$300.00
Forty-five (45) years	\$350.00
Fifty (50) years	\$400.00

SECTION 2 N: Dispatch Trainer Incentive Pay. Dispatchers may earn a maximum of \$525 per year for training other, less experienced dispatchers.

SECTION 2 O: CDL Physicals. Employees required to hold a CDL will be reimbursed up to one-hundred dollars (\$100) for the medical physical examination required to maintain a CDL.

SECTION 2 P. \$1,000 Payment. Regular employees will receive \$1,000 which will be distributed in two, \$500 payments. Those who are current employees at the time of payment are eligible to receive the payment.

SECTION 3: The rates shown as wages and salaries for the positions listed above are maximum rates.

SECTION 4: This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk

City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance ~~sets~~ **amends Ordinance 22-26, which set** the maximum 2023 salary for all appointed officers, non-union, and A.F.S.C.M.E. employees for all the departments of the City of Bloomington, Indiana. **The changes reflect the recent execution of a Collective Bargaining Agreement between the City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E. and also include a change affecting one additional job title unrelated to the collective bargaining agreement.**

Note: At the October 12, 2022 Special Session, the Council adopted Amendment 01, which added "Sustainability Program Coordinator" as a position under the Department of Economic and Sustainable Development as this position had been inadvertently omitted.

WORK AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
LOCAL 2487 CBME,
A.F.S.C.M.E.

EFFECTIVE: JANUARY 1, 2023

EXPIRATION DATE: DECEMBER 31, 2026

TABLE OF CONTENTS

Article 1. Parties.....4

Article 2. Period of Agreement4

Article 3. Purpose and General Conditions.....4

Article 4. Management Rights5

Article 5. Employees’ Rights.....6

Article 6. Union Recognition.....6

Article 7. Definitions7

Article 8. Union Membership and Dues.....10

Article 9. Union Organization.....10

Article 10. Grievance Procedure13

Article 11. Discipline and Discharge17

Article 12. Work Stoppages19

Article 13. Seniority19

Article 14. Layoffs and Recall.....20

Article 15. Shift Preference, Time Off, and Temporary Work Assignments.....22

Article 16. Vacancies.....22

Article 17. Non-Discrimination.....24

Article 18. Hours of Work, Night & Swing Shift, and Overtime.....24

Article 19. Paid Time Off and Sick Bank28

Article 20. Breaks and Lunch	33
Article 21. Wages and Insurance.....	34
Article 22. Emergency Call and “On Call”	35
Article 23. Holidays.....	36
Article 24. Safety Committee	37
Article 25. Leaves	37
Article 26. Miscellaneous.....	39
Article 27. Licenses	39
Article 28. Gainsharing and Apprenticeship.....	43
Article 29. Severability	43
Article 30. Notification of Private Contracts.....	43
Article 31. Labor Management Meetings	44

WORK AGREEMENT

ARTICLE 1. Parties

This Agreement is entered into between the City of Bloomington, Indiana, hereinafter referred to as "COB" and Local 2487 American Federation of State, County and Municipal Employees (AFL-CIO AFSCME Council 962) Union, hereinafter referred to as "Union". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working relationship between the parties hereto, to provide an orderly means of resolving any differences which may arise, and set forth herein the full and complete agreement between the parties. Where this Agreement is silent as to a particular workplace issue, the City's Personnel Manual shall be referenced; however, the Personnel Manual shall not supersede this Agreement on matters addressed herein.

ARTICLE 2. Period of Agreement

This Agreement shall take effect on January 1, 2023, and shall continue in full force and effect between the COB and the Union through December 31, 2026. However, if any portion of this Agreement is found to be invalid, the remainder will continue in effect and the parties may renegotiate the invalid portion. The parties agree to set mutually acceptable times in 2026, commencing no later than May 1, 2026, to negotiate a new agreement to take effect January 1, 2027. In the event that a new agreement is not reached upon expiration of this Agreement, then the terms and conditions of this Agreement shall remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

ARTICLE 3. Purpose and General Conditions

This Agreement between the Union and COB is intended to outline as a goal certain relationships between Union and COB in their working relationship. It is understood that certain provisions involved, for example, the questions of wages and The City of Bloomington budget, are subject to the approval of the Bloomington Common Council and the Indiana State Board of Tax Commissioners. It is understood that the representatives of COB will make every good faith effort to implement the understandings in this Agreement, including presenting the wage provisions agreed to, to the Common Council, and where necessary requesting amendments to the Bloomington Municipal Code and other documents, but that the final authority on the above-mentioned matters lies elsewhere.

This Agreement constitutes a four (4) year settlement of all issues for the calendar years 2023, 2024, 2025, and 2026 between the COB and the Union. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

- (A) Receipt in each and every year of the Agreement by the Civil City of Bloomington of no less than one million, two-hundred and fifty thousand dollars (\$1,250,000.00) from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the “Interdepartmental Agreement”.
- (B) The City of Bloomington being legally authorized in each and every year of the Agreement to increase its ad valorem property tax by a minimum of at least a three percent (3%) rate of growth over the previous year’s maximum permissible ad valorem property tax levy, and a maximum increase equal to the total nonfarm personal income multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year 2009) as provided for and defined in Ind. Code § 6-1.1-18.5 *et seq.* entitled “Civil Property Tax Controls.” The COB shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its ad valorem property tax levies in the above stated amounts.
- (C) Receipt in each and every year of the Agreement by the City of Bloomington of no less than eight million dollars (\$8,000,000.00) as local income tax distribution as provided for and defined in Ind. Code 6-3.6-1-1 *et seq.* entitled “Local Income Tax”.
- (D) Any and all changes in State and/or Federal law, policies, procedures or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.

In the event that any of the above-stated conditions does not occur, then it is expressly understood and agreed by the parties that the COB may declare this Agreement open with respect to the salary rates provided for all subsequent years covered by this Agreement. The COB shall inform the Union of such declaration in writing. In the event of such declaration by the COB, the parties shall as immediately as practicable begin new negotiations on the subject of said salary rates only.

ARTICLE 4. Management Rights

COB shall have responsibility and authority to manage and direct on behalf of the public operations and activities of the public agency to the full extent authorized by law. Such responsibility and authority shall include but not be limited to the right of the COB to:

- (A) Direct the work of its employees;
- (B) Establish policy;
- (C) Hire, promote, demote, transfer, assign and retain employees;
- (D) Suspend or discharge the employees in accordance with applicable law;
- (E) Maintain the efficiency of public operation;
- (F) Relieve its employees from duties because of lack of work or other legitimate reason;

- (G) Design and implement a comprehensive safety program for all employees; and,
- (H) Take actions necessary to carry out the mission of the public agency as provided by law.

ARTICLE 5. Employees' Rights

Public employees shall have the right to form, join, and/or assist similar employee organizations for the purpose of asserting their legitimate right to participation in the decisions which affect the terms and conditions of their employment.

In order to accomplish this end, Union affirmatively asserts--on behalf of its members--the right and responsibility to:

- (A) Engage in collective bargaining with public employers and their authorized representatives for the purpose of establishing, maintaining, and/or improving both the terms and the conditions of employment; and
- (B) Engage, individually or in concert, in any and all legal activities which may become necessary to insure that any such policies negotiated by the parties regarding terms and conditions of employment be rigorously maintained.

ARTICLE 6. Union Recognition

- (A) COB agrees to recognize Local 2487, AFSCME Council 962, AFL-CIO, as the exclusive bargaining agent for a unit consisting of the following: All employees except police officers, firefighters, supervisory, professional, clerical, technical, confidential, part-time, temporary, and special employees.
- (B) COB retains the right to determine and designate which employees are police officers, firefighters, supervisory, professional, clerical, technical, confidential, part-time, temporary or special employees. Such determination and designation shall be in conformity with the definitions in Article 7 and any deviation shall be grounds for grievance.

ARTICLE 7. Definitions

- (A) "Bargain Collectively" shall mean the performance of the mutual obligation of the COB through its chief executive officer or his/her designee and the designees of the exclusive representative to meet at reasonable times, including meetings in advance of the budget-making process, and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

- (B) “Clerical” means (1) any employee engaged primarily with the maintenance, production, transcription of books, documents, records, or any other paper, for example: bookkeepers, clerks, secretaries, and stenographers; and (2) any employee engaged primarily as an intermediary between the public and other officials, for example: receptionists and telephone operators.
- (C) “COB” means the City of Bloomington, including without limitation, any board, commission, council or other authority established by law or ordinance. “COB” also includes without limitation, the Utilities Department, the Parks Board, and any other agencies or institutional arrangements of the City of Bloomington.
- (D) “Confidential Employee” means an employee whose unrestricted access to confidential files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make his/her membership in an employee organization incompatible with his/her official duties.
- (E) “Employee” means any member of the Bargaining Unit, and shall include any individual whose work has ceased as a consequence of, or in connection with, any unfair labor practice or concerted employee action.
- (F) “Employees' Organizations” means any organization of any kind which exists for the purpose of dealing with employees concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of employment.
- (G) “Exclusive Representative” means the Union that is a party to this Agreement.
- (H) “Firefighter” means any person appointed to the Bloomington Fire Department by the Board of Public Safety, pursuant to Title 36 of the Indiana Code.
- (I) “Labor Dispute” includes any controversy concerning terms or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment.
- (J) “Mate” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the Manual.
- (K) “Person” includes one or more individuals, employees' organizations, employees, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy or receivers.
- (L) “Police Officer” means any person appointed to the Bloomington Police Force by the Board of Public Safety, pursuant to Title 36 of the Indiana Code.

- (M) “Professional Employee” means any employee engaged in work (1) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (2) involving the consistent exercise of discretion and judgment in their performance; (3) of such a character that the output produced or the result accomplished cannot be standardized in relation to a fixed period of time; (4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical work.
- (N) “Registered Domestic Partner” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the Manual.
- (O) “Regular Full-Time Employee” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the Manual.
- (P) “Regular Part-Time Employee” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the Manual.
- (Q) “Special Employee” means those employees who occupy job positions which may from time-to-time be created as a result of grants or supplemental assistance, grants-in-aid or other such purposes.
- (R) “Strike” means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any concerted manner interfering with the operation of the COB as defined in Article 4 of this Agreement for any purpose.
- (S) “Supervisor” means any individual having authority, in the interest of the COB, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees; or responsible to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- (T) “Technical” means any employee engaged in work requiring knowledge and training in a specialized complex procedure or operation as opposed to routine mental, manual, mechanical or physical work.
- (U) “Temporary Full-Time Employee” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the

Manual.

(V) “Temporary Part-Time Employee” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the Manual.

(W) “Unfair Labor Practices”:

(1) It shall be an unfair practice for the COB to:

- (a) Interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Article 5 of this Agreement;
- (b) Dominate, interfere with or assist in the formation or administration of any employees' organization, or contribute financial or other support to it: Provided, that subject to rules and regulations made and published by the board pursuant to this Article an employer shall not be prohibited from permitting employees to confer with him during work hours without loss of time or pay;
- (c) Discriminate in regard to hiring or condition of employment to encourage or discourage membership in any employees' organization;
- (d) Discharge or otherwise discriminate against an employee because he/she has filed a complaint, affidavit, petition or given any information or testimony under this Agreement;
- (e) Refuse to bargain collectively in good faith with an exclusive representative recognized under the circumstances of this Agreement; or
- (f) Fail or refuse to comply with any provision of this Agreement.

(2) It shall be an unfair labor practice for the Union or its agents to:

- (a) Restrain or coerce employees in the exercise of the rights guaranteed in Article 5;
- (b) Restrain or coerce COB in the selection of its representative for the purpose of collective bargaining or the adjustment of grievances;
- (c) Cause or attempt to cause COB to discriminate against an employee in violation of section (1)(c) of the Article;
- (d) Refuse to bargain collectively in good faith with COB, if the employees' organization is the exclusive representative; or
- (e) Fail or refuse to comply with any provision of this section.

ARTICLE 8. Union Membership and Dues

Upon becoming eligible for Union membership, employees in the bargaining unit shall decide whether or not they wish Union membership. Such decisions will be voluntary and will not be a condition of employment with the COB. The parties agree that no coercion will be applied in an attempt to force an employee to join or not to join the Union against the employee's will.

- (A) Upon receipt of voluntary, written, reasonably current, signed authorizations from employees in such form as complies with the laws of Indiana, who are covered by the Agreement between the COB and Union and are members of Union, COB shall deduct each month from the earnings of each of said employees an amount representing his/her regular monthly Union dues for the preceding month, as specified by Union, and shall remit such monies, together with appropriate records, to a designated Union official. Any such authorization may be revoked by the employee giving written notice to COB. The COB shall notify the President of Local 2487, AFSCME, at such time that an employee revokes any authorization to deduct dues from his/her payroll check. This notice shall be timely and shall not exceed five (5) days.
- (B) COB shall not be liable to Union for failure to make deductions for dues. In the event of any overcharge already remitted to Union, it shall be the responsibility of Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the COB shall make a correction during the next succeeding pay period or periods.
- (C) Union will indemnify COB and hold it harmless from any or all claims or liabilities which may arise under this Article.

ARTICLE 9. Union Organization

- (A) For the efficient administration of both COB and Union business, the parties mutually acknowledge the importance of selecting shop stewards. Therefore, no later than February 1, 2023, the Union shall make best efforts to select one (1) shop steward in each work unit as follows:
 - (1) Monroe Water Treatment Facility
 - (2) Dillman Road Wastewater Treatment Facility and Utilities Laboratory
 - (3) Blucher Poole Wastewater Treatment Facility
 - (4) Utilities Meter Services and Transmission and Distribution
 - (5) Street Department and Fleet Maintenance
 - (6) Parks and Recreation
 - (7) Sanitation Department
 - (8) Animal Shelter

(9) Utilities Purchasing and Supply

In the event of a shop steward vacancy in one of the work units, the Union shall make best efforts to select a replacement shop steward within one month of said vacancy. The Union shall notify the relevant department head or division manager each time it appoints a shop steward.

In addition, the Union may elect or appoint two (2) Chief Stewards from among the nine (9) shop stewards. Where an employee's shop steward is not available, or where there is no shop steward in the employee's work unit, the employee may choose to be represented by a Chief Steward at any stage of the grievance procedure provided for by Article 10 of this Agreement. The Union shall furnish the COB a list of stewards' names and their assigned work units, including the Chief Stewards, and shall keep the list current at all times.

- (B) Except when the employee waives in writing Union representation, the employee's selected Union representative may represent the employee in any grievance proceedings in conformance with the conditions set out in Article 10.
- (C) Union officials may be excused with no loss of pay to conduct Union business if the matter pending is one that necessitates immediate action, and if their supervisor gives his/her permission. Such permission will not be unreasonably withheld. Time spent on Union business under this Section shall be subject to the following:
 - (1) COB shall pay Union representatives their regular pay for attending meetings called by Union representatives that take place during regular working hours between representatives of COB and said Union representatives up to a maximum of four (4) hours per month per Union representative.

In addition, if representatives of COB call meetings with Union representatives during regular working hours, said Union representatives shall be paid their regular pay for attending said meetings.

All meetings between representatives of parties shall be at mutually convenient times. It is understood that the provisions of this section are confined to no more than three (3) Union representatives at any one meeting unless modified by mutual agreement of parties, and that in no event shall the total number of hours reimbursed under the first paragraph above exceed twelve (12) in a month.

The limitations of this Section shall apply to Union business time spent where such time is spent in meetings, hearings or conferences with COB representatives.

- (2) Authorized representatives of the Union shall be paid for work on Union business up to a maximum of forty (40) hours per month for all such representatives, provided:
- (a) No Union representative shall leave his/her work station unless authorized to do so by his/her supervisor, who shall be given twenty-four (24) hours advance notice of the Union representative's request.
 - (b) Said twenty-four (24) hours advance notice may be waived in the event of an emergency by mutual agreement of the Union representative and the Union representative's supervisor.
 - (c) The Union shall provide the City Director of Human Resources with a written accounting of the time spent pursuant to this section at the conclusion of each month.
- (3) During each quarter of each year, thirty-two (32) hours of Union business time may be used to attend educational seminars. A copy of the brochure or training agenda must be given to the employee's supervisor at least two (2) weeks in advance of the training, and the time must be approved by the Department Head. The thirty-two (32) hours each quarter of educational seminar time shall not be included in the hours that are provided in Section C (2) of this Article.
- (D) Employee Union members designated as negotiators may take part in formal negotiations with COB, but only at scheduled meetings agreed upon by the COB. Said employee negotiators shall not exceed five (5) in number at any one meeting. The total number of negotiators on behalf of the Union shall not exceed six (6) in number at any one meeting, no more than three (3) of whom shall be persons who are not employee Union members. Employee Union members designated as negotiators shall be paid their regular rate of pay by COB only to the extent that such scheduled meetings are held during the employee's regularly scheduled hours of work.
- (E) Non-employee union representatives shall have access to work areas to meet with employees with notice to and consent from the employee's supervisor; such access shall not be unreasonably denied.
- (F) Union shall have access to bulletin boards within normal work areas of covered employees for the purpose of posting Union notices. Neither party shall remove the other party's notices except by mutual consent.
- (G) Union officials shall not be harassed for holding any office or participating in any Union business as set forth in this contract. Employees shall not be harassed for refusing to participate in Union business or for any activities affecting the Union.

Nothing in this section shall be construed to limit or expand any provisions relating to the conduct of Union business during working hours. Adherence to such provisions by either party shall not constitute harassment.

- (H) Collective bargaining between the parties shall commence no later than May 1st of the year in which this Agreement expires, unless another date is mutually agreed upon by both parties.

ARTICLE 10. Grievance Procedure

- (A) A grievance is any dispute, controversy or difference of opinion between either (1) the parties or (2) the COB and an employee or employees in the bargaining unit, concerning the meaning, interpretation or application of this Agreement. The procedures set forth herein shall be the sole and exclusive forum for the adjustment of disputes and differences arising under this Agreement.
- (B) Grievances may be initiated by an employee (or group of employees) in the bargaining unit or the Union.
- (C) Any grievance not initiated or appealed to the next step within the time limits specified will be considered settled on the basis of the last answer by the COB. Time limits may be extended by mutual agreement of the parties.
- (D) An employee presenting a grievance shall be represented by a Union representative unless they waive in writing such representation. If the employee waives union representation, the employee may process his/her own grievance through the third step of the procedure; however, any settlement must be consistent with the Agreement and the Union shall be apprised in writing of the terms of the settlement. An employee choosing not to be represented by the Union shall not have the right to bring his/her grievance to arbitration without Union sanction.
- (E) In no case shall there be a strike by any employee or group of employees as defined in Article 7 over a grievable matter, either before a grievance is filed, while it is pending, or following its final settlement. Any such work stoppage shall be cause for immediate discharge as provided for and limited by Article 11.
- (F) COB shall make best efforts to schedule hearings and conferences under this procedure at mutually agreeable times. However, if the parties have difficulty selecting a suitable time, the COB may unilaterally select a time. If such times are during the employee's and/or Union representative's normal working hours, they shall be compensated for the time spent by the COB according to their normal rate of pay, subject to the limitations contained in Article 9. If the times set are outside the normal working hours of the employee and/or Union representative, they shall not be compensated by the COB.

- (G) Grievances will be processed in the following manner and within the stated time limits, except that grievances over discipline or discharge may be grieved under Section H of this Article:
- (1) The aggrieved employee will present his/her grievance in writing to his/her Department Head or Department Head's designee, in the presence of and after consultation with the employee's Shop Steward, except as provided in Section D of this Article. It shall be the responsibility of the Steward to evaluate the merits of the grievance, to apprise the employee of his/her evaluation, and to discourage the filing of grievances which lack merit according to Section A of this Article. The grievance must be presented within ten (10) working days of the occurrence or the grievance will be considered waived. The Department Head or Department Head's designee will confer with the Shop Steward and the employee in an attempt to come to an agreement on a fair and appropriate adjustment of the grievance. If no agreement can be reached, the Department Head or Department Head's designee will give a written answer within ten (10) working days of the presentation, not including the day of presentation. If, within said ten (10) working days of the presentation, the Department Head or Department Head's designee has failed to either respond to the grievance or request an extension of time, the Union may consider the grievance denied and may appeal the grievance to the Director of Human Resources in accordance with subparagraph G(2) of this Article 10.
 - (2) If the grievance is not settled in Step 1, it may be appealed in writing to the Director of Human Resources within ten (10) working days of the decision of the Department Head or Department Head's designee, not including the date upon which the decision was made. The Step 2 grievance shall set out the initial facts alleged, the specific violation of the contract alleged, the parties involved, the Department Head's answer at Step 1, the grievant's response to Step 1, and any other information deemed pertinent, and shall be signed by a Union representative unless Union representation has been waived. The Director of Human Resources shall reply to the Step 2 grievance in writing within ten (10) working days of the date of presentation, unless an extension of time is requested. The grievance shall be deemed denied if the Director of Human Resources fails to answer the grievance or request an extension of time within ten (10) working days. The Director of Human Resources may designate a member of the Human Resources Department to act in his/her place under this section. Within ten (10) working days of the Step 2 response, a meeting shall take place between the Union, Human Resources, and Corporation Counsel, or his/her designees, in an attempt to resolve the grievance.

- (3) If the grievance is not settled in Step 2, the grievance may be appealed to the Mayor or Mayor's designees not to exceed three (3) in number. Such appeal shall be in writing within ten (10) working days after the Director of Human Resources' response was made, not including the day the response was made. The Mayor or Mayor's designees shall reply to the grievance in writing within ten (10) working days of the presentation, unless an extension of time is requested. The Mayor or Mayor's designees shall schedule hearings or conferences on the grievance. In any hearing, the Mayor or Mayor's designees shall not be bound by the rules of evidence prevailing in the courts. The grievance shall be deemed denied if the Mayor or Mayor's designees fail to answer the grievance or request an extension of time within ten (10) working days.

- (4) If the grievance is not settled in Step 3, arbitration may be requested by the Union. Such request shall be made in writing to the Director of Human Resources within ten (10) working days of the Step 3 response, not including the day the response was made. The American Arbitration Association (hereinafter "AAA") shall then be requested by joint submission of the parties to submit to each party simultaneously an identical list of names of Arbitrators. The request shall be submitted to AAA within sixty (60) days. Each party shall pay one-half (1/2) the filing fee required by the AAA. Each party shall have ten (10) days from the mailing date in which to cross off any names to which it objects, number the remaining names to indicate order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual acceptance, the AAA shall invite the acceptance of an arbitrator to serve.

The arbitrator shall have the power and duty to:

- (a) Hold hearings or conferences on the grievances;
- (b) Make such investigations as are deemed necessary;
- (c) Make findings of fact;
- (d) Consider necessary evidence, records, or witnesses; and
- (e) Render an award on the grievance.

The arbitrator shall have no authority to delete from, add to, nullify, or modify any provision of this Work Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing by COB and the Union, and shall have no authority to decide any issue not submitted to him/her. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the application of laws or rules and regulations having the force and effect of law. The arbitrator shall have no authority to make

any decision affecting classification of employees, existing wage rates, the structure of the pay plan, or matters related to the COB's group insurance plan. The arbitrator shall make no decision which would order the COB to perform an action which is ultra vires or which is inconsistent with the law. Formal transcripts of the hearing may be requested by either party. If only one party requests the transcript, that party shall be responsible for paying all costs associated with the transcript. If both parties request the transcript, all costs associated with the transcript shall be divided equally between the parties. Briefs may be accepted by the arbitrator at his/her discretion. The arbitrator shall issue an award and opinion within thirty (30) days of the close of the arbitration hearing or the date briefs are mailed to the arbitrator or to the AAA, whichever is later. The decision rendered by the arbitrator shall be delivered to and be advisory upon the parties to this Agreement, except as otherwise provided herein. The COB agrees to give due notice to all such advisory awards. The cost and expense of any such arbitration shall be borne by the unsuccessful party, except that the unsuccessful party shall not be required to reimburse the successful party for its share of the initial filing fee charged by AAA.

Provided, however, the arbitrator's decision shall be final and binding on both parties to this Agreement only where the issue submitted to and decided by the arbitrator is whether an employee was discharged without good cause within the meaning of this Agreement, and only to the extent that the relief awarded by the arbitrator is limited to:

- (a) Conditional or unconditional reinstatement to the position which the grievant held at the time of discharge, with or without loss of seniority; and/or
 - (b) Damages in the form of back pay, at the wage rate earned by the employee prior to discharge, not to exceed the amount the employee would have earned to the date of the award but for the discharge, less any and all amounts earned by the employee during the period in question, including but not limited to wages and unemployment benefits.
- (5) Upon express mutual agreement of the parties, in lieu of the above-outlined arbitration procedure, the parties may elect to proceed under the Streamlined Arbitration Rules of the AAA, an Alternative Resolution Program, or through mediation. The cost and expense of any such arbitration shall be borne by the unsuccessful party, except that the unsuccessful party shall not be required to reimburse the successful party for its share of the initial filing fee charged by the AAA.
- (H) An employee or group of employees who has been subject to discipline resulting in suspension in excess of two (2) days or discharge who chooses to grieve such

action may do so through an expedited procedure. The time limits set up in section G of this Article for filing grievances will be applicable to this section:

- (1) The grievance is filed directly to the third step of the grievance procedure. The grievance will be written and set out, the facts alleged, the specific violation of the contract alleged, the parties involved, and any other information deemed pertinent, and will be signed by the Union President or his/her designee, unless Union representation is explicitly waived. The Mayor or Mayor's designees shall reply within ten (10) working days of presentation. The Mayor or Mayor's designees shall confer with those management and Union officials he/she deems appropriate before making a determination.
 - (2) If the grievance is not settled at Step 3, arbitration may be requested by the Union in the same manner as in Section G, part 4. Formal transcripts of the hearing may be requested by either party. If only one party requests the transcript, that party shall be responsible for paying all costs associated with the transcript. If both parties request the transcript, all costs associated with the transcript shall be divided equally between the parties. Briefs will be accepted by the arbitrator at his/her discretion. The Arbitrator will issue an award only without an opinion, within fourteen (14) days of the close of the arbitration hearing or within fourteen (14) days of receipt of briefs, if briefs are filed. Under this Agreement an award without an opinion shall consist of a summary statement by the arbitrator of no more than two (2) pages which briefly sets forth the basis of the award. An opinion shall follow within thirty (30) days.
- (I) If at any time during the course of the grievance an employee chooses another forum including but not limited to the Equal Employment Opportunity Commission, Indiana Civil Rights Commission or the Courts, then the grievance procedure in this Agreement shall be halted.

ARTICLE 11. Discipline and Discharge

- (A) No employee covered by this Work Agreement shall be subject to discipline or discharge except for just cause, provided however, that this Article in no way limits the COB's authority to suspend employees for disciplinary reasons or to lay off employees in conformity with Article 14. COB shall refrain from disciplining employees in front of the public except in circumstances where it is necessary to correct an employee immediately in order to insure efficient operations, protect the safety or welfare of employees or the public, or prevent damage to COB's property, equipment or facilities.
- (B) "Just Cause" shall include, but not be limited to violations of work rules, regulations, or policies regularly established and enforced by the COB. "Just

Cause" shall also include, but not be limited to, any action which, while not a violation of regularly established rule, regulation, or policy, is so deleterious to efficient COB operations or to the public interest that discipline or discharge could reasonably be expected to result.

- (C) While discipline will normally be progressive in nature, the COB shall maintain the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. Disciplinary action shall be initiated within ten (10) working days of the incident or COB's knowledge thereof, unless the COB determines an investigation of a longer duration is necessary. Disciplinary actions shall be supported by timely and accurate investigations. The COB shall notify the employee in writing and such notice shall include notice of his/her right to appeal the action through the grievance procedure.
- (D) No member shall receive discipline without Union representation unless the member waives his/her right to representation in writing.
- (E) Should the Union fail to object in writing to any discharge, discipline, or letter of warning within ten (10) days, as provided in Section E above, it will be presumed that Union assented to such action, and such discharge, discipline or letter of warning shall not be subject to grievance. Further, should such discharge, discipline, or letters of warning be at issue in subsequent proceedings, Union will be estopped to deny their validity; provided, this provision for estoppel shall not apply where such subsequent proceedings involve non-frivolous allegations of a pattern or practice of:
 - (1) Harassment on the basis of Union activity, as defined in Article 9(G), or
 - (2) Discrimination, as defined in Article 17.
- (F)
 - (1) If an employee's late arrival for regularly scheduled (non-overtime) hours of work shall cause the COB to be required to compensate a replacement employee on an overtime basis, the COB may take appropriate disciplinary action including but not limited to removing the late employee's name from overtime rotation for the next overtime opportunity for which the employee would otherwise have been eligible.
 - (2) If an employee's late arrival for scheduled overtime hours of work shall cause the COB to be required to compensate a replacement employee on an overtime basis, the COB reserves the right to send the late employee home without compensation, in addition to any other appropriate disciplinary action.
- (G) Disciplinary action shall not be based on material of which the affected employee has not been made aware.

ARTICLE 12. Work Stoppages

It is unlawful for any public employee, public employee organization, or any affiliate including but not limited to State or National affiliate, to take part, assist, or advocate a strike against a public employer. COB may in an action at law, suit in equity, or other proper proceeding, take action, any public employee organization, any affiliate thereof, or any person aiding or abetting in a strike, for redress of such unlawful act. COB shall not pay any public employee for any day when the public employee fails as a result of a strike to report for work. When any exclusive representative engages in a strike, or aids or abets therein, it shall lose its dues deduction privilege for a period of one (1) year.

ARTICLE 13. Seniority

- (A) "Seniority" shall mean the status attained by length of continuous service within a seniority unit. "City-wide seniority" shall mean the status attained by length of continuous service in a Union-eligible position with the City, as provided for and limited by Articles 14 and 16 of this Agreement.
- (B) Seniority shall not begin nor become effective during the initial probationary period. Each new employee of the COB, shall be considered in a probationary status during the first one hundred twenty (120) days of their employment. The probationary period may be extended in individual circumstances by mutual consent of the affected employee and COB.
- (C) Employees shall lose their seniority for the following reasons:
 - (1) Discharge if not reversed by COB;
 - (2) Resignation;
 - (3) Unexcused failure to return to work within two (2) weeks of notification by certified mail when recalled from layoff;
 - (4) Failure to return to work after expiration of a formal leave of absence, without notification to the COB;
 - (5) Retirement; and/or
 - (6) Layoff for a continuous period of twenty-four (24) months.
- (D) The COB shall maintain seniority rosters showing employees arranged according to seniority in each seniority unit. The seniority units shall be as follows:
 - (1) Monroe Water Treatment Facility
 - (2) Dillman Road Wastewater Treatment Facility and Utilities Laboratory
 - (3) Blucher Poole Wastewater Treatment Facility
 - (4) Utilities Meter Services and Transmission and Distribution
 - (5) Street Department and Fleet Maintenance
 - (6) Parks and Recreation
 - (7) Sanitation Department

- (8) Animal Shelter.
- (9) Utilities Purchasing and Supply

The COB will provide Union a copy of the current seniority roster upon request; said list will include employee classification and rate of pay.

- (E) Seniority shall apply to shift assignments, paid time off, layoff, recall, involuntary transfers, and promotions, as expressly provided elsewhere in this agreement.
- (F) Seniority shall apply only within each employee's seniority unit, except where City-wide seniority is expressly recognized in Articles 14 and 16 of this Agreement.
- (G) An employee who has been promoted to a supervisory position, and any employee so promoted in the future, shall not forfeit any of his/her seniority in his/her regular unit and shall retain his/her seniority in that unit should he/she return to it within thirty (30) days. During the period in which the employee holds a supervisory position, however, seniority shall be considered "frozen" at the date of promotion, and shall not continue to accrue. If the employee is returned for any reason to the original seniority unit following the expiration of a thirty (30) day transfer period, such return is to be effected in a manner which will not disrupt the current organizational seniority structure of the concerned unit.
- (H) If an employee transfers to a job, and his/her supervisor finds good cause for the employee's inability to perform the duties of the new position, within seven (7) calendar days of the transfer, the employee shall be entitled to return to his/her original job without loss of seniority.

ARTICLE 14. Layoffs and Recall

- (A) Layoff shall mean the separation of employees from the active workforce due to lack of work or funds or to abolition of positions because of changes in organization or any other reason within the discretionary powers of the COB.
- (B) Order of layoff: Layoff shall be accomplished, in the position(s) being eliminated, according to unit seniority. Layoff shall be accomplished in each position as follows:
 - (1) Seasonal, temporary, and part-time employees shall be laid off first, then
 - (2) Probationary employees, then
 - (3) Regular full-time employees according to seniority.

(C)

- (1) In the event of layoffs, COB shall notify the Union and the employees to be laid off with as much notice as possible and no less than two (2) weeks in advance of the date on which the layoffs are to take effect.
- (2) An employee notified of his/her layoff may within five (5) days of such notification request another position in lieu of layoff. If there exists within the employee's seniority unit a job classification other than the one the employee presently holds having duties for which the employee has the knowledge, skills, abilities, and required certifications to perform the work, and in which there are other employees with less seniority, then the affected employee shall be entitled to employment in that classification. The employee displaced and laid off in that classification shall be the one with the least seniority.
- (3) Employees displaced after completion of all voluntary movement within their seniority unit shall be entitled to employment in other seniority units under the following conditions:
 - (a) Such displaced employees shall notify COB within five (5) working days of completion of voluntary demotions within their seniority unit that they desire to proceed under this section (Article 14(C)(3)). Those employees who fail to exercise their right to bump will be laid off.
 - (b) COB shall then prepare a list of the employees in descending order of seniority throughout the collective bargaining unit.
 - (c) The displaced employee, after identifying their location on the list, may bump an employee below them on the list (with less seniority) in a position for which the employee has the knowledge, skills, abilities, and required certifications.
 - (d) Their unit seniority in the new work unit will begin on the start date of their employment in that unit.
- (4) COB will attempt, where consistent with efficient operations, to place laid-off employees in vacant positions covered by this Agreement.

(D) Recall shall be accomplished according to COB-wide seniority, provided the most senior employee has the knowledge, skills, abilities, and certifications required to perform the duties of the position to be filled.

ARTICLE 15. Shift Preference, Time Off, and Temporary Work Assignments

- (A) COB retains the right to schedule shifts and time off so as to promote maximum efficiency.
- (B) When there is a vacancy in a shift, employees in the same job classification in other shifts shall be given the opportunity to fill the vacancy according to seniority.
- (C) Benefit time shall be scheduled and approved by the department head in accordance with the needs of the department. The department head shall make every effort to respect the benefit time requests of his/her employees consistent with the needs of the department. The employee shall notify his/her department head at least two (2) weeks in advance of the date he/she would like to take benefit time off. When there is a conflict between employees, seniority shall prevail only for requests made before February 1, after which approved benefit time off is scheduled on a first-come-first-served basis. Nothing in this Article shall preclude an individual work unit from establishing or maintaining a different benefit time scheduling procedure where both COB and Union consent. COB shall, when practical, respond to employee's request for benefit time within three (3) work days of the request.
- (D) COB retains its right to make temporary assignments of employees outside their job classifications and/or outside their seniority units so that work is performed by the employee with the skill, ability and experience to do the work. No employee shall be required to accept such temporary assignment if he/she does not have the skill, ability or experience to perform the work.

ARTICLE 16. Vacancies

- (A) The COB shall determine the skills, experience and abilities necessary to perform the work of any vacancy to be filled. COB reserves the right to fill all vacancies with the applicant whose skill, experience, and ability best qualify him or her to perform the work of the vacancy. In filling vacancies, COB shall give preference to applicants who are current City employees and whose knowledge, skills, experience, abilities, and personal qualifications are at least equal to those of the best qualified applicant.
- (B) Notwithstanding any other provisions of this Agreement, when hiring an external candidate for employment, COB may use current Human Resources Department standards to start the external hire at a higher longevity step on the pay scale in Exhibit A so that the external hire's starting pay is commensurate with their skills and experience. However, for all other seniority purposes, including but not limited to PTO accumulation, shift assignments, overtime preference, layoff

preference, and probationary periods, external hires shall be treated as new COB employees.

- (C) When not in conflict with Section (A) of this Article, the COB shall give preference to employees first according to unit seniority; then, if the vacancy is not filled by unit seniority, COB shall give preference to employees according to COB-wide seniority.
- (D) COB hereby recognizes its responsibility to encourage employees to acquire the skills necessary to qualify for positions of advancement within their seniority unit, and agrees to help employees to gain exposure to more advanced positions within the seniority unit, where such accommodation does not disrupt the ability of the COB to effectively and efficiently fulfill its duty to the public.
- (E)
 - (1) When there is a vacancy in a job classification covered by this Agreement, COB shall post a notice to that effect City-wide for at least seven (7) calendar days. Such posting shall be done in each work unit, City Hall, and the Service Center. In addition, COB shall provide a copy of said notice to the Union Executive Board. In the event COB fails to provide such notice to the Union Executive Board as outlined above, COB shall not fill vacancy for an additional seven (7) calendar days, and any employee in a unit where the union representative did not receive said notice may apply for the vacancy in question during the additional seven (7) calendar days.
 - (2) COB hereby agrees to provide notice of all job vacancies not covered by this Agreement by posting a notice in each work unit, City Hall, and the Service Center, and by sending a copy of said notice to the Union Executive Board. This provision shall not be construed to require COB to hold such vacancies open for any determinate period of time or in any other manner to restrict COB's right to fill such vacancies at its discretion.
- (F) An employee may request employment in a vacancy in a job classification by applying in Human Resources.
- (G) COB shall not be required to grant an employee's request for transfer to a different position in the same pay grade as the employee's position, or in a lower pay grade, if the employee has been employed by COB for less than six (6) months. After an employee has requested and received a transfer into a position in the same pay grade as his/her prior position, or in a lower pay grade, the COB shall not be required to grant that employee another such transfer for six (6) months.

ARTICLE 17. Non-Discrimination

- (A) The parties hereto agree that they shall not discriminate against any person because of his/her race, religion, color, national origin, ancestry, age, sex, sexual orientation, gender identity, veteran status, housing status, or disability.
- (B) The parties acknowledge their continuing responsibility to the City of Bloomington's Affirmative Action Plan, whereby the COB will act affirmatively to hire and promote qualified underutilized and underrepresented members of the workforce to the extent permitted by law.

ARTICLE 18. Hours of Work, Night & Swing Shift, and Overtime

- (A) The payroll week shall be the calendar week beginning at 12:01 a.m. Monday and ending at midnight the following Sunday. The payroll day shall begin at 12:01 a.m. and end at midnight. The payroll period shall consist of two (2) consecutive payroll weeks.
- (B) The normal work week for regular full-time employees shall consist of forty (40) hours within a payroll week.
- (C) The normal work week shall be Monday through Friday.
- (D) The normal work day shall consist of eight (8) hours of work.
- (E) Any authorized work in excess of eight (8) hours in a payroll day or in excess of forty (40) hours in a payroll week shall be compensated at a rate of one and one-half (1-1/2) times the regular rate, except where expressly agreed otherwise.
- (F) Operators from water treatment and sewage treatment seniority units shall not be covered by Sections C, D and E. Employees from the Parks and Recreation Operations, Golf Course, Sports, and Recreation Services Division shall not be covered by Section C.
- (G)
 - (1) All overtime must be authorized by a supervisor.
 - (2) Overtime work will be compensated either by paying the employee one and one-half (1-1/2) times his/her regular rate of pay, or by granting the employee compensatory time off at a rate of one and one-half (1-1/2) times the number of overtime hours worked.
 - (3) An employee who wishes to accrue compensatory time in lieu of overtime pay shall notify his/her supervisor prior to performance of the overtime

work. Supervisors shall make every reasonable effort to honor employees' requests for compensatory time or overtime pay.

- (4) No employee may accrue more than forty (40) hours of compensatory time at any time. All accrued compensatory time must be used within the calendar year in which the time was accrued unless written approval is received from the employee's department head.
 - (5) An employee who wishes to take accrued compensatory time off shall notify his/her supervisor at least forty-eight (48) hours in advance of the date upon which he/she wishes to take time off. The supervisor shall accommodate employees' timely requests for compensatory time off unless such accommodation would unduly disrupt the operations of the COB. Where an employee is unable to take accrued compensatory time off during the calendar year, the employee shall be paid for the accrued hours at his/her regular rate of pay.
- (H) An employee who is temporarily assigned to perform the duties of a job classification in a pay grade above the employee's normal pay grade shall be compensated at the rate in effect for the higher pay grade as follows:
- (1) If the assignment exceeds two (2) consecutively scheduled work days, the employee shall be paid the higher rate for all consecutive days worked in the higher classification, including the first two (2) consecutive days; or
 - (2) If the assignment exceeds thirty-two (32) hours in a payroll period, the employee shall be paid the higher rate for all hours worked in the higher classification during the payroll period.
 - (3) If the assignment exceeds a six (6) month period, in a vacated position, that position shall be deemed necessary for a full-time position and shall be posted for all eligible employees as discussed herein. For purposes of this subsection, "vacated" shall not mean positions temporarily filled for a period of greater than six (6) months if for purposes of Workers' Compensation laws or similar situations.
- (I) For pay purposes time will be kept in fifteen (15) minute increments.
- (J) All employees will be paid on alternate Fridays for the pay period that ended the previous Sunday.
- (K) In order to be paid for any period not actually worked, the employee must notify his/her supervisor as soon as reasonably possible of his/her inability to report for work. Except in circumstances where it is impossible to do so, such notice shall be before commencement of the employee's work day. In the event that the employee could reasonably have provided notice as required above, then the COB

may refuse to pay the employee for the hours not worked. In the event that the employee's supervisor is not available then notification to the switchboard operator shall be deemed notification to the COB. However, if employee has notified the switchboard operator for two (2) consecutive days, the employee must make every reasonable effort to speak with the supervisor prior to a third consecutive absence.

- (L) Nothing in this Article, or in any other provision or agreement between the parties, shall prohibit the COB from establishing regular and normal work schedules in excess of or less than eight (8) hours per day, but not to exceed forty (40) hours per work week without the payment of overtime, shift or other premium pay as provided elsewhere in this Article and Agreement when the hours worked are not part of such a regular and normal work schedule.
- (M) Employees working on the evening or night shift shall receive a seventy-five cent (\$.75) per hour shift premium. Employees working on a swing shift shall receive an eighty cent (\$.80) per hour shift premium.
- (N) For purposes of this Article, evening or night shift premium shall apply to employees whose regular shift is scheduled to begin between 4:00 p.m. and 3:00 a.m. For purposes of this Article swing shift premium shall apply to any payroll period in which the regularly scheduled shift is scheduled to begin at least four (4) hours later or earlier than the regularly scheduled shift in the immediately preceding payroll period. This Article shall not apply to Sanitation employees or to employees who are "called out" for emergencies. The intent of this paragraph is to specify, but not to change the present practice with respect to evening, night and swing shift premiums.
 - (1) It is understood that employees have an obligation to perform assigned overtime work, unless excused by COB.
 - (2) Where overtime work is required to complete a specific assigned job at the end of a regular scheduled shift, the employees assigned to that job will be required to work overtime unless excused by COB for a just reason, including but not limited to personal illness or previously scheduled appointment which cannot reasonably be postponed. Where the employees on the job are excused, the overtime will then be offered to other employees in the required job classification(s) in accordance with Section (3).
 - (3) All overtime work not assigned under Section (2) will be assigned in accordance with this Section. Where overtime is available, attempts will be made to divide it equally among all employees in the appropriate job classifications, subject to the COB's right and duty to maintain efficient operations. All employees shall provide COB with a current telephone or beeper number at which they may be reached. COB shall not be obligated

to attempt to contact any employee who does not maintain a current telephone or beeper number on file with the COB.

- (a) On January 1st of each year, an overtime list shall be prepared in each seniority unit. All employees will be listed, by job classification, in order of seniority.
 - (b) The employee with the most seniority in the required job classification will be offered the overtime first. If the employee accepts or declines the overtime, his/her name will be placed at the bottom of the list and will not be considered again for overtime until such time as all other employees within the classification have been offered overtime. Provided, however, COB will not be required to offer overtime to an employee who used sick bank time or unscheduled PTO during the last four hours of the regular work shift preceding the overtime for a period of eight (8) hours.
 - (c) If all employees in the required job classification are excused, COB shall offer the overtime to qualified employees in other job classifications, provided said employees are capable of performing the work, in the same manner as in Subsection (b).
 - (d) If all qualified employees are excused from overtime, the COB may require the least senior employee in the required job classification(s) who can be contacted to perform the overtime work; provided, however, COB reserves the right to deviate from this provision, and proceed to the next least senior employee on the list, where COB determines that application of this provision would cause undue hardship to the employee who would otherwise be required to work. Further if this Subsection results in one individual being required to work overtime on two occasions in any payroll period, the COB may then proceed up the seniority list and require the next least senior employee in the required job classification(s) who can be contacted to work the next overtime opportunity which is assigned under this Subsection.
 - (e) The remedy for inadvertent violation of this procedure by COB shall be advancing the employee to the top of the overtime list for his/her job classification for the next overtime opportunity. In the event that an employee is intentionally skipped, the employee has the right to file a grievance.
- (4) This section applies to all overtime whether assigned under Paragraph 2 or 3 of this Article. COB shall not be obligated to offer overtime to any employee where the overtime could reasonably be expected to result in the

employee working more than eighteen (18) consecutive hours or more than seventeen (17) hours in any 24-hour period.

- (5) For Blucher Poole, Dillman, and Monroe plants, where overtime work is required to fill a twelve (12) hour or eight (8) hour shift, COB will offer such overtime in increments of two (2), four (4), six (6), eight (8), or twelve (12) consecutive hours, in accordance with this Article, where consistent with efficient operations. This provision shall apply only to regularly scheduled shifts.
- (6) COB agrees to make reasonable efforts to call available rank and file employees for overtime prior to the performance of such work by supervisors or part-time employees, subject to the COB's obligation to maintain efficient operations.
- (7) COB reserves the right to institute an on-call system for assignment of overtime in any work unit. In the event such a system is implemented, it may supersede any and all provisions in this Article with respect to that unit. COB agrees to provide notice to the Union Executive Board of any changes made to the on-call system for assignment of overtime in any work unit.
- (8) Nothing in this Article shall preclude an individual work unit from establishing or maintaining a different overtime allocation procedure where both City and union consent.

ARTICLE 19. Paid Time Off and Sick Bank

- (A) Amount of Paid Time Off (PTO)
 - (1) Accrual of paid time off: credited paid time off shall be credited upon hire and thereafter at the beginning of the calendar year in accordance with the charts in Appendix A, Section (A). Additional paid time off shall be earned at the rate of 4 hours per bi-weekly pay period worked as reflected in Appendix A, Section (B). This earned paid time off shall be credited at the end of the payroll period in which it is earned and shall not exceed one hundred and four hours per year.
 - (2) Probationary Employees: During the probation period, as defined in Article 13, Section B of this Agreement, employees may use only their earned paid time off after it is earned.

(B) Scheduling and Notification for PTO and Sick Bank

- (1) General: Paid time off shall be scheduled and approved by the supervisor in accordance with the needs of the department. The supervisor shall make every effort to respect the paid time off requests of his/her employees consistent with the needs of the department. Scheduling of PTO may be subject to Family and Medical Leave Policy.
- (2) Minimum Usage: Except where a different policy applies to a department or division, the minimum amount of paid time off taken at any one time shall be no less than thirty (30) minutes, but additional time after the first thirty (30) minutes on any occasion may be used in increments of fifteen (15) minutes. Each department head may, with approval of the Mayor upon recommendation of the Director of Human Resources, establish a different policy regarding minimum amounts and increments of usage. Such policy may be department-wide or may apply only to one or more divisions of the department. Such policies may not require minimum usage of more than two hours; must be in writing; and should be distributed to each employee and posted in the workplace. Provided, however, these minimums shall not apply to intermittent and reduced leave schedules under FMLA and the COB's policy implementing that law, if and to the extent imposition of such minimums would violate the FMLA.
- (3) Notification: Except where a different policy applies to a department or division, the employee shall notify his/her supervisor as follows: 1) at least two weeks in advance of the date that he/she would like to begin taking paid time off of more than sixteen (16) hours, and 2) absences of sixteen (16) hours or less must be scheduled at least twenty-four (24) hours in advance, unless due to illness or emergency for which twenty-four (24) hour notification is not possible, in which case, notification must still be made before commencement of each work day. Use of PTO or sick bank with less than twenty-four (24) hours notice is referred to herein as unscheduled PTO/sick bank (see Section 3 for situations in which proof of illness or emergency may be required). Each department head may, with approval of the Mayor upon recommendation of the Director of Human Resources, establish a different policy regarding how far in advance PTO must be requested. Such policy may be department-wide or may apply to one or more divisions of the department; must be in writing; and should be distributed to each employee and posted in the workplace. Even in the case of illness or emergency that prevents the employee from meeting the minimum notification above, employees shall generally not be paid for any absence unless they notify their supervisor before commencement of each workday. No allowance will be made for sick bank use during scheduled paid time off. PTO may not be used to make up for time lost due to tardiness. Employees may not take PTO or sick

bank in advance of it being credited or accrued or exceed the maximum amount available. Employees who are on unpaid leave of absence or on layoff will not earn PTO. Notification to the switchboard operator or other acceptable notification set forth by individual departments shall be deemed proper notification.

(C) Use of Paid Time Off and Sick Bank

It is the policy of the COB to allow employees a reasonable amount of paid time off to be used for any purpose. The COB's desire is to allow employees the maximum possible flexibility in the use and scheduling of such paid time off while ensuring that efficient City operations are not adversely affected by employees' use of this privilege. To that end, the COB hereby declares that employees' entitlement to paid time off under this policy carries with it a corresponding duty on the part of each and every employee to use his/her time responsibly. Such duty includes but is not limited to:

- (1) Giving as much notice as possible in advance of using time off. It is emphasized that the minimum notification requirements contained in this policy are only a minimum and that employees are expected to give more notice when they are able to.
- (2) Taking all necessary and possible steps to insure that their responsibilities can be covered during an absence. For example, an employee who must miss work on short notice due to an emergency, and who has important events or deadlines occurring on that day, is expected to convey to the appropriate colleague the information necessary to allow other employees to handle the situation with the minimum of inconvenience to the COB or others.
- (3) Avoiding the use of PTO at times when the employee's absence will be particularly detrimental to the COB, even if notification requirements are met. Using PTO in any manner that is detrimental to efficient COB operations will be considered a breach of the employee's duty to the COB and will be subject to disciplinary action. In addition, supervisors shall have the right to require proof of illness or emergency AND TO DENY PAY AND/OR TAKE OTHER DISCIPLINARY ACTION IF PROOF IS NOT PROVIDED in the following situations:
 - (a) Where an employee uses unscheduled PTO/sick bank in any amount on a day when the employee's absence is particularly detrimental to the COB,
 - (b) Where an employee seeks to use unscheduled PTO/sick bank more than six (6) times in any twelve (12) month period,
 - (c) Where an employee's pattern of usage suggests a breach of his/her duty to use PTO/sick bank responsibly in accordance with this policy. A pattern of PTO/sick bank use that suggests possible

abuse includes, but is not limited to, recurring unscheduled use of PTO/sick bank on Fridays or Mondays, days before or after City holidays, or days before or after scheduled paid time off or compensatory days off. Any combination of the above may constitute a pattern of abuse of PTO/sick bank.

- (d) Where an employee uses unscheduled PTO/sick bank on the last scheduled workday immediately preceding a holiday or the first scheduled workday immediately following a holiday unless the employee presents a statement from a licensed health care provider.
- (e) Exceeding accumulated PTO.

(D) Holidays During PTO

No employee will be required to charge paid time off for a holiday observed by the COB that falls during the employee's scheduled paid time off.

(E) Carry-over and Banking of PTO

Paid Time Off credited and earned during the year and remaining at the end of a year may be carried over into the next year or will be placed into the sick bank if the amount of the hours remaining exceeds the maximum amount of Paid Time Off credited and earned during the year. Time accumulated in the sick bank is carried over indefinitely. There is no maximum number of hours that may be placed in the sick bank per year. Any Paid Time Off that is carried over into the next year and that is not used during that year will be placed into the sick bank.

(F) Use of Sick Bank

The Sick Bank is intended for use only when the employee is medically ill or injured, and the employee is not otherwise compensated by the COB or through Worker's Compensation. Employees will not be paid for accumulated days in the Sick Bank upon separation from employment or upon death of the employee. In order to be paid for more than two Sick Bank days in any given work week, or for more than three (3) consecutively scheduled work days, the employee shall present a statement from a health care professional licensed to practice medicine in the State of Indiana. Employees shall not be paid for Sick Bank days unless they notify their supervisors before commencement of the employee's work day; provided however, an employee shall notify his/her supervisor at least two (2) weeks in advance of a planned medical leave such as scheduled surgery or treatment, except when it is not possible to give two (2) weeks notice, in which case the employee shall give as much advance notice as is practicable. Provided further, use of Sick Bank days for reasons other than the employee's own illness or injury shall be permitted only as follows:

- (1) As provided for Family and Medical Leave, and shall be subject to the notification and certification requirements of that section.
- (2) Absences necessitated by a family emergency or the serious illness of an employee's parent, child, spouse, grandparents, grandchildren, or step equivalents, registered domestic partner, or the parent or child of a registered domestic partner, or mate may be approved, providing that the total does not exceed forty (40) hours per year. These forty (40) hours shall be chargeable to the Sick Bank. Extensions of this policy may be allowed at the discretion of the department head where extraordinary circumstances warrant such action but shall not exceed a total of forty (40) additional hours per year. The department head shall send the appropriate documentation to the Director of Human Resources. This provision is intended to cover short term, unexpected absences and is not intended to replace the Family and Medical Leave Policy.
- (3) Sick Bank time may be used only in increments equivalent to half or full work days, except that employees may use up to two of their accrued Sick Bank days per year in increments of two (2) hour duration for doctor appointments or a medical illness. Provided, however, these minimums shall not apply to intermittent and reduced leave schedules under FMLA and the COB's policy implementing that law, if and to the extent imposition of such minimums would violate the FMLA. Such absences must be approved in advance by the employee's supervisor and documented as such on the employee's service record. Notification to the switchboard operator or other acceptable notification set forth by individual departments shall be deemed proper notification.

(G) Absenteeism and Abuse of Sick Bank Days

The following shall be grounds for discipline up to and including termination:

- (1) Use of the Sick Bank for reasons other than illness or injury, except as expressly permitted by these Policies and Procedures.
- (2) Pattern of sick leave use that suggests possible abuse. This includes recurring use of Sick Bank days on Fridays or Mondays, days before or after City holidays, or days before or after scheduled paid time off or compensatory days off. This also includes repeated use of Sick Bank days on days which the employee reasonably should know to be important to the department by reason of workload, deadlines, or other causes rendering absences particularly deleterious to the department. Any combination of the above may constitute a pattern of abuse of sick leave.
- (3) Exceeding accumulated Sick Bank days.

- (4) In addition, any employee with frequent one-day illnesses may be required to present a doctor's statement or other proof of illness upon return to work in order to receive Sick Bank pay.
- (H) Pay for Unused PTO Upon Separation from Employment
- (1) If an employee should retire or resign and leave in good standing after giving proper notice, the employee shall be paid for unused PTO up to a maximum of 40 days (320 hours) for full time, 40 hour employees (part time employees' maximum shall be pro-rated based on scheduled hours) and calculated as follows: (1) the employee shall be paid in full for any paid time off carried over from the previous year; (2) for unused Earned Paid Time Off accrued during the current year, and (3) for any unused Credited Paid Time Off from the current year according to the following schedule:
- | | |
|--|------|
| Any employee leaving between Jan. 1 st and Jan. 15 th | 0% |
| Any employee leaving between Jan. 16 th and Feb. 14 th | 16% |
| Any employee leaving between Feb. 15 th and March 15 th | 32% |
| Any employee leaving between March 16 th and April 15 th | 49% |
| Any employee leaving between April 16 th and May 15 th | 66% |
| Any employee leaving between May 16 th and June 30 th | 83% |
| Any employee leaving after June 30 th | 100% |
- (2) If an employee subject to Paragraph (1) has already, during the calendar year in which he/she resigns, taken more paid time off than he/she is entitled to under Paragraph (1), he/she shall repay the excess time taken. Repayment may be by deduction from his/her final paycheck, upon written authorization by the employee.
- (3) Employees who are dismissed by the COB, resign not in good standing, or retire not in good standing shall not be paid for current and/or accumulated paid time off other than any days carried over from the prior year.
- (4) Employees will not be paid for accumulated days in the Sick Bank upon separation from employment or death of the employee.

ARTICLE 20. Breaks and Lunch

- (A) Two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute lunch period shall be authorized per work day. One rest break shall be taken in the first half of the shift and the other break shall be taken in the second half of the shift. In addition, employees working a regularly scheduled twelve (12) hour shift shall receive one (1) additional fifteen (15) minute rest break, to be taken during the last four (4) hours of the shift.

- (B) The timing of the breaks will be set in the individual work units. The lunch provision shall not apply to water treatment, waste water treatment and sanitation personnel, who will take a lunch period as work permits.
- (C) While working overtime, employees shall be given one (1) fifteen (15) minute break after two (2) hours of work and one (1) fifteen (15) minute break every two (2) hours thereafter. Such breaks shall be scheduled at the discretion of the supervisor.

ARTICLE 21. Wages and Insurance

- (A) Effective January 1, 2023, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by five percent (5.0%). Provided, however, that any employee who is receiving a grade change shall receive no percentage increase in 2023. For the avoidance of doubt, those classifications that are receiving a grade change, and therefore are receiving no 2023 percentage increase, are as follows:

- (1) Utilities Specialist I
- (2) Utilities Specialist II
- (3) Utilities Specialist III
- (4) Plant Maintenance Apprentice
- (5) Lift Station Mechanic Apprentice
- (6) Heavy Equipment Operator I
- (7) Heavy Equipment Operator II
- (8) Plant Maintenance Mechanic
- (9) Lift Station Mechanic
- (10) Specialized Crew Leader

Effective January 1, 2024, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by five percent (5.0%).

Effective January 1, 2025, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by three and one-tenth percent (3.1%).

Effective January 1, 2026, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by three and one-tenth percent (3.1%).

- (B) The Pay Plan shall remain in effect as described in the following Exhibits:

EXHIBIT A. The Pay Plan, attached.

EXHIBIT B. Classes assigned to Pay Grades, attached.

EXHIBIT C. Salary Schedule, attached.

- (C) Each employee covered under this Agreement who elects to participate in the COB's group medical insurance plan shall receive the benefit of a monthly contribution from the COB in accordance with the group medical insurance plan provision for City employees. COB shall contribute no less than six thousand three hundred and sixty one (\$6,361.00) per year per employee, for the duration of this Agreement. At no time during this Agreement shall a bargaining unit employee be charged a higher employee contribution than the contribution paid by other City employees.
- (D) Each employee covered by this Agreement shall receive group Life Insurance in the amount of thirty thousand dollars (\$30,000.00) during the term of this agreement. The insurance premiums shall be paid in their entirety by the COB.

Neither party shall be obliged to bargain about group insurance during the term of this Agreement, and the COB is not committed to bear any additional insurance costs during said term, over and above these costs provided above.

The final decision as to scope of coverage and the choice of insurance carrier shall rest with the COB.

ARTICLE 22. Emergency Call and "On Call"

- (A) Emergency Call Out. Whenever it becomes necessary for the Department to call out an employee for emergency work at times other than such employee's regular shift period, such employee shall receive not less than three (3) hours pay. This provision shall prevail for each time an employee is called out by the Department at periods other than his/her regular shift. The rate of pay for emergency call out shall be one and one-half (1-1/2) times the regular hourly rate except on Sundays and holidays, when the rate of pay for emergency call out shall be two (2) times the regular hourly rate. Any such payment for emergency call out shall be in addition to the employee's daily wages, if any, and in addition to any on call pay to which the employee is entitled. No employee who is on a scheduled PTO day, bereavement day or FMLA leave shall be called out during an emergency, unless said emergency qualifies as a catastrophic event. A catastrophic event is defined as an event wherein the Mayor of Bloomington, the Monroe County Commissioners, the Governor of Indiana or the President of the United States declares the City of Bloomington to be in a condition which constitutes a disaster or emergency, examples may include, but are not meant to be exclusive or exhaustive, tornados, acts of terrorism, and blizzards.
- (B) Bad Weather Policy. In the event the Mayor shuts down the City due to bad weather as contemplated in the City of Bloomington Personnel Manual, any essential personnel who are required to report to work shall be compensated at

one and one-half (1-1/2) times their regular hourly rate. Provided, however, that such bad weather pay shall not exceed the number of hours in the employee's regularly scheduled day/shift.

- (C) On Call Status. Departments or work units may require employees to perform on call duty. "On Call" status means that an employee will be responsible to respond to a pager, phone or radio supplied by COB. "On Call" shall require the employee to answer questions, provide information or make referrals. In the event it is necessary to perform work at a job site, the employee shall be required to respond on emergency call out as provided in Section A within a certain time period to a specified location.

Any employee who is required to be on-call shall be paid forty-seven dollars (\$47.00) per twenty-four (24) hour period.

- (D) Recuperation Time. When employees work extended hours due to an emergency call out, supervisors shall have the discretion to allow called-out employees to use a flexible work schedule so as to afford called-out employees adequate recuperation time. However, while called-out employees must obtain their supervisors' consent before utilizing flexible time, supervisors may not force called-out employees to utilize a flexible work schedule.

ARTICLE 23. Holidays

- (A) For all paid legal holidays worked, the employee will receive a holiday allowance of two times regular pay plus regular pay over a twenty-four (24) hour period, and employees not working will receive regular pay. Paid legal holidays shall be New Year's Day, Martin Luther King Day, Spring Holiday, Primary Election Day (when applicable), Memorial Day, Juneteenth, Independence Day, Labor Day, Election Day (when applicable), Veterans Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. In addition, in any year when there is neither a Primary Election Day nor a General Election Day, then Presidents' Day and Fall Holiday shall be considered City holidays. When a paid legal holiday falls on a weekend, it shall be observed on either the preceding Friday or the subsequent Monday, as determined by COB. No holiday allowance will be paid to any employee who has not worked the last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday.

Employees who use sick bank days or unscheduled PTO before or after a holiday must have a health care provider's statement of inability to work before Holiday Pay is granted, and pay will be granted only if the employee has adequate benefit time to cover the days absent from work.

If the employee has scheduled time off on the day(s) before or after the holiday, then this policy applies to the last day before and first day after the scheduled time off. Examples of scheduled time off include benefit time which has been approved in advance by the employee's supervisor.

- (B) In the case of a week involving a paid legal holiday, employees on a work schedule other than Monday through Friday may have five scheduled work days that include neither an actual nor an observed holiday. In such instance, the employee may take paid time off to be scheduled at the mutual convenience of the employee and the supervisor. This provision does not apply to employees whose schedule includes the actual holiday, the observed holiday or both or to any employee who is otherwise compensated for the holiday.
- (C) An employee may observe a bona fide religious holiday, consistent with the religious tenets adhered to by the employee and not included in Section A of this article provided:
 - (1) The time off is charged to paid time off, compensatory time off, or leave without pay at the employee's choice;
 - (2) The employee gives not less than two (2) weeks notice in advance of the requested holiday.
 - (3) The employee shall not be unreasonably denied with proper notice.

ARTICLE 24. Safety Committee

The Safety Committee shall meet at least once quarterly, according to the schedule set forth in the Safety Manual or by mutual agreement.

ARTICLE 25. Leaves

- (A) Absences necessitated by a family emergency or serious illness of an employee's parent, child, spouse, or step equivalents, registered domestic partner, or the parent or child of a registered domestic partner, or mate, may be approved for the use of sick bank, provided that the total number of hours chargeable to sick bank does not exceed forty (40) hours per year. Extensions of this policy may be allowed at the discretion of the department head where extraordinary circumstances warrant such action, but shall not exceed a total of forty (40) additional hours per year. The department head shall send appropriate documentation to the Human Resources Director. This provision is intended to cover short term, unexpected absences, and is not intended to replace the Family and Medical Leave Policy contained in the Personnel Manual

- (B) If there is a death in the immediate family (spouse, registered domestic partner, mate, child, brother or sister, parent, or parent of spouse, or parent or child of registered domestic partner or step-equivalents thereof) necessary time off for the attendance of funeral matters will be approved with full pay providing the total absence does not exceed three (3) work days. For purposes of this Section, "full pay" means the employee's regular rate of pay for the number of hours he/she would regularly have been scheduled to work during the days taken off.
- (C) In the case of death of brothers- and sisters-in-law, or grandparents or grandchildren, or step-equivalents thereof, absence with full pay will be approved providing the total absence does not exceed one (1) work day. For purposes of this Section, "full pay" means the employee's regular rate of pay for the number of hours he/she would regularly have been scheduled to work on the day taken off.
- (D) Any other absence in connection with funerals of other relatives or friends shall be excused without pay at the discretion of the department head. Such approval will not be unreasonably withheld.
- (E) COB reserves the right to require proof of death and/or proof of relationship as a condition of approving paid or unpaid bereavement leave under Section B, C and D of this Article.
- (F) Leave of absence without pay may be granted any permanent full-time employee after one (1) year of employment with the COB, subject to the following conditions:
 - (1) Leave of absence shall not normally exceed six (6) months but may, in special circumstances with the approval of the Mayor or the appropriate Board or Commission, be granted for a period of up to one (1) year. Any unpaid portion of a leave taken under the Family and Medical Leave Act of 1993 shall be counted toward these time periods if the leave requested under this Section is a continuation of the same leave for the same reason.
 - (2) Leave of absence shall be subject to the written approval of the Department Head and the governing Board or Commission where appropriate, and the Director of Human Resources.
 - (3) Leave of absence may be granted for any reason deemed to be in the best interest of the COB, or the employee. Examples are job-related education or medical disability. In the case of medical disability, a physician acceptable to the COB must certify that the employee is medically disabled.
 - (4) During a leave of absence, an employee shall remain eligible for benefits but such benefits shall not accrue or be used for the duration of the leave of absence. An employee may retain his/her insurance benefits by paying

the full premium (employee's share) for a period not to exceed six (6) months, except that the COB shall continue to pay the COB's share during any leave, up to twelve (12) weeks, when such leave, and such continuation of the payment of the COB's share, are required by the Family and Medical Leave Act of 1993 or any future amendments to said Act.

ARTICLE 26. Miscellaneous

- (A) The COB, with the assistance of and input from the Union, shall arrange for printing a minimum of two hundred (200) copies of the Agreement, the cost to be shared equally by the parties. Both parties shall cooperate in the proofreading of the document to insure that the copies accurately reflect the existing Agreements.
- (B) Employees classified as technicians in Fleet Maintenance shall be reimbursed up to one-thousand dollars (\$1,000) in any calendar year for either (1) the purchase of tools or (2) for the cost of Automotive Service Excellence (ASE) testing, provided that the technician passes the test. The COB will issue two (2) checks to eligible employees, to be issued on or before June 15 and December 15, respectively, of each year of this Agreement. The COB shall provide insurance coverage for technicians' tools and related equipment and accessories on a blanket, unspecified basis using a total limit of one hundred thousand dollars (\$100,000), with no one (1) item exceeding ten thousand dollars (\$10,000).
- (C) COB shall make a copy machine available to the Union for copying Union-related documents. The charge per page shall be the rate established for all users by the City of Bloomington Board of Public Works. The current rate is ten cents (\$.10) per page per copy.
- (D) COB shall provide the President a copy of the City's insurance policy regarding insurance coverage.

ARTICLE 27. Licenses

- (A) Wastewater Plant Operators are required to obtain a Class I wastewater certification issued by the Indiana Department of Environmental Management (IDEM) within one year of the date they become eligible to obtain the license. Current Wastewater Plant Operators who have not obtained a Class I certification shall have one year from the date of the execution of this Agreement, or one year from the date they first become eligible to obtain the certification, to obtain said certification. Failure to obtain a Class I certification within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Wastewater Plant Operators shall receive two dollars (\$2.00) per hour for obtaining a Class I certification.

Wastewater Plant Operators who obtain a Class II certification shall receive a total of three dollars (\$3.00) per hour. Wastewater Plant Operators who obtain a Class III certification shall receive a total of four dollars (\$4.00) per hour. Wastewater Plant Operators who obtain a Class IV certification shall receive a total of five dollars (\$5.00) per hour.

- (B) Water Plant Operators are required to qualify as a grade Operator in Training (O.I.T.) (under the terms of 327 I.A.C. 8-12-3.2) within one year of the date they become eligible to obtain an O.I.T. Current Water Plant Operators who have not qualified as an O.I.T. shall have one year from the date of the execution of this Agreement, or one year from the date they first become eligible to obtain the O.I.T., to obtain said O.I.T. Failure to qualify as an O.I.T. within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Water Plant Operators shall receive two dollars (\$2.00) per hour for qualifying as an O.I.T. After one year in service as an O.I.T., Water Plant Operators shall receive an additional one dollar (\$1.00) per hour, for a total of three dollars (\$3.00) per hour. Water Plant Operators who obtain a WT 5 license shall receive an additional two dollars (\$2.00) per hour, for a total of five dollars (\$5.00) per hour.

- (C) Lift Station Mechanics and Apprentice Lift Station Mechanics are required to obtain a Class II collection systems certification within one year of the date they begin working as a Mechanic at the Utilities Department. Current Lift Station Mechanics and Apprentice Lift Station Mechanics who have not obtained the required certification shall have one year from the date of the execution of this Agreement to obtain said certification. However, if the State prohibits Mechanics from obtaining the certification before having a certain number of years of on-the-job experience, then Mechanics shall have one year from the date they first become eligible to obtain the certification. Failure to obtain the certification within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Lift Station Mechanics and Apprentice Lift Station Mechanics shall receive one dollar (\$1.00) per hour for obtaining a Class II certification. In addition, Plant Maintenance Mechanics who obtain a Class II collection systems certification shall receive one dollar (\$1.00) per hour for obtaining said certification.

- (D) Specialized Crew Leaders are required to obtain a Distribution Systems License (DSL) certification issued by the IDEM within one year after they become eligible to obtain a DSL. Current Specialized Crew Leaders who have not obtained a DSL shall have one year from the date of the execution of this Agreement to obtain said DSL, or one year from the date they first become eligible to obtain the DSL, to obtain said DSL. Failure to obtain a DSL within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Specialized Crew Leaders shall receive one dollar (\$1.00) per hour for obtaining a DSL.

(E) Specialized Crew Leaders, Heavy Equipment Operators (both Class I and II), Lift Station Mechanics, and Utilities Specialists (Classes I, II, and III) who are not required to hold a DSL or a Class II collection systems certification may nonetheless obtain such license or certification and will receive an additional fifty cents (\$0.50) per hour for each such non-required certification. Additionally, up to two additional fifty cent (\$0.50) incentive premiums may be awarded to water plant operators and wastewater plant operators for obtaining the following licenses, provided that the below-listed license is not a required license for the employee under Sections A-D above:

- (1) Water Treatment 5 (WT5);
- (2) Wastewater Class I, Class II, Class III, or Class IV (only one Class at a time is payable);
- (3) Distribution Systems License;
- (4) Collection Systems License.

COB reserves the right to further limit the choices of the incentive pay certifications to develop needed skills in employees.

(F) Certification and incentive premiums shall be paid only so long as an employee maintains his/her current certification card, unless he/she advances to a higher certification. Loss of certification without advancement to a higher level of certification shall result in the loss of the applicable premium for the certification level lost.

(G) Where an employee is required by COB to obtain a CDL, he/she will receive eighty cents (\$0.80) per hour additional compensation for a Class B CDL and one dollar (\$1.00) per hour additional compensation for a Class A CDL.

- (1) COB will furnish the employee the type of vehicle required to take the test for the type of CDL required.
- (2) If COB asks an employee to take an exam to obtain a Class A CDL and the employee passes said exam, COB shall reimburse employee the cost of said exam within thirty (30) days of the employee providing COB proof of a passing grade.
- (3) COB will reimburse employees up to one-hundred dollars (\$100) for the medical physical examination required to maintain a CDL.
- (4) If an employee is required to obtain a CDL, either A or B, by COB, he/she shall have no more than one-hundred twenty (120) days to obtain said CDL.

- (5) If an employee's CDL license is suspended, for any reason, any additional compensation he/she receives for having said license shall cease immediately.
- (H) Employees classified as mechanics in Fleet Maintenance that obtain the certification of (ASE) Automotive Service Excellence will receive an additional forty cents (\$0.40) per hour for each test passed. A maximum of eight (8) may be obtained.
- (I) Employees who possess the following certifications shall receive twenty-five cents (\$.25) per hour additional compensation, provided said certifications remain current and are considered an essential requirement or function of an employee's job:
 - (1) International Municipal Signal Association—Traffic Signal Technician Level 1;
 - (2) International Municipal Signal Association—Sign and Pavement Marking Technician Level 1;
 - (3) American Concrete Institute—Flatwork Finisher and Technician
 - (4) Certified Arborist;
 - (5) Certified Pool Operator;
 - (6) Euthanasia Certificate;
 - (7) Registered Pesticide Technician;
 - (8) Certified Pesticide Applicator;
 - (9) Tree Risk Assessment Certification;
 - (10) Certified Playground Inspector;
 - (11) Certified Bucket Truck Operator.*

In accordance with Section J below, additional categories of certifications may be added to the above list. If additional categories are added to the above list, the Union and all employees shall be notified in writing.

*Bucket truck operator certifications shall be limited by department as follows:

Parks Department: Two (2) employees who are primarily assigned to the Department's tree crew.

Street Department: Eighteen (18) employees. Those employees who are primarily assigned to the tree crew or the traffic signal crew must be bucket truck certified. Necessary backup employees who are not primarily assigned to the tree crew or traffic signal crew may also receive pay for bucket truck certification. However, in no case shall the total number of Street Department employees receiving bucket truck certification pay exceed eighteen (18) employees. Eligibility for bucket truck certification pay for Street Department employees who are not primarily assigned to the tree crew or traffic signal crew shall be offered to backups based upon seniority.

- (J) The Union may propose that new certifications be considered for addition to Article 27, Licenses. Such proposals must be limited to special skills and knowledge (a) that will require significant external training or education and (b) that the department head has confirmed will contribute substantially to the employee's ability to fully perform the work required by their position. Proposals should indicate the additional training or education required, the way(s) in which mastery of the skills and knowledge will be demonstrated, and how such skills and knowledge will be used by the employee. Addition of new certifications and corresponding additional pay is subject to approval by the COB.
- (K) At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in this Agreement.

ARTICLE 28. Gainsharing and Apprenticeship

The parties hereby state their intent and agreement to meet and confer as soon as mutually convenient in order to design and implement a gainsharing program whereby the City can provide, and the employees can be rewarded for, the highest quality and most cost-effective public service possible for the citizens of Bloomington.

The parties also agree to establish a working group made up of Utilities Management and AFSCME Utilities employees to work with the Indiana Alliance for Rural Water to design an apprenticeship program for the Utilities Department.

ARTICLE 29. Severability

If any provision of this Agreement shall be found to be in conflict with any law, either State or Federal, that provision shall be considered deleted from this Agreement, but shall in no way affect the remainder of the Agreement which shall remain in effect by its terms.

ARTICLE 30. Notification of Private Contracts

The COB agrees to notify the Union prior to contracting out work currently performed exclusively by bargaining unit employees, but only where such contracting would directly result in the immediate layoff of one or more bargaining unit employees. Such notice shall be given to the Union at least thirty (30) days prior to publishing notice of public bids, or sending out requests for proposals, or otherwise executing any contract for such work. Provided, however, the COB reserves the right to declare an emergency in which case no prior notice shall be required.

ARTICLE 31. Labor Management Meetings

COB and Union will meet no less than twice in a calendar year for the purpose of discussing issues important to both parties. The Union shall be responsible for calling the meetings. The meetings shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the Agreement. The issues that may be discussed include work-place safety, job classifications, training needs, staffing concerns and other general issues.

EXHIBIT A

THE PAY PLAN

EFFECTIVE JANUARY 1, 2023, and for all subsequent years of this Agreement (2024, 2025, and 2026), employees shall be paid based on their pay grade and their longevity step as shown in Exhibit A.

New employees enter the pay plan at Step 1 and serve an initial probationary period for the first one hundred twenty (120) days of employment. Upon completion of one hundred twenty (120) days, employees advance to Step 2 or, if the employee was hired at a higher step pursuant to Article 16(B), the step at which the employee was hired, unless their probation is extended. If probation is extended, the employee will advance upon completion of the extended probation. Subsequent advances in steps are based on longevity, in accordance with the charts contained below. Longevity for pay purposes is based on continuous service since the date when the employee first became a Regular Full-Time or Regular Part-Time employee eligible for benefits. Longevity of service will be recalculated for pay purposes on the employee's anniversary date of hire into a position described in the previous sentence.

New hires with a starting wage higher than a Step 1 for their associated pay grade, in accordance with Article 16(B), receive pay longevity credit, which means that for pay purposes only they are assumed to have the necessary longevity consistent with their Step as outlined below. For example, an employee hired at a Step 3 under Article 16(B) would advance to a Step 4 after two years of service, instead of three years of service, because they received one year of longevity credit when they started. They would subsequently move to a Step 5 after four years of service, and a Step 6 after nine years of service.

Any employee who transfers laterally or is promoted to another position in the Pay Plan shall be paid at the wage for the new position in accordance with the relevant longevity step as determined by the Step Charts contained below. Provided however, no current employee shall receive a pay reduction upon lateral transfer or promotion, but will not receive an additional increase due to promotion or longevity until so merited within the step pay system for the job classification. An employee who is demoted for disciplinary reasons or in lieu of layoff shall receive the wage for the relevant step within the job classification to which the employee is demoted. Also, the employee's longevity of service is "carried" to the new position. Internal promotions shall be paid at ninety-five percent (95%) of the salary of the relevant grade and step for the first thirty (30) days after promotion. If the ninety-five percent (95%) payment would result in a loss of pay from the previous position, the employee will receive the pay of the previous position for the initial thirty (30) days after promotion. Employees who transfer to a pay grade below their current pay grade shall be paid at the relevant grade and step for the new position.

Employees whose present rate of pay is higher than indicated by the step charts below, based on the employee's pay grade and longevity, will not receive a pay cut, but will not receive any increase due to longevity until the step chart for the year in question shows an amount greater than the employee's current wage rate plus any across-the-board increase for the year in question.

In addition to the wages provided in Exhibit A, the COB shall pay the State mandated share of COB's PERF contribution and shall pay the employee's share of three percent (3%) of PERF.

Animal Shelter

Animal Shelter													
2023		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Animal Care Technician	106	20.24	20.80	21.38	21.94	22.50	22.91	23.30	23.69	24.09	24.49	24.89
	Animal Control Officer	107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06

Animal Shelter													
2024		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Animal Care Technician	106	21.25	21.84	22.45	23.04	23.63	24.05	24.46	24.87	25.30	25.72	26.14
	Animal Control Officer	107	21.39	22.00	22.59	23.18	23.79	24.19	24.61	25.03	25.44	25.89	26.31

Animal Shelter													
2025		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Animal Care Technician	106	21.91	22.52	23.14	23.75	24.36	24.80	25.22	25.65	26.08	26.52	26.95
	Animal Control Officer	107	22.06	22.68	23.29	23.90	24.52	24.94	25.37	25.81	26.23	26.69	27.12

Animal Shelter													
2026		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Animal Care Technician	106	22.59	23.22	23.86	24.49	25.12	25.57	26.00	26.44	26.89	27.34	27.78
	Animal Control Officer	107	22.74	23.38	24.01	24.64	25.28	25.71	26.16	26.61	27.04	27.52	27.96

Facilities

Facilities													
2023		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Maintenance/Custodian	107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06

Facilities													
2024		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Maintenance/Custodian	107	21.39	22.00	22.59	23.18	23.79	24.19	24.61	25.03	25.44	25.89	26.31

Facilities													
2025		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Maintenance/Custodian	107	22.06	22.68	23.29	23.90	24.52	24.94	25.37	25.81	26.23	26.69	27.12

Facilities													
2026		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Maintenance/Custodian	107	22.74	23.38	24.01	24.64	25.28	25.71	26.16	26.61	27.04	27.52	27.96

Fleet Maintenance

Fleet Maintenance													
2023		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Apprentice Master Technician	109	20.66	21.23	21.80	22.37	22.93	23.33	23.72	24.12	24.52	24.94	25.34
	Master Technician	112	22.44	23.00	23.57	24.13	24.70	25.09	25.50	25.90	26.28	26.68	27.08
	Shop Foreperson	113	23.44	24.01	24.56	25.14	25.70	26.11	26.50	26.89	27.29	27.70	28.10

Fleet Maintenance													
2024		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Apprentice Master Technician	109	21.70	22.29	22.89	23.48	24.08	24.50	24.91	25.32	25.74	26.19	26.61
	Master Technician	112	23.56	24.15	24.75	25.33	25.94	26.35	26.77	27.19	27.59	28.02	28.43
	Shop Foreperson	113	24.61	25.21	25.79	26.40	26.99	27.41	27.82	28.23	28.66	29.09	29.51

Fleet Maintenance													
2025		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Apprentice Master Technician	109	22.37	22.98	23.60	24.21	24.82	25.26	25.68	26.11	26.54	27.00	27.43
	Master Technician	112	24.29	24.90	25.52	26.12	26.74	27.16	27.60	28.04	28.45	28.88	29.32
	Shop Foreperson	113	25.37	25.99	26.59	27.21	27.82	28.26	28.68	29.11	29.54	29.99	30.42

Fleet Maintenance													
2026		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
	Apprentice Master Technician	109	23.06	23.69	24.33	24.96	25.59	26.04	26.48	26.92	27.36	27.84	28.29
	Master Technician	112	25.04	25.67	26.31	26.93	27.57	28.01	28.46	28.91	29.33	29.78	30.22
	Shop Foreperson	113	26.16	26.80	27.42	28.06	28.69	29.14	29.57	30.01	30.46	30.92	31.37

Parks and Recreation

Parks & Recreation													
2023		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Custodian	101	19.54	20.10	20.66	21.23	21.80	22.21	22.59	22.99	23.38	23.79	24.19
	Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Equipment Maintenance Mechanic	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
	Working Foreperson	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
	Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
	Crew Leader	110	20.80	21.38	21.94	22.50	23.08	23.46	23.86	24.26	24.66	25.07	25.47

Parks & Recreation													
2024		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Custodian	101	20.51	21.10	21.70	22.29	22.89	23.32	23.71	24.14	24.55	24.98	25.40
	Laborer	104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Motor Equipment Operator Apprentice	104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Equipment Maintenance Mechanic	108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
	Working Foreperson	108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
	Master Motor Equipment Operator	108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
	Crew Leader	110	21.84	22.45	23.04	23.63	24.23	24.63	25.06	25.48	25.89	26.32	26.74

Parks & Recreation													
2025		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Custodian	101	21.15	21.76	22.37	22.98	23.60	24.04	24.45	24.89	25.31	25.76	26.19
	Laborer	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Motor Equipment Operator Apprentice	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Equipment Maintenance Mechanic	108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
	Working Foreperson	108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
	Master Motor Equipment Operator	108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
	Crew Leader	110	22.52	23.14	23.75	24.36	24.99	25.40	25.83	26.27	26.69	27.14	27.57

Parks & Recreation														
2026		<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	
	Custodian	101	21.80	22.43	23.06	23.69	24.33	24.78	25.21	25.66	26.09	26.56	27.00	
	Laborer	104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49	
	Motor Equipment Operator Apprentice	104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49	
	Equipment Maintenance Mechanic	108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09	
	Working Foreperson	108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09	
	Master Motor Equipment Operator	108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09	
	Crew Leader	110	23.22	23.86	24.49	25.12	25.76	26.18	26.63	27.08	27.52	27.98	28.43	

Sanitation

Sanitation													
2023		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
	Crew Leader	110	20.80	21.38	21.94	22.50	23.08	23.46	23.86	24.26	24.66	25.07	25.47

Sanitation													
2024		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Motor Equipment Operator Apprentice	104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Master Motor Equipment Operator	108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
	Crew Leader	110	21.84	22.45	23.04	23.63	24.23	24.63	25.06	25.48	25.89	26.32	26.74

Sanitation													
2025		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Motor Equipment Operator Apprentice	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Master Motor Equipment Operator	108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
	Crew Leader	110	22.52	23.14	23.75	24.36	24.99	25.40	25.83	26.27	26.69	27.14	27.57

Sanitation													
2026		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49
	Motor Equipment Operator Apprentice	104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49
	Master Motor Equipment Operator	108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09
	Crew Leader	110	23.22	23.86	24.49	25.12	25.76	26.18	26.63	27.08	27.52	27.98	28.43

Street Department

Street													
2023		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Motor Equipment Operator Apprentice	104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Master Motor Equipment Operator	108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
	Crew Leader	110	20.80	21.38	21.94	22.50	23.08	23.46	23.86	24.26	24.66	25.07	25.47

Street													
2024		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Motor Equipment Operator Apprentice	104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Master Motor Equipment Operator	108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
	Crew Leader	110	21.84	22.45	23.04	23.63	24.23	24.63	25.06	25.48	25.89	26.32	26.74

Street													
2025		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Motor Equipment Operator Apprentice	104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Master Motor Equipment Operator	108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
	Crew Leader	110	22.52	23.14	23.75	24.36	24.99	25.40	25.83	26.27	26.69	27.14	27.57

Street													
2026		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Laborer	104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49
	Motor Equipment Operator Apprentice	104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49
	Master Motor Equipment Operator	108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09
	Crew Leader	110	23.22	23.86	24.49	25.12	25.76	26.18	26.63	27.08	27.52	27.98	28.43

Utilities – Laboratory & Environmental Services

Utilities - Laboratory & Environmental Services												
2023	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laboratory Technician I	U-109	20.66	21.23	21.80	22.37	22.93	23.33	23.72	24.12	24.52	24.94	25.34
Laboratory Technician II	U-110	20.80	21.38	21.94	22.50	23.08	23.46	23.86	24.26	24.66	25.07	25.47
Utilities Specialist I	U-111*	21.12	21.66	22.20	22.74	23.28	23.66	24.04	24.42	24.80	25.18	25.56
Utilities Specialist II	U-113*	21.90	22.44	22.98	23.52	24.06	24.44	24.82	25.20	25.58	25.96	26.34
Utilities Specialist III	U-115*	22.94	23.48	24.02	24.56	25.10	25.48	25.86	26.24	26.62	27.00	27.38
Specialized Crew Leader	U-119*	24.50	25.04	25.58	26.12	26.66	27.04	27.42	27.80	28.18	28.56	28.94

Utilities - Laboratory & Environmental Services												
2024	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laboratory Technician I	U-109	21.70	22.29	22.89	23.48	24.08	24.50	24.91	25.32	25.74	26.19	26.61
Laboratory Technician II	U-110	21.84	22.45	23.04	23.63	24.23	24.63	25.06	25.48	25.89	26.32	26.74
Utilities Specialist I	U-111	22.18	22.74	23.31	23.88	24.44	24.84	25.24	25.64	26.04	26.44	26.84
Utilities Specialist II	U-113	23.00	23.56	24.13	24.70	25.26	25.66	26.06	26.46	26.86	27.26	27.66
Utilities Specialist III	U-115	24.09	24.65	25.22	25.79	26.36	26.75	27.15	27.55	27.95	28.35	28.75
Specialized Crew Leader	U-119	25.73	26.29	26.86	27.43	27.99	28.39	28.79	29.19	29.59	29.99	30.39

Utilities - Laboratory & Environmental Services												
2025	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Laboratory Technician I	U-109	22.37	22.98	23.60	24.21	24.82	25.26	25.68	26.11	26.54	27.00	27.43
Laboratory Technician II	U-110	22.52	23.14	23.75	24.36	24.99	25.40	25.83	26.27	26.69	27.14	27.57
Utilities Specialist I	U-111	22.86	23.45	24.03	24.62	25.20	25.61	26.02	26.44	26.85	27.26	27.67
Utilities Specialist II	U-113	23.71	24.29	24.88	25.46	26.05	26.46	26.87	27.28	27.69	28.10	28.51
Utilities Specialist III	U-115	24.83	25.42	26.00	26.59	27.17	27.58	27.99	28.41	28.82	29.23	29.64
Specialized Crew Leader	U-119	26.52	27.11	27.69	28.28	28.86	29.27	29.68	30.09	30.51	30.92	31.33

Utilities - Laboratory & Environmental Services												
2026	<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Laboratory Technician I	U-109	23.06	23.69	24.33	24.96	25.59	26.04	26.48	26.92	27.36	27.84	28.29
Laboratory Technician II	U-110	23.22	23.86	24.49	25.12	25.76	26.18	26.63	27.08	27.52	27.98	28.43
Utilities Specialist I	U-111	23.57	24.17	24.78	25.38	25.98	26.41	26.83	27.26	27.68	28.10	28.53
Utilities Specialist II	U-113	24.44	25.05	25.65	26.25	26.85	27.28	27.70	28.13	28.55	28.97	29.40
Utilities Specialist III	U-115	25.60	26.21	26.81	27.41	28.01	28.44	28.86	29.29	29.71	30.13	30.56
Specialized Crew Leader	U-119	27.34	27.95	28.55	29.15	29.76	30.18	30.60	31.03	31.45	31.88	32.30

*denotes grade change

Utilities – Plants

Utilities - Plants												
2023	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Motor Equipment Operator Apprentice	U-104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
Wastewater Plant Operator	U-106	20.24	20.80	21.38	21.94	22.50	22.91	23.30	23.69	24.09	24.49	24.89
Water Plant Operator	U-106	20.24	20.80	21.38	21.94	22.50	22.91	23.30	23.69	24.09	24.49	24.89
Master Motor Equipment Operator	U-108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
Utilities Specialist I	U-111*	21.12	21.66	22.20	22.74	23.28	23.66	24.04	24.42	24.80	25.18	25.56
Plant Maintenance Mechanic Apprentice	U-113*	21.90	22.44	22.98	23.52	24.06	24.44	24.82	25.20	25.58	25.96	26.34
Utilities Specialist II	U-113*	21.90	22.44	22.98	23.52	24.06	24.44	24.82	25.20	25.58	25.96	26.34
Utilities Specialist III	U-115*	22.94	23.48	24.02	24.56	25.10	25.48	25.86	26.24	26.62	27.00	27.38
Plant Maintenance Mechanic	U-118*	23.98	24.52	25.06	25.60	26.14	26.52	26.90	27.28	27.66	28.04	28.42

Utilities - Plants												
2024	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Motor Equipment Operator Apprentice	U-104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
Wastewater Plant Operator	U-106	21.25	21.84	22.45	23.04	23.63	24.05	24.46	24.87	25.30	25.72	26.14
Water Plant Operator	U-106	21.25	21.84	22.45	23.04	23.63	24.05	24.46	24.87	25.30	25.72	26.14
Master Motor Equipment Operator	U-108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
Utilities Specialist I	U-111	22.18	22.74	23.31	23.88	24.44	24.84	25.24	25.64	26.04	26.44	26.84
Plant Maintenance Mechanic Apprentice	U-113	23.00	23.56	24.13	24.70	25.26	25.66	26.06	26.46	26.86	27.26	27.66
Utilities Specialist II	U-113	23.00	23.56	24.13	24.70	25.26	25.66	26.06	26.46	26.86	27.26	27.66
Utilities Specialist III	U-115	24.09	24.65	25.22	25.79	26.36	26.75	27.15	27.55	27.95	28.35	28.75
Plant Maintenance Mechanic	U-118	25.18	25.75	26.31	26.88	27.45	27.85	28.25	28.64	29.04	29.44	29.84

Utilities - Plants												
2025	<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Motor Equipment Operator Apprentice	U-104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
Wastewater Plant Operator	U-106	21.91	22.52	23.14	23.75	24.36	24.80	25.22	25.65	26.08	26.52	26.95
Water Plant Operator	U-106	21.91	22.52	23.14	23.75	24.36	24.80	25.22	25.65	26.08	26.52	26.95
Master Motor Equipment Operator	U-108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
Utilities Specialist I	U-111	22.86	23.45	24.03	24.62	25.20	25.61	26.02	26.44	26.85	27.26	27.67
Plant Maintenance Mechanic Apprentice	U-113	23.71	24.29	24.88	25.46	26.05	26.46	26.87	27.28	27.69	28.10	28.51
Utilities Specialist II	U-113	23.71	24.29	24.88	25.46	26.05	26.46	26.87	27.28	27.69	28.10	28.51
Utilities Specialist III	U-115	24.83	25.42	26.00	26.59	27.17	27.58	27.99	28.41	28.82	29.23	29.64
Plant Maintenance Mechanic	U-118	25.96	26.54	27.13	27.71	28.30	28.71	29.12	29.53	29.94	30.35	30.77

Utilities - Plants												
2026	<u>GRADE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Motor Equipment Operator Apprentice	U-104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49
Wastewater Plant Operator	U-106	22.59	23.22	23.86	24.49	25.12	25.57	26.00	26.44	26.89	27.34	27.78
Water Plant Operator	U-106	22.59	23.22	23.86	24.49	25.12	25.57	26.00	26.44	26.89	27.34	27.78
Master Motor Equipment Operator	U-108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09
Utilities Specialist I	U-111	23.57	24.17	24.78	25.38	25.98	26.41	26.83	27.26	27.68	28.10	28.53
Plant Maintenance Mechanic Apprentice	U-113	24.44	25.05	25.65	26.25	26.85	27.28	27.70	28.13	28.55	28.97	29.40
Utilities Specialist II	U-113	24.44	25.05	25.65	26.25	26.85	27.28	27.70	28.13	28.55	28.97	29.40
Utilities Specialist III	U-115	25.60	26.21	26.81	27.41	28.01	28.44	28.86	29.29	29.71	30.13	30.56
Plant Maintenance Mechanic	U-118	26.76	27.37	27.97	28.57	29.18	29.60	30.02	30.45	30.87	31.30	31.72

*denotes grade change

Utilities – Transmission & Distribution and Purchasing

Utilities - T&D and Purchasing													
2023		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Meter Service Laborer	U-103	19.82	20.38	20.95	21.52	22.08	22.48	22.87	23.26	23.67	24.08	24.48
	Laborer	U-104	19.96	20.53	21.09	21.65	22.23	22.62	23.01	23.41	23.80	24.23	24.63
	Meter Serviceperson	U-105	20.10	20.66	21.23	21.80	22.37	22.76	23.16	23.55	23.95	24.35	24.74
	Meter Technician II	U-107	20.38	20.95	21.52	22.08	22.65	23.03	23.44	23.84	24.23	24.66	25.06
	Working Foreperson	U-108	20.53	21.09	21.65	22.23	22.79	23.18	23.59	23.98	24.38	24.77	25.17
	Utilities Specialist I	U-111*	21.12	21.66	22.20	22.74	23.28	23.66	24.04	24.42	24.80	25.18	25.56
	Lift Station Mechanic Apprentice	U-113*	21.90	22.44	22.98	23.52	24.06	24.44	24.82	25.20	25.58	25.96	26.34
	Utilities Specialist II	U-113*	21.90	22.44	22.98	23.52	24.06	24.44	24.82	25.20	25.58	25.96	26.34
	Utilities Specialist III	U-115*	22.94	23.48	24.02	24.56	25.10	25.48	25.86	26.24	26.62	27.00	27.38
	Heavy Equipment Operator I	U-116*	23.07	23.61	24.15	24.69	25.23	25.61	25.99	26.37	26.75	27.13	27.51
	Heavy Equipment Operator II	U-118*	23.98	24.52	25.06	25.60	26.14	26.52	26.90	27.28	27.66	28.04	28.42
	Lift Station Mechanic	U-118*	23.98	24.52	25.06	25.60	26.14	26.52	26.90	27.28	27.66	28.04	28.42
	Specialized Crew Leader	U-119*	24.50	25.04	25.58	26.12	26.66	27.04	27.42	27.80	28.18	28.56	28.94

Utilities - T&D and Purchasing													
2024		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Meter Service Laborer	U-103	20.81	21.39	22.00	22.59	23.18	23.61	24.02	24.43	24.85	25.28	25.70
	Laborer	U-104	20.96	21.55	22.14	22.74	23.34	23.75	24.16	24.58	24.99	25.44	25.86
	Meter Serviceperson	U-105	21.10	21.70	22.29	22.89	23.48	23.90	24.32	24.73	25.15	25.56	25.98
	Meter Technician II	U-107	21.39	22.00	22.59	23.18	23.79	24.19	24.61	25.03	25.44	25.89	26.31
	Working Foreperson	U-108	21.55	22.14	22.74	23.34	23.93	24.34	24.77	25.18	25.60	26.01	26.43
	Utilities Specialist I	U-111	22.18	22.74	23.31	23.88	24.44	24.84	25.24	25.64	26.04	26.44	26.84
	Lift Station Mechanic Apprentice	U-113	23.00	23.56	24.13	24.70	25.26	25.66	26.06	26.46	26.86	27.26	27.66
	Utilities Specialist II	U-113	23.00	23.56	24.13	24.70	25.26	25.66	26.06	26.46	26.86	27.26	27.66
	Utilities Specialist III	U-115	24.09	24.65	25.22	25.79	26.36	26.75	27.15	27.55	27.95	28.35	28.75
	Heavy Equipment Operator I	U-116	24.22	24.79	25.36	25.92	26.49	26.89	27.29	27.69	28.09	28.49	28.89
	Heavy Equipment Operator II	U-118	25.18	25.75	26.31	26.88	27.45	27.85	28.25	28.64	29.04	29.44	29.84
	Lift Station Mechanic	U-118	25.18	25.75	26.31	26.88	27.45	27.85	28.25	28.64	29.04	29.44	29.84
	Specialized Crew Leader	U-119	25.73	26.29	26.86	27.43	27.99	28.39	28.79	29.19	29.59	29.99	30.39

Utilities - T&D and Purchasing													
2025		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Meter Service Laborer	U-103	21.46	22.06	22.68	23.29	23.90	24.34	24.76	25.18	25.62	26.07	26.50
	Laborer	U-104	21.61	22.22	22.83	23.44	24.06	24.49	24.91	25.35	25.77	26.23	26.66
	Meter Serviceperson	U-105	21.76	22.37	22.98	23.60	24.21	24.64	25.07	25.50	25.93	26.36	26.79
	Meter Technician II	U-107	22.06	22.68	23.29	23.90	24.52	24.94	25.37	25.81	26.23	26.69	27.12
	Working Foreperson	U-108	22.22	22.83	23.44	24.06	24.67	25.10	25.53	25.96	26.39	26.82	27.25
	Utilities Specialist I	U-111	22.86	23.45	24.03	24.62	25.20	25.61	26.02	26.44	26.85	27.26	27.67
	Lift Station Mechanic Apprentice	U-113	23.71	24.29	24.88	25.46	26.05	26.46	26.87	27.28	27.69	28.10	28.51
	Utilities Specialist II	U-113	23.71	24.29	24.88	25.46	26.05	26.46	26.87	27.28	27.69	28.10	28.51
	Utilities Specialist III	U-115	24.83	25.42	26.00	26.59	27.17	27.58	27.99	28.41	28.82	29.23	29.64
	Heavy Equipment Operator I	U-116	24.97	25.56	26.14	26.73	27.31	27.72	28.14	28.55	28.96	29.37	29.78
	Heavy Equipment Operator II	U-118	25.96	26.54	27.13	27.71	28.30	28.71	29.12	29.53	29.94	30.35	30.77
	Lift Station Mechanic	U-118	25.96	26.54	27.13	27.71	28.30	28.71	29.12	29.53	29.94	30.35	30.77
	Specialized Crew Leader	U-119	26.52	27.11	27.69	28.28	28.86	29.27	29.68	30.09	30.51	30.92	31.33

Utilities - T&D and Purchasing													
2026		GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	Meter Service Laborer	U-103	22.13	22.74	23.38	24.01	24.64	25.09	25.53	25.97	26.41	26.88	27.32
	Laborer	U-104	22.28	22.91	23.54	24.17	24.81	25.25	25.68	26.13	26.57	27.04	27.49
	Meter Serviceperson	U-105	22.43	23.06	23.69	24.33	24.96	25.40	25.85	26.29	26.74	27.17	27.62
	Meter Technician II	U-107	22.74	23.38	24.01	24.64	25.28	25.71	26.16	26.61	27.04	27.52	27.96
	Working Foreperson	U-108	22.91	23.54	24.17	24.81	25.44	25.88	26.32	26.76	27.21	27.65	28.09
	Utilities Specialist I	U-111	23.57	24.17	24.78	25.38	25.98	26.41	26.83	27.26	27.68	28.10	28.53
	Lift Station Mechanic Apprentice	U-113	24.44	25.05	25.65	26.25	26.85	27.28	27.70	28.13	28.55	28.97	29.40
	Utilities Specialist II	U-113	24.44	25.05	25.65	26.25	26.85	27.28	27.70	28.13	28.55	28.97	29.40
	Utilities Specialist III	U-115	25.60	26.21	26.81	27.41	28.01	28.44	28.86	29.29	29.71	30.13	30.56
	Heavy Equipment Operator I	U-116	25.75	26.35	26.95	27.56	28.16	28.58	29.01	29.43	29.86	30.28	30.70
	Heavy Equipment Operator II	U-118	26.76	27.37	27.97	28.57	29.18	29.60	30.02	30.45	30.87	31.30	31.72
	Lift Station Mechanic	U-118	26.76	27.37	27.97	28.57	29.18	29.60	30.02	30.45	30.87	31.30	31.72
	Specialized Crew Leader	U-119	27.34	27.95	28.55	29.15	29.76	30.18	30.60	31.03	31.45	31.88	32.30

*denotes grade change

Step 1	120 Days (Probation)
Step 2	After 120 Days
Step 3	After 1 Year
Step 4	After 3 Years
Step 5	After 5 Years
Step 6	After 10 Years
Step 7	After 15 Years
Step 8	After 20 Years
Step 9	After 25 Years
Step 10	After 30 Years
Step 11	After 35 Years

EXHIBIT B

COB SALARY SCHEDULE - 40 HOUR

Hourly rate times 173.33 equals monthly rate, rounded out to nearest dollar.

Hourly rate time 80 equals bi-weekly rate, rounded out to nearest dollar.

Hourly rate times 40 equals weekly rate, rounded out to nearest dollar.

Hourly rate times 2080 equals annual rate, rounded out to nearest dollar.

APPENDIX A

For Full Time Employees (scheduled to work 40 hours or more per week)

Total amount of paid time off is the COMBINATION of Section (A) and Section (B)

SECTION (A) <u>CREDITED</u> PAID TIME OFF IN HOURS

Awarded at the beginning of the year in hours.

CHART 1	MONTH OF HIRE	HOURS CREDITED	CHART 2	CALENDAR YEAR OF EMPLOYMENT	HOURS CREDITED
FOR FULL TIME EMPLOYEES IN THEIR 1st CALENDAR YEAR OF EMPLOYMENT	January	56	FOR FULL TIME EMPLOYEES IN AT LEAST THEIR 2ND YEAR OF EMPLOYMENT	2	96
	February	51		3	96
	March	46		4	96
	April	41		5	96
	May	36		6	104
	June	31		7	112
	July	26		8	120
	August	21		9	128
	September	16		10	144
	October	16		11	160
	November	16		12 and greater	176
	December	16			

SECTION (B) <u>EARNED</u> PAID TIME OFF IN HOURS

For Full Time Employees who work 80 or more hours per bi-weekly pay period:

4 hours awarded each bi-weekly pay period.

APPENDIX B: For Full Time Employees

(scheduled to work between 35 and 39 hours per week)

Total amount of paid time off is the COMBINATION of Section (A) and Section (B)

SECTION (A) CREDITED PAID TIME OFF IN HOURS

Awarded at the beginning of the year in hours.

FIRST YEAR Mth. of Hire	HOURS WORKED PER WEEK				
	39	38	37	36	35
Jan.	55	53	52	50	49
Feb.	50	48	47	46	45
March	45	44	43	41	40
April	40	39	38	37	36
May	35	34	33	32	32
June	30	29	29	28	27
July	25	25	24	23	23
Aug.	20	20	19	19	18
Sept.	16	16	15	14	14
Oct.	16	16	15	14	14
Nov.	16	16	15	14	14
Dec.	16	16	15	14	14

YEARS	HOURS WORKED PER WEEK				
	39	38	37	36	35
2	94	91	89	86	84
3	94	91	89	86	84
4	94	91	89	86	84
5	94	91	89	86	84
6	101	99	96	94	91
7	109	106	104	101	98
8	117	114	111	108	105
9	125	122	118	115	112
10	140	137	133	130	126
11	156	152	148	144	140
12 and greater	172	167	163	158	154

SECTION (B) EARNED PAID TIME OFF IN HOURS

Awarded each biweekly pay period in hours.

	HOURS WORKED PER WEEK				
	39	38	37	36	35
EARNED PTO HOURS EACH BI-WEEKLY PAY PERIOD	4	4	4	3.5	3.5

In witness whereof the parties have hereunto set their hands on the dates set out below:

John Hamilton, Mayor
City of Bloomington

Date: _____

Bradley Rushton, President
Local 2487, A.F.S.C.M.E. Council 962, AFL-CIO

Date: _____

Lisa Martin, District Representative
Indiana Council 962, A.F.S.C.M.E., AFL-CIO

Date: _____



MEMO FROM COUNCIL OFFICE ON:

Resolution 22-21 – To Approve the Interlocal Agreement Between Monroe County, the Town of Ellettsville and the City of Bloomington for Animal Shelter Operation for the Year 2023

Synopsis

This resolution authorizes execution, by the Mayor and Director of Animal Care and Control, of the Animal Shelter Interlocal Agreement for Fiscal Year 2023 between the City of Bloomington, Monroe County and Town of Ellettsville. The agreement provides that Monroe County shall pay the City of Bloomington the sum of \$353,467 for 2023 in return for the space the City provides to the County and services it renders on the County's behalf. The agreement further provides that the Town of Ellettsville shall pay to the City of Bloomington the sum of \$26,036 for 2023 in return for the space the City provides the Town of Ellettsville and services it renders on the Town of Ellettsville's behalf.

Relevant Materials

- Resolution 22-21
- Animal Shelter Interlocal Agreement for Fiscal Year 2023
- Memo from Michael Rouker, City Attorney
- Animal Shelter Interlocal Agreement Amounts and Correlating Data from 2015 to 2023

Summary

Resolution 22-21 authorizes the signing of an Animal Shelter Interlocal agreement between Monroe County, the Town of Ellettsville, and the City regarding the funding for animal shelter operations in fiscal year 2023. Indiana Code 36-1-7-2 allows governmental entities to jointly exercise powers or for one entity to exercise a power on behalf of others by entering into a written agreement. This resolution would authorize such an agreement.

The agreement provides that the City will continue providing animal shelter services to both the County and Ellettsville. It further provides that the County will reimburse the City \$353,467 and Ellettsville will reimburse the City \$26,036 for past animal shelter operation expenditures (totaling \$379,503). The amount of payment is based upon a long-standing formula that takes into account the cost of shelter operations, offset by revenues, and the percentage of shelter operations attributable to animals coming from these jurisdictions during the previous full calendar year. Included in the materials is a sheet that shows the amount of payments since 2015.

Contact

Virgil Sauder, Animal Shelter Director, sauderv@bloomington.in.gov, 812-349-3492

Michael Rouker, City Attorney, roukerm@bloomington.in.gov, 812-349-3426

RESOLUTION 22-21

**TO APPROVE THE INTERLOCAL AGREEMENT
BETWEEN MONROE COUNTY, THE TOWN OF ELLETTSVILLE
AND THE CITY OF BLOOMINGTON FOR
ANIMAL SHELTER OPERATION FOR THE YEAR 2023**

WHEREAS, the Common Council of the City of Bloomington desires to contract with Monroe County and the Town of Ellettsville, through the authority of I.C. § 36-1-7-2, to provide services and facilities to Monroe County and the Town of Ellettsville for animal care and control in consideration of payment therefore; and,

WHEREAS, an agreement has been reached between the City of Bloomington, Monroe County and the Town of Ellettsville to provide said services and facilities for 2023;

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

Section 1. The Common Council hereby approves the Animal Shelter Interlocal Agreement attached hereto and incorporated herein for Fiscal Year 2023 and authorizes the Mayor and the Director of the Animal Shelter to execute the Agreement as attested to by the Clerk of the City of Bloomington.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution authorizes execution, by the Mayor and Director of Animal Care and Control, of the Animal Shelter Interlocal Agreement for Fiscal Year 2023 between the City of Bloomington, Monroe County and Town of Ellettsville. The agreement provides that Monroe County shall pay the City of Bloomington the sum of \$353,467 for 2023 in return for the space the City provides to the County and services it renders on the County’s behalf. The agreement further provides that the Town of Ellettsville shall pay to the City of Bloomington the sum of \$26,036 for 2023 in return for the space the City provides the Town of Ellettsville and services it renders on the Town of Ellettsville’s behalf.

ANIMAL SHELTER INTERLOCAL FOR FISCAL YEAR 2023

WHEREAS, the City of Bloomington Animal Care & Control Department operates the Animal Shelter for the care and control of animals; and,

WHEREAS, the City of Bloomington Animal Care & Control Department enforces licensing, animal care and animal control ordinances within the corporate boundaries of the municipality, including impoundment, adoptions and euthanization of animals of the Animal Shelter; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the County, but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the County Animal Management Officers exercise similar functions within the town limits of the Town of Ellettsville, but utilize the Shelter premises and staff for impoundment, adoptions and euthanization of animals; and,

WHEREAS, the Town of Ellettsville finds it in the best interest of its citizens to contract with Monroe County for the animal management services and the City of Bloomington, Indiana for Animal Shelter use; and,

WHEREAS, Monroe County finds it in the best interest of its citizens to contract with the City of Bloomington, Indiana for Animal Shelter use and to provide the Town of Ellettsville animal management services; and,

WHEREAS, the City of Bloomington, the Town of Ellettsville, and Monroe County are empowered pursuant to Indiana Code § 36-1-7 to contract together on the basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local government;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties agree as follows:

1. The duration of the Agreement shall be for one (1) year, commencing January 1, 2023, and ending on December 31, 2023.
2. The City of Bloomington (“City”) agrees to provide the Town of Ellettsville (“Town”) and Monroe County (“County”) the following:
 - a. The impoundment, general animal care, adoption and euthanization of animals for the Town and County.
 - b. Use of supplies and equipment in the City Animal Shelter by the County personnel;
 - c. Assistance to the Town and County in answering phone calls, dispatching service calls and explaining the County animal management laws to callers; and

- d. Acceptance and recording payments for County license fees, and remitting these funds to the County monthly.
- 3. The County shall administer and enforce County Animal Management Laws, including relevant kennel regulations, within the corporate limits of the Town of Ellettsville.
- 4. The County agrees to pay the City, the sum of \$353,467 in reimbursement of 2021 Animal Shelter Operations expenditures.
- 5. The Town agrees to pay the City, the sum of \$26,036 in reimbursement of 2021 Animal Shelter Operations expenditures.
- 6. The level of cooperation recited in this Agreement is intended to exist for the purpose of efficient and effective delivery of governmental services to the citizens of the City, Town, and County; however, the parties recognize that modifications may be required, either to the Agreement itself, or to the practices and procedures that bring the recitals contained within this document to fruition.
- 7. The City, the Town, and the County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the respective political subdivisions.
- 8. Payments shall be made semi-annually to the Controller of the City of Bloomington, upon the timely submission by the City of a claim. Such claims should be submitted to the Monroe County Board of Commissioners, Room 322, Courthouse, Bloomington, Indiana 47404 and the Town Council of Ellettsville, P. O. Box 8, Ellettsville, Indiana, 47429.

THE PARTIES, intending to be bound, have executed this ANIMAL SHELTER INTERLOCAL AGREEMENT FOR FISCAL YEAR 2023 on this 28th day of September, 2022.

TOWN OF ELLETTSVILLE, INDIANA

William Ellis

William Ellis, President
Ellettsville Town Council

DATE: 9/29/2022

ATTEST:

Sandra Hash

SANDRA HASH, Clerk/Treasurer

DATE: 9/28/2022

CITY OF BLOOMINGTON

MONROE COUNTY COMMISSIONERS

JOHN HAMILTON, MAYOR

DATE: _____



JULIE THOMAS, PRESIDENT

DATE: 9/29/2022



LEE JONES, COMMISSIONER

DATE: 9/29/2022



PENNY GITHENS, VICE PRESIDENT

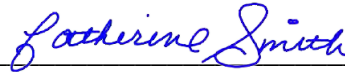
DATE: 9/28/2022

ATTEST:

NICOLE BOLDEN, CLERK

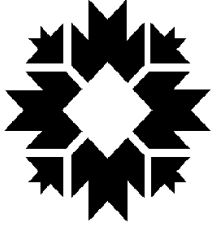
DATE: _____

ATTEST:



CATHERINE SMITH, COUNTY AUDITOR

DATE: September 28, 2022



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Common Council
FROM: Michael Rouker, City Attorney
DATE: December 21, 2022
RE: 2023 Animal Interlocal Agreement

The City of Bloomington, Monroe County, and the Town of Ellettsville have agreed to renew the annual Animal Shelter Interlocal Agreement. This Agreement provides that the City of Bloomington will house, care for and euthanize animals from Monroe County and the Town of Ellettsville at the City's shelter, and provide related services such as adoptions, responding to inquiries from the public, and receiving and recording license fees. In exchange, Monroe County and the Town of Ellettsville agree to pay the City a percentage of the Animal Shelter Operations Program 2021 Expenditures for those services.

The amount to be paid to the City under the 2023 Animal Interlocal was calculated using the total for 2021 animal shelter expenditures, which was reduced by 2021 Actual Adoption Revenue. That sum was then multiplied by the number of animals taken in by the shelter from both Monroe County and the Town of Ellettsville. For 2023, Monroe County and the Town of Ellettsville will pay the City \$379,503. The legislation will have a minor fiscal impact on the City, in that it entails the receipt of \$379,503 from the County and Town.

City of Bloomington/ Monroe County Interlocal Agreement Amounts and Correlating Data from 2015 to 2023

The chart below gives a brief look at the interlocal agreement amounts over the last 9 years for easy reference. The agreement amount is tied to the intake of the previous year. Though overall expenses continue to rise slightly, the years with larger amounts correlate in the amount of the agreement equate to years with substantial building, grounds, or equipment repairs/replacement as well as decreased adoption revenue for those years.

Agreement Year	2015	2016	2017	2018	2019	2020	2021	2022	2023
Interlocal Amount	\$335,051	\$272,597	\$282,298	\$319,495	\$355,474	\$350,148	\$379,327	\$361,524	\$379,503

Animal Intake Year	2013	2014	2015	2016	2017	2018	2019	2020	2021
Animal Intake	3988	3794	3849	3711	3598	3629	3948	2905	3,145
County percentage of intake	46%	49%	44%	43%	49%	45%	46%	44%	43%
Sheltering Operation expenses	\$683,777	\$619,539	\$656,509	\$709,989	\$725,457	\$795,792	\$831,538	\$820,462	\$891,465
Adoption income	\$102,256	\$106,851	\$110,228	\$100,994	\$92,227	\$97,931	\$108,867	\$102,622	\$102,637

All numbers in graph have been rounded for ease of comparison.



MEMO FROM COUNCIL OFFICE ON:

Resolution 22-22 – Approval of Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana Re: Building Code Authority

Synopsis

The Interlocal Cooperation Agreement extends through January 1, 2024 the long-term arrangement between the City of Bloomington and Monroe County to combine and coordinate the provision of certain building code services. This interlocal cooperation is authorized by Indiana Code § 36-1-7-1.

Relevant Materials

- Resolution 22-22
- Exhibit A - Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County, Indiana Regarding Building Code Authority
- Memo from Michael Rouker, City Attorney

Summary

Resolution 22-22 approves an Interlocal Agreement with the County that would extend the County's authority over the administration of building codes for one year, through January 1, 2024. Since 1996, when the County adopted a comprehensive plan and was able to exercise zoning authority over the former 2-mile fringe, the City and County have had agreements over building codes and, for most of that time, the planning and zoning jurisdictions.

The principal benefit of the agreement is to provide a convenient and efficient mechanism for citizens of Monroe County and the City of Bloomington to obtain building permits. Affirming this conclusion, Mike Rouker, City Attorney, in his memo, states that "(t)he Administration continues to believe that vesting local building code administration in a single entity (the Monroe County Building Department) is the most cost effective and convenient way to provide necessary building code services to the citizens of the City."

Interlocal agreements are authorized and governed by I.C. 36-1-7-1 (and following statutes) and must include the:

- duration;
- purpose;
- manner of financing, budgeting, staffing and supplying the joint undertaking;
- method(s) for partially or completely terminating the agreement and for disposing of property in the event of a partial or complete termination;
- administration either through a separate entity or a joint board (which is the approach taken here) with powers as delegated by the agreement; and



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

- manner of acquiring, holding, and disposing of property used in the joint undertaking (when a joint board is created).
- In addition, these agreements may include any other appropriate matters.

The proposed agreement keeps the same provisions as the existing agreement except for the extension of the term by one year from the end of the day on January 1, 2023 through January 1, 2024.

Contact

Mike Rouker, City Attorney, roukerm@bloomington.in.gov, (812) 349-3426

RESOLUTION 22-22
APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA –
Re: Building Code Authority

WHEREAS, Indiana Code allows governmental entities to jointly exercise powers through interlocal cooperation agreements; and

WHEREAS, the City of Bloomington and Monroe County have exercised such powers since 1996 in order to coordinate and combine certain building code services, as explained and set forth in the attached Interlocal Cooperation Agreement which is incorporated herein as Exhibit A (“Agreement”); and

WHEREAS, it is in the best interests of the citizens of Bloomington that such cooperation continue to through January 1, 2024;

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

SECTION 1. It is in the best interests of the citizens of Bloomington, Indiana, to coordinate and combine certain building code services through interlocal cooperation with Monroe County Government as has been done since 1996; therefore, the City of Bloomington intends to continue such cooperation from the end of the day on January 1, 2023 through January 1, 2024, under the terms of the attached Interlocal Cooperation Agreement (Exhibit A).

SECTION 2. The Common Council of the City of Bloomington, as the fiscal and legislative body of the City of Bloomington, in Monroe County, Indiana, hereby approves the Interlocal Cooperation Agreement, pursuant to Indiana Code § 36-1-7-1, et seq.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

The Interlocal Cooperation Agreement extends through January 1, 2024 the long-term arrangement between the City of Bloomington and Monroe County to combine and coordinate the provision of certain building code services. This interlocal cooperation is authorized by Indiana Code § 36-1-7-1.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA
REGARDING BUILDING CODE AUTHORITY

WHEREAS, Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through interlocal cooperation agreements; and

WHEREAS, in 1996, the City of Bloomington, Indiana ("City"), acting by and through its Mayor and its Common Council, and the County of Monroe, Indiana ("County"), acting by and through its Board of Commissioners and its County Council, determined that the interests of the citizens of Monroe County, Indiana, would be better served by coordinating and combining certain City and County building code services through an interlocal cooperation agreement; and

WHEREAS, in 1996, the City and the County entered into a five-year interlocal cooperation agreement, effective beginning April 1, 1997, that conferred County-wide Building Code administration authority on the Monroe County Building Department; and

WHEREAS, the term of the original interlocal agreement has been extended, through subsequent agreements, to January 1, 2023;

WHEREAS, the City and the County have determined that it is more cost effective and convenient for the citizens of Monroe County, Indiana, to continue to have the authority, power and responsibility for local building code administration, including permit application processing, project inspection, and permit issuance vested in a single entity, the Monroe County Building Department; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") reflects the commitments and understandings agreed to by the City and the County in order to efficiently and effectively provide the transfer of powers between the City and the County;

NOW, THEREFORE, the City and the County hereby agree as follows:

Part 1. Definitions.

"Building Permit" shall include without limitation any permit for construction, remodeling, demolition, moving, plumbing, electrical, or any other permit that affects construction, demolition, use and/or occupancy of land, buildings or structures, provided that such permit is within the scope of "Building Code Jurisdiction" as defined herein.

"Building Code Jurisdiction" refers to applicability, administration and enforcement of City and County ordinances adopting state building, plumbing, electrical, mechanical, energy conservation, swimming pool, and fire safety codes; specifically, this term refers to Monroe County Code

Chapter 430 and to those portions of Bloomington Municipal Code Title 17 that concern such State codes.

"City Zoning Jurisdiction Area" refers to those portions of the County over which the City, by law or by interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

"County Zoning Jurisdiction Area" refers to those portions of the County over which the County, by law or by interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

Part 2. Building Code Jurisdiction.

The Monroe County Building Department shall enforce all State building, plumbing, electrical, mechanical, energy conservation, and fire building safety codes, as adopted by City and County ordinances, within the corporate limits of the City, and within all other unincorporated areas of Monroe County, Indiana. The City will administer planning, zoning, and subdivision compliance functions within the City Zoning Jurisdiction Area, including, without limitation, the assignment of street addresses.

- A. The Monroe County Building Department shall accept building permit applications and will provide review, issue permits, receive fees, and provide inspections and enforcement, as required, for all buildings within the County in accordance with County Building Codes.
- B. City zoning compliance review and the issuance of a Certificate of Zoning Compliance ("CZC") by the City are conditions precedent to the issuance of a building permit for any project located within the City Zoning Jurisdiction Area. For projects located within the City Zoning Jurisdiction Area, the County will collect the City Zoning Compliance Review Fee, in the amount established by the City, in addition to the County Building Permit Fee.
- C. The County will not issue a building permit for a project located within the City Zoning Jurisdiction Area unless and until a Certificate of Zoning Compliance has been issued for the project by the City. The County will transcribe the CZC conditions required by the City onto the building permit; and the County will require compliance with the conditions as part of any temporary or permanent Certificate of Occupancy issued for the project by the County.
- D. The City Planning and Transportation Department will send a staff person to the Monroe County Building Department once a work day to pick up and return all permit application materials until such time as the Monroe County Building Department is able to electronically transmit such application materials directly to the City Planning and Transportation Department. Both parties agree to make their best efforts to expedite the processing of permits under this agreement, and specifically, County agrees to insure that permit applications are ready to be picked up by the City Planning and Transportation Department as soon as reasonably possible after receipt by the County, and City agrees to

review and act upon all permit applications as soon as reasonably possible after receipt from the County.

- E. The City will inspect and enforce zoning and subdivision compliance and administer bonds within the City Zoning Jurisdiction Area. The Monroe County Building Department will e-mail the City Planning and Transportation Department a Notice of Certificate of Occupancy Inspection to allow the City and the County inspections to take place simultaneously where reasonably possible. The County and the City will cooperate in providing information requested by the other party in a timely fashion.
- F. The County will not issue any construction, remodel, demolition, moving, or any other type of permit that might change the disposition of a structure to a residential rental within the corporate limits of the City until the City Code Enforcement Division ("HAND") has completed plan review and released the application. The County will schedule all final inspections of those permits with HAND where reasonably possible. The County will not issue a Certificate of Occupancy to a residential rental property within the corporate limits of the City unless and until compliance with the City of Bloomington Property Maintenance Code has been determined by HAND.
- G. For projects located within the corporate limits of the City, the County agrees to recognize and enforce Section 17.08.050(c) of the Bloomington Municipal Code which provides for the waiver of fees under specified conditions for eligible affordable housing projects up to the amount of \$2,500.00 per year.
- H. In recognition of the City's investment in the GIS mapping system, the County agrees to collect and verify GIS data for the City in a manner consistent with both the informational needs of the City and the information gathering and processing capabilities of the County. The County shall provide such data as is customarily obtained through building permit administration and planning subdivision approvals. The County will cooperate in enhancing its computer capability and compatibility for information exchange with the City.
- I. The County will notify the appropriate Fire Department for fire code inspections and shall transcribe all notations requested by the Fire Department, with jurisdiction over the project area, on to temporary and permanent Certificates of Occupancy. The County will notify the City Fire Department to coordinate review, response, and comment to the State Fire and Building Safety Commission regarding all applications for variance within the corporate boundaries of the City.
- J. The County shall inspect for compliance with all City of Bloomington Utilities regulations and any City ordinances governing construction/connection of utilities related to permit activity between the building and the connection to City's meter or main.
- K. The County shall issue stop work orders on Building Permits issued by the County where violations of applicable City zoning/subdivision or historic preservation regulations, including erosion control, would result from continued construction activity, or where work is stayed due to an appeal to the Board of Zoning Appeals as provided in Indiana Code §

36-7-4-1001. The County shall issue such stop work order upon written request of the City Planning Director, the Manager of Engineering Services, or the Director of Housing and Neighborhood Development. Enforcement action shall be taken by the governmental entity whose ordinances or conditions of approval have been violated.

Part 3. Recitals of Commitment, Purpose, Duration, and Renewal of Agreement.

- A. The level of cooperation recited in this Agreement is intended to exist in perpetuity for the efficient and effective delivery of governmental services to the citizens of Monroe County. However, the parties recognize that modifications may be required, both to the Agreement itself, and to the practices and procedures that bring the recitals contained within this document to fruition.
- B. The County will collect the City Zoning Compliance Review Fee specified by the City, pursuant to Part 2, Paragraph B of this Agreement, and will transmit the collected fees to the City on a quarterly basis. Payments to the City will be made as promptly as possible after April 1, July 1, October 1, and January 1 of each year of this Agreement, allowing for the County's claim processing procedures. No other payments will be due to the City, from the County, under this Agreement.
- C. The term of this Agreement shall be from January 2, 2023, through January 1, 2024. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years.
- D. The City and County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of Monroe County, Indiana.

Part 4. Interpretation and Severability.

- A. Because the jurisdictional approach set forth in this Agreement departs from current practice, the parties acknowledge and agree that this Agreement shall be liberally construed so that the parties can cooperatively address unforeseen problems through the implementation of policies, with minimal need for Agreement amendment.
- B. If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

Part 5. Approval, Consent and/or Cooperation.

Whenever this Agreement requires the approval, consent and/or cooperation of a party (or parties), said approval, consent and/or cooperation shall not be unreasonably withheld.

Part 6. Appropriation of Funds.

The parties acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by their respective councils. The parties agree to make a good faith effort to obtain all necessary appropriations from their councils and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

SO AGREED this _____ day of _____, 20____.

MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

JULIE THOMAS, President
Monroe County Board of Commissioners

JOHN HAMILTON, Mayor

KATE WILTZ, President
Monroe County Council

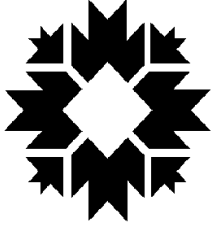
SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

ATTEST:

CATHERINE SMITH, Auditor

NICOLE BOLDEN City Clerk



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Common Council
FROM: Michael Rouker, City Attorney
RE: 2023-2024 Building Code Authority Interlocal Agreement
DATE: December 21, 2022

MEMORANDUM

State law allows governmental entities to jointly exercise powers through interlocal cooperation agreements. The City and Monroe County have many such interlocal agreements, including one regarding the administration of the local building codes.

In 1996, the City and Monroe County entered into a five-year interlocal agreement that resulted in the County administering the local building codes for the City and County. This meant that the County handled permit application processing, project inspection, and permit issuance for all properties within the City and within the unincorporated areas of Monroe County.

The Building Interlocal has been extended several times since its initial five-year term. The Administration continues to believe that vesting local building code administration in a single entity (the Monroe County Building Department) is the most cost effective and convenient way to provide necessary building code services to the citizens of the City.

The Building Interlocal that is presented to you is in the same form as last year's iteration of the Building Interlocal. It will expire at the end of the day on January 1, 2023 and will be extended for another year through January 1, 2024. The Interlocal does not require any City expenditures and is not expected to have a major fiscal impact on the City.



MEMO FROM COUNCIL OFFICE ON:

Resolution 22-23 – To Approve an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in Regards to the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG)

Synopsis

This resolution approves the Interlocal Cooperation Agreement between the City and the County for 2022 JAG funds. JAG funds are divided between the City and the County based on violent crime statistics reported to the FBI through the Uniform Crime Report. A three year review of violent crime statistics shows that the City is entitled to 91% of the grant funds, and the County is entitled to the remaining 9%. The overall JAG award for 2022 is \$49,363. The City will receive \$44,920, and the County will receive \$4,443. The City will use its award toward the purchase of ballistic helmets and face shields. The County will use its award toward the purchase of tire deflation devices.

Relevant Materials

- Resolution 22-23
- Interlocal Cooperation Agreement re: JAG
- Staff Memo from Mike Rouker, City Attorney
- JAG Program Fact Sheet

Summary

Resolution 22-23 approves of an Interlocal Cooperation Agreement between the City and County specifying the division of 2022 Justice Assistance Grant (JAG) funds. The JAG program is a federal grant program intended to allow local communities to target with greater specificity their crime-fighting needs. JAG funds are to be used for the following:

- (1) Law enforcement programs;
- (2) Prosecution and court programs;
- (3) Prevention and education programs;
- (4) Corrections and community corrections programs;
- (5) Drug treatment and enforcement programs;
- (6) Planning, evaluation, and technology improvement programs;
- (7) Crime victim and witness programs (other than compensation); and
- (8) Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

34 U.S.C.A. § 10152

More information about the program is available in the JAG Program Fact Sheet, included in this packet, or online at <https://bja.ojp.gov/program/jag/overview>.



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Since at least 2009, the City and County have cooperatively pursued JAG funds. Locally, these grants have helped acquire items such as: vehicle-mounted video recording equipment for marked police vehicles, automated external defibrillators, body cameras, an NC4 *Street Smart* computer program, eDesk kiosks, a telephone system, digital interviewing equipment, in-car cameras, security cameras in the downtown area, vehicle locator equipment and software, tire deflation devices for vehicle pursuits, and special vehicles.

Agreement

As a precondition to an award, the City and the County must enter into an Agreement (a copy of the Agreement is included in the packet). The Agreement:

- Reflects “the commitments and understandings...[of] the governmental entities in order to efficiently and effectively utilize proceeds” from the 2022 Edward Byrne Memorial Justice Assistance Grant;
- Makes each party solely responsible for their own actions in furnishing services under the Agreement;
- Requires the parties to communicate and cooperate with each other and to make good-faith efforts to obtain all necessary funds and otherwise comply with the Agreement;
- Conditions performance of the duties under the Agreement on the receipt of sufficient JAG funds; and
- Divides funds between the two governmental entities based on a review of violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports.

Use of Funds

For the calendar year 2022, JAG funds dedicated to the BPD and the Sheriff amount to \$49,363.00, collectively (compared to \$46,347.00 in 2021). A three year review of the violent crime statistics for both governmental agencies indicates that the BPD is to receive 91% (\$44,920.00) of the total JAG funds, and that the Sheriff is to receive the remaining 9% (\$4,443.00) of the total JAG funds. The BPD will use these funds towards the purchase of ballistic helmets and face shields. The Sheriffs will use its portion towards the purchase of tire deflation devices.

Contact

Mike Rouker, City Attorney, roukerm@bloomington.in.gov, (812) 349-3426

RESOLUTION 22-23

**TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARDS TO THE 2022 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG)**

WHEREAS, the City of Bloomington and Monroe County are authorized by I.C. 36-1-7-1, *et seq.*, to enter into agreements for the joint exercise of their powers for the provision of services to the public; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG);

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

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regards to the 2022 Edward Byrne Memorial Justice Assistance Grant, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. If any sections, sentences or provisions of this resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. This resolution shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2022

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves the Interlocal Cooperation Agreement between the City and the County for 2022 JAG funds. JAG funds are divided between the City and the County based on violent crime statistics reported to the FBI through the Uniform Crime Report. A three year review of violent crime statistics shows that the City is entitled to 91% of the grant funds, and the County is entitled to the remaining 9%. The overall JAG award for 2022 is \$49,363. The City will receive \$44,920, and the County will receive \$4,443. The City will use its award toward the purchase of ballistic helmets and face shields. The County will use its award toward the purchase of tire deflation devices.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND
MONROE COUNTY, INDIANA
IN REGARDS TO 2022 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG)

WHEREAS, Indiana Code § 36-1-7-1 *et seq.* permits governmental entities to jointly exercise powers through Interlocal Cooperation Agreements; and

WHEREAS, each governmental entity, in performing their governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governmental entity finds that the performance of this Interlocal Cooperation Agreement is in the best interests of both entities, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Interlocal Cooperation Agreement; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the funds from the JAG are to be divided between the two governmental entities based on violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports; and

WHEREAS, for calendar year 2022, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive ninety-one percent (91%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining nine percent (9%) of the JAG funds; and

NOW, THEREFORE, City of Bloomington and Monroe County, Indiana, hereby agree as follows:

Section 1. Payments

For calendar year 2022, the City shall receipt in all of the \$49,363.00 associated with the 2022 JAG and thereafter disburse \$4,443 (9% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$44,920.00 for use by the City of Bloomington Police Department.

Section 2. Use of Funds

The City shall use the \$44,920.00 it is allocated from the 2022 JAG funds towards the purchase of ballistic helmets and faceshields.

The County shall use the \$4,443.00 it is allocated from the 2022 JAG funds towards the purchase of tire deflation devices.

Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, "Agreement") shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Indiana Tort Claims Act.

Section 4. Responsibility

Each entity to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the publics they serve.

Section 6. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7. Intent

By entering into this Agreement, the entities do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8. Severability

If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.


Section 9. Appropriation of Funds

The entities acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by JAG. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

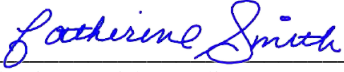
Approved this 28th day of September, 2022, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:




Julie Thomas, President
Monroe County Commissioners



Catherine Smith, Auditor



Lee Jones, Commissioner
Monroe County Commissioners



Penny Githens, Vice President
Monroe County Commissioners

Approved this _____ day of _____, 2022, by the City of Bloomington Common Council.

Susan Sandberg, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk

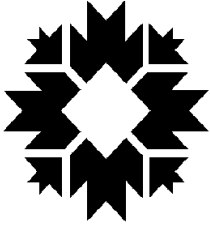
Approved this _____ day of _____, 2022, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:

JOHN HAMILTON, Mayor

NICOLE BOLDEN, Clerk



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Common Council
FROM: Michael Rouker, City Attorney
RE: 2022 Justice Assistance Grant Interlocal Agreement
DATE: December 21, 2022

MEMORANDUM

34 U.S.C. § 10152 authorizes the Edward Byrne Memorial Justice Assistance Grant Program (“Program”). This Program allocates grant funds to a variety of law enforcement agencies across the country. Communities that receive an award from the Program may generally use the funds allocated to them for things such as technical assistance, training, equipment, supplies, contractual support, and information systems.

The Bloomington Police Department and the Monroe County Sheriff (“Sheriff”) are jointly allocated one award each year. As the award is jointly given to both the Department and the Sheriff, program guidelines direct the Department and Sheriff to enter into an interlocal agreement to document the allocation of the funds. In order to calculate the division, the Department and the Sheriff conduct a three year review of violent crime statistics for both agencies and determine their percentages of the overall statistics. For 2022, the three year analysis by the agencies results in the Department receiving 91% percent of the total award and the Sheriff receiving 9% percent of the award.

For 2022, the City and County have been awarded \$49,363. This City’s share is \$44,920, and the Sheriff will receive \$4,443. The award is received by the City, and then distributed in accordance with the division outlined above. Bloomington will be using its share to procure

ballistic helmets and face shields. The Sheriff intends to use its share of the grant to procure tire deflation devices. The legislation will have a minor but positive fiscal impact on the City, as it will allow the City to access \$44,920 in grant funds that may be used by the Police Department.

BUREAU OF JUSTICE ASSISTANCE FACT SHEET

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

Program Overview

Named after [Edward “Eddie” R. Byrne](#), an officer in the New York City Police Department who was murdered while protecting a witness in a drug case, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading federal source of criminal justice funding to state and local jurisdictions. Administered by the Bureau of Justice Assistance (BJA), the JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas including:

- law enforcement;
- prosecution and court;
- prevention and education;
- corrections and community corrections, including reentry;
- drug treatment and enforcement;
- planning, evaluation, and technology improvement;
- crime victim and witness initiatives;
- mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and
- implementation of state crisis intervention court proceedings and related programs or initiatives including, but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

Also see [Purposes for Which Funds Awarded Under the JAG Program May Be Used](#) for more information.

Legislation

The JAG Program is authorized by Title I of Public Law 90–351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at [34 U.S.C. 10151-10158](#)); see also [28 U.S.C. 530C \(a\)](#).

Funding and Awards

Since fiscal year (FY) 2005, BJA has funded over 24,000 direct JAG awards, totalling over \$7.6 billion. Award information can be found at [Opportunities & Awards | OJP Award Data | Office of Justice Programs](#).

Formula

For each state and territory, the Bureau of Justice Statistics calculates a minimum base allocation which, based on the congressionally mandated JAG formula, can be enhanced by (1) the state’s share of the national population and (2) the state’s share of the country’s Part 1 violent crime statistics as reported by the Federal Bureau of Investigation’s (FBI’s) Uniform Crime Reporting (UCR) Program. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. For additional details regarding the JAG formula and award calculation process, with examples, please review the [JAG Technical Report](#).

Eligibility and Program Guidance

All 56 states and territories are eligible as well as units of local government and tribes identified annually in the JAG allocation charts.¹ BJA posts the annual JAG Program

¹ States must designate a single State Administering Agency (SAA) that has authority to apply on their behalf. Contact information for each SAA can be found at www.ojp.gov/saa.



solicitations (program guidance) and allocation charts to its [JAG web page](#), which also contains a direct link to [JAG Frequently Asked Questions](#) (JAG FAQs) that are updated regularly.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Each year, BJA includes areas of emphasis in the JAG program solicitations, encouraging state and local award recipients to join federal law enforcement agencies across the board in addressing these challenges. In FY 2022, the JAG areas of emphasis are:

- Combatting Hate Crime,
- Promoting Public Trust between Communities and Criminal Justice Agencies,
- Reducing Violent Crime,
- Community Violence Intervention (CVI),
- Addressing COVID-19 Criminal Justice Challenges and Sustaining Innovations, and
- Crime Analysis and Investigation.

Additional information on each area of emphasis can be found in the state and local JAG solicitations located on the [BJA JAG web page](#).

How/When to Apply

BJA solicits applications for state and local JAG awards every year in the spring/summer. All JAG applications must be submitted via [Grants.gov](#) and the Department of Justice's (DOJ's) [Justice Grants \(JustGrants\) System](#).

Award Length

Awards of \$25,000 or more begin October 1, the first day of the fiscal year, and are 4 years in length. Awards that are less than \$25,000 also begin October 1 and are 2 years in length. Requests for up to 2 additional years to complete performance of the award will be granted automatically for awards that are less than \$25,000. Extensions beyond a 4-year period for all JAG awards may be approved on a case-by-case basis at the discretion of BJA.

Match Requirement

A match is not required.

Reporting Requirements

For FY 2020 and future years, JAG recipients of less than \$25,000 are required to submit quarterly [performance measures](#) in the [Performance Measurement Tool](#) (PMT) as well as quarterly Federal Financial Reports (SF-425s) and annual programmatic performance reports in [JustGrants](#). All other JAG award recipients are required to submit quarterly performance measures in the PMT as well as quarterly SF-425s and semi-annual programmatic performance reports in [JustGrants](#). Detailed reporting information can be found in the [JAG FAQs](#).

Statewide Strategic Plans

States are required to submit a comprehensive strategic plan with their applications. Additionally, in any year in which the statewide strategic plan is not fully updated, states must also submit a brief annual report with their applications.

To help ensure that states consider the impact of JAG funding decisions across the entire criminal justice system, BJA strongly encourages each state to bring all criminal justice system stakeholders together in the strategic planning process. The strategic planning process should include local governments and representatives of all segments of the criminal justice system, including judges, prosecutors, law enforcement personnel, and corrections personnel, as well as providers of indigent defense services, victim services, juvenile justice delinquency prevention programs, community corrections, and reentry services. BJA offers no-cost training and technical assistance to state JAG recipients to support strategic planning efforts and the implementation of fair, just, evidence-based and effective policies and practices. To learn more visit: <https://bja.ojp.gov/program/jag/training-technical-assistance>.

Reductions/Penalties

The Sex Offender Registration and Notification Act (SORNA), which is Title I of the [Adam Walsh Child Protection and Safety Act of 2006](#), mandates a 10 percent

reduction in a JAG award to a state that has failed to substantially implement SORNA. Further, states that have substantially implemented SORNA have an ongoing obligation to maintain their implementation each year. A JAG reduction will be applied for each year a jurisdiction has failed to substantially implement SORNA. For additional information regarding SORNA implementation, including requirements and a list of states that will be affected in the current fiscal year by the 10 percent reduction to the JAG award, send inquiries to AskSMART@usdoj.gov. Additional SORNA guidance can be found within the [SORNA FAQs](#).

The Prison Rape Elimination Act (PREA) National Standards are set out at [28 C.F.R. Part 115](#) and apply to confinement facilities including adult prisons and jails, juvenile facilities, and police lockups. Under PREA, if a state's chief executive (e.g., Governor) does not certify full compliance with the PREA National Standards, the state is subject to the loss of 5 percent of certain DOJ grant funds, including JAG award funds, unless the chief executive submits an assurance to DOJ that no less than 5 percent of such funds will be used solely for the purpose of enabling the state to achieve and certify full compliance with the PREA National Standards in future years. See [34 U.S.C. § 30307\(e\)\(2\)](#). For additional information concerning PREA implementation, send inquiries to the PREA Management Office at PREACompliance@usdoj.gov and/or review the [PREA FAQs](#).

National Incident-Based Reporting System Compliance

In FY 2016, the FBI formally announced its intention to sunset the [UCR Program's](#) traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System ([NIBRS](#)). As of January 1, 2021, the FBI's NIBRS is the law enforcement crime data reporting standard for the Nation, and SRS data are no longer accepted by the UCR Program. By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. See [34 U.S.C. § 10156](#). Eventually, JAG Program awards will be calculated using NIBRS data, and NIBRS compliance will impact JAG Program eligibility.

Death in Custody Reporting Act Compliance

In FY 2019, BJA began requiring reporting from states pursuant to the Death in Custody Reporting Act (DCRA; [Public Law 113-242](#)). DCRA requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or is incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted out by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). All DCRA data are reported in the [PMT](#). Beginning with FY22 awards, states will be required to submit to BJA a plan for collecting and reporting DCRA data. Additional information on DCRA reporting can be found on the [DCRA web page](#) and in the [DCRA Reporting Guidance and FAQs](#).

About Officer Byrne

Edward R. Byrne was destined for a life in law enforcement, having a father who was an officer with the New York City Police Department. Born on February 21, 1966, Eddie – as he was known by family and friends – was an outgoing and friendly person who had a strong calling to public service and wanted to make his city, New York City, a safer place. In 1986, Eddie became a New York City Transit Police Officer, to help ensure the safety of New York City's subway commuters. In 1987, Officer Byrne joined the New York City Police Department's finest, assigned to the 103rd Precinct. Well-liked by his brothers and sisters in blue, Eddie was passionate about his job and loved the opportunities it offered him to interact with the people he had sworn to protect.



In the early morning hours of February 26, 1988, Officer Byrne was on detail protecting a witness who had agreed

to testify in court against local drug dealers. Officer Byrne was in his patrol car outside the witness's home around 3:30 a.m. when two armed gunmen crept up to his car from both sides. One of the men knocked on the passenger-side window to distract Officer Byrne just as a second perpetrator ran up to the driver's side window and, without uttering a sound, opened fire. Officer Byrne was shot five times in the head. Both gunmen, along with two other perpetrators who served as lookouts, fled the scene. Officer Byrne was rushed to Mary Immaculate Hospital where he died of his wounds. He was only 22 years old.

The four assailants were captured six days after the murder and were eventually sentenced to 25 years to life. They were members of a gang who had been instructed by a jailed drug kingpin to kill a police officer.

NYPD lost one of its finest that day, and Eddie's family lost a loved and cherished son and brother. Leaving behind his parents and three brothers, Eddie's brothers continued the family tradition of law enforcement and justice by dedicating their careers to the field.

BJA is honored to administer "Byrne" funding to communities nationwide in memory of Officer Byrne.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bjj.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter (@DOJBJA). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 305484



**MEMO FROM COUNCIL OFFICE ON:
(Updated December 16, 2022)**

Appropriation Ordinance 22-06 – An Ordinance Appropriating the Proceeds of the City of Bloomington, Indiana, General Revenue Annual Appropriation Bonds of 2022, Together With All Investment Earnings Thereon, for the Purpose of Providing Funds to be Applied to the Costs of Certain Capital Improvements for Public Safety Facilities, and Paying Miscellaneous Costs in Connection with the Foregoing and the Issuance of Said Bonds and Sale Thereof, and Approving an Agreement of the Bloomington Redevelopment Commission to Purchase Certain Property

Synopsis

This ordinance makes an additional appropriation to be provided for out of the proceeds of the City of Bloomington, Indiana General Revenue Annual Appropriation Bonds of 2022, authorized by Ordinance 22-30, together with any interest earnings thereon, which will be applied to finance costs of constructing, renovating, replacing, repairing, improving and/or equipping certain facilities for the City’s police and fire department, together with the costs of issuance thereof. It also approves of a purchase agreement between the City of Bloomington’s Redevelopment Commission, the City of Bloomington, and CFC, LLC for the purchase of a portion of the Showers Building complex for \$8.75 million.

Relevant Materials

- Appropriation Ordinance 22-06
 - Exhibit A - Purchase Agreement between Bloomington Redevelopment Commission, City of Bloomington, and CFC, LLC (with 1st and 2nd amendments)
- (new material) Staff Memo from administration
- (new material) Redevelopment Commission Resolutions 22-49 & 22-92
- Materials previously distributed for Ordinance 22-30 also applicable to App Ord 22-06
 - Ordinance 22-30 Exhibit A – Description of projects to be funded
 - Responses to Council Questions (dated 12/2/2022)
 - Presentation slides
 - Draft Feasibility Study (dated 10/26/2022)
 - Draft Showers Cost Estimate
 - Updated cost estimate + summary of options
 - Showers Facility Assessment (09/01/2022)
 - Fire Station 1 Redesign: Due Diligence Report



Summary

Appropriation Ordinance 22-06 appropriates \$29,500,000 (plus any investment earnings) to be provided out of proceeds from bonds recently approved by the Council via [Ordinance 22-30](#). That bond ordinance authorized the issuance of general revenue bonds to finance the costs associated with capital projects aimed at providing improved public safety facilities for the City's police and fire departments. Exhibit A to Ordinance 22-30 (included in this packet) described in general terms the projects for which bond revenues could be spent, including any or all of the following:

- A new downtown fire station facility - acquisition of real property, design, construction and/or equipping thereon;
- Four existing fire station facilities - design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping;
- New consolidated headquarters for the police and fire departments - acquisition of real property (including any portion of the property comprising the existing Showers Building complex not currently owned by the City) and design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property;
- Existing police headquarter facilities - design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping;
- New public safety training center - acquisition of real property and design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property;
- Existing public safety training center - design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping;
- Any (i) property acquisition, (ii) construction, demolition, renovation, improvement and/or excavation work, (iii) utility relocation, (iv) architectural, engineering and/or surveying services, (v) site development work, and (vi) equipment, which are related to the foregoing projects.

The administration has proposed Appropriation Ordinance 22-06 to authorize the expenditure of bond proceeds for the projects listed above. Indiana Code [36-4-7-8](#) provides that the legislative body may, on the recommendation of the city executive, make further or additional appropriations by ordinance, as long as the result does not increase the city's tax levy that was set as part of the annual budgeting process. The additional appropriation requested by Appropriation Ordinance 22-06 should not result in such an increase to the city's tax levy. Please note that a public notice of the proposed additional appropriation has been published pursuant to Indiana Code [6-1.1-18-5](#) and that the Council must conduct a public hearing (scheduled for December 21, 2022) on the proposal before adoption.



Approval of Purchase Agreement

In addition to appropriating the bond proceeds, the appropriation ordinance would also approve of a purchase agreement between the Redevelopment Commission (RDC), the City, and CFC, LLC for the purchase of a portion of the Showers Complex building not currently owned by the City. This request for approval is coming forward to the Council because Indiana Code [36-7-14-19](#) requires that the purchase of real estate by the RDC with a payment schedule in excess of three years or in an amount in excess of \$5 million dollars must be approved by the legislative body of the City. Here, the purchase amount is \$8.75 million, with the City expected to pay for the purchase at the time of closing with revenues derived from the bond issuance.

RDC meetings and materials on this topic can be viewed as follows:

July 18, 2022 Redevelopment Commission meeting:

video: <https://catstv.net/m.php?q=11435>; packet:

https://bloomington.in.gov/onboard/meetingFiles/download?meetingFile_id=10590

November 21, 2022 Redevelopment Commission meeting:

video: <https://catstv.net/m.php?q=11914>; packet:

https://bloomington.in.gov/onboard/meetingFiles/download?meetingFile_id=11116

Note that, in Ordinance 22-30, the Council approved of the issuance of bonds with proceeds only to be used for listed capital projects including “the acquisition of real property (including any portion of the property comprising the existing Showers Building complex not currently owned by the City) and the design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property for the purpose of providing a new consolidated headquarters for the police and fire departments to replace their current facilities.”

However, the Council’s approval of the Showers building purchase agreement is a separate requirement that must be met before the RDC and City can purchase the property. A recent example of a similar action that some members might recall is the RDC and City’s purchase of the former hospital site located near 1st Street and 2nd Street. That request came forward to the Council as [Resolution 18-06](#).

With this current request, the administration has bundled into one appropriation ordinance both the appropriation of bond proceeds from Ordinance 22-30 and the approval of a purchase agreement applicable to one of several capital projects listed in Exhibit A to Ordinance 22-30. Should any councilmember wish to consider the approval of the Showers building purchase agreement as a separate question apart from the appropriation, please contact the Council Office.

Contact

Beth Cate, Corporation Counsel, beth.cate@bloomington.in.gov, 812-349-3426

Jeff Underwood, Controller, underwoj@bloomington.in.gov, 812-349-3416

APPROPRIATION ORDINANCE 22-06

AN ORDINANCE APPROPRIATING THE PROCEEDS OF THE CITY OF BLOOMINGTON, INDIANA, GENERAL REVENUE ANNUAL APPROPRIATION BONDS OF 2022, TOGETHER WITH ALL INVESTMENT EARNINGS THEREON, FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS FOR PUBLIC SAFETY FACILITIES, AND PAYING MISCELLANEOUS COSTS IN CONNECTION WITH THE FOREGOING AND THE ISSUANCE OF SAID BONDS AND SALE THEREOF, AND APPROVING AN AGREEMENT OF THE BLOOMINGTON REDEVELOPMENT COMMISSION TO PURCHASE CERTAIN PROPERTY

WHEREAS, the Common Council of the City of Bloomington, Indiana (the “Common Council”) has adopted Ordinance 22-30 (the “Bond Ordinance”) authorizing the issuance of the City of Bloomington, Indiana General Revenue Annual Appropriation Bonds of 2022 (the “Bonds”) in an aggregate principal amount not to exceed \$29,500,000, for the purpose of providing funds to (a) pay all or a portion of the costs of the Projects (as defined in the Bond Ordinance), which consist of capital projects to provide improved public safety facilities for the City of Bloomington’s (the “City”) police and fire departments, (b) pay capitalized interest on the Bonds, if necessary, (c) fund a debt service reserve fund or pay the premium for a debt service reserve surety policy, if necessary, and (d) pay the costs incurred in connection with the issuance and sale of the Bonds and all incidental expenses therewith, including the cost of any credit enhancement with respect thereto (if necessary); and

WHEREAS, the Common Council has determined and found that it will be of public utility and benefit and in the best interests of the inhabitants and property in the City to pay the costs of the Projects; and

WHEREAS, the Common Council has found that there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the costs of the Refunding and has authorized the issuance of the Bonds to procure such funds, and that a need exists for the making of the additional appropriation hereinafter set out; and

WHEREAS, notice of a hearing on said appropriation has been duly given by publication as required by law, and the hearing on said appropriation has been held, at which all taxpayers and other interested persons had an opportunity to appear and express their views as to such appropriation; and

WHEREAS, the Common Council now finds that all conditions precedent to the adoption of an ordinance authorizing an additional appropriation of the City have been complied with in accordance with Indiana law; and

WHEREAS, as part of the Projects to be financed with the proceeds of the Bonds, the City, acting by and through the City of Bloomington Redevelopment Commission (the “Commission”), has entered into an agreement, dated July 18, 2022, between the Commission and CFC, LLC (the “Purchase Agreement”) to purchase the portion of the property comprising the existing Showers Building complex not currently owned by the City (the “Showers Building”) at a purchase price that exceeds \$5,000,000, which agreement is contingent upon Council approval by January 31, 2023 of said purchase price and appropriation of financing for the purchase;

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

SECTION 1. Additional Appropriation. There is hereby appropriated the sum of Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000), plus all investment earnings thereon, which appropriation is to be provided for out of the proceeds of the Bonds, including all investment earnings thereon, for the purpose of providing funds to pay the costs of the police and fire department Projects, including related costs and the costs of issuing the Bonds, as provided in the Bond Ordinance. Such appropriation shall be in addition to all appropriations provided for in the existing budget and shall continue in effect until the completion of the described purposes.

SECTION 2. Approval of Purchase Agreement and Property Acquisition. Pursuant to Indiana Code 36-7-14-19, as amended, the Council hereby approves the terms of the Purchase Agreement, attached hereto as Exhibit A, including the Commission's acquisition of the Showers Building at a purchase price which exceeds \$5,000,000.

SECTION 3. Other Actions. Each of the Mayor and the Controller is hereby authorized and directed, for an on behalf of the City, to execute and deliver any agreement, certificate or other instrument or take any other action which such officer determines to be necessary or desirable to carry out the intent of this Ordinance, including the filing of a report of an additional appropriation with the Indiana Department of Local Government Finance, which determination shall be conclusively evidenced by such officer's having executed such agreement, certificate or other instrument or having taken such other action, and any such agreement, certificate or other instrument heretofore executed and delivered and any such other action heretofore taken are hereby ratified and approved.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Indiana, this ____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED this ____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance makes an additional appropriation to be provided for out of the proceeds of the City of Bloomington, Indiana General Revenue Annual Appropriation Bonds of 2022, authorized by Ordinance 22-30, together with any interest earnings thereon, which will be applied to finance costs of constructing, renovating, replacing, repairing, improving and/or equipping certain facilities for the City's police and fire department, together with the costs of issuance thereof. It also approves of a purchase agreement between the City of Bloomington's Redevelopment Commission, the City of Bloomington, and CFC, LLC for the purchase of a portion of the Showers Building complex for \$8.75 million.

AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS

THIS AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS, is made by and between The City of Bloomington, Indiana, and its Redevelopment Commission (collectively, "Purchaser"), and CFC, LLC, an Indiana Limited Liability Company ("Seller").

RECITALS

- A. The Seller owns real property and improvements (hereinafter referred to as "Real Estate") as a commercial real estate operation located at 320 West 8th Street, in Monroe County, Indiana, which is more particularly described as follows:

Parcel No.	Legal Description
53-05-33-309-003.000-005	013-69780-03 SHOWERS OFFICE & RESEARCH CENTER; LOT 3

- B. Purchaser recognizes that the Real Estate includes a historic structure, and desires to maintain the character and elements of its uniqueness within the Trades District.
- C. Pursuant to Indiana Code Section 36-1-11-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In consideration of the payment of the purchase price set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. **Commission Approval.** This Agreement is contingent upon approval by the Bloomington Redevelopment Commission within thirty (30) days from the Effective Date. In the event that the Redevelopment Commission, in its sole discretion, does not approve the Purchase Agreement within thirty (30) days following acceptance of the Purchase Agreement by SELLER, the Purchase Agreement is rescinded and the sale is terminated. This approval is separate and distinct from the other Conditions in the Purchase Agreement, Due Diligence, Financing and Statutorily Required Process.

2. **Purchase and Sale.** Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser the real property located in Monroe County, Indiana legally described as 013-69780-03 SHOWERS OFFICE & RESEARCH CENTER; LOT 3 as shown by the plat thereof recorded in the office of the Recorder of Monroe County, Indiana, and commonly known as 320 W. 8th Street, Bloomington, Monroe County, Indiana, Parcel No. 53-05-33-309-003.000-005 (the "Property"), together with all rights, easements and interests appurtenant thereto, including, but not limited to, any rights, title and interests in and to any streets or other public ways within and adjacent to the Property, along with an assignment of Leases, deposits and rents and vendor and service contracts and personalty associated with the

operation of the Real Estate which personalty shall be itemized and provided to Purchaser within ten (10) days of the Effective Date.

3. **Purchase Price and Manner of Payment.** The purchase price for the Property (the "Purchase Price") shall be Nine Million Two Hundred Fifty Thousand Dollars (\$9,250,000.00). The Purchase Price shall be paid by Purchaser to Seller at the Closing by certified check or cashier's check, or by wire transfer.

4. **Closing.** The purchase and sale of the Property shall be closed within fourteen (14) days after the Purchaser has completed its due diligence, the conditions precedent to closing have been satisfied subject to the terms and conditions set forth in this Agreement, and any necessary bond or financing is approved and closed; all as further set forth in this Agreement. The parties shall agree to a date, time, and location for the closing. The date and event of the consummation of the purchase and sale of the Property as contemplated hereby is referred to herein, respectively, as the "Closing Date" and the "Closing."

5. **Conditions Precedent to Closing.** Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of Seller's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent which shall be determined during the Due Diligence Period which shall be sixty (60) days from the Effective Date, except as expressly otherwise specified herein or agreed by the Parties:

a. **Title Insurance.** Title to the Property shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:

- (1) current real estate taxes not delinquent;
- (2) matters reflected on the public record, and
- (3) such other leases, liens, rights, and encumbrances as may be approved by Purchaser.

(collectively, "Permitted Exceptions").

As evidence of such title, Seller shall, at Purchaser's sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **fourteen (14)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by Capstone Title Partners, (the "Title Company"), together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from Seller to

Purchaser, Purchaser shall have fee simple title to the Property free and clear of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Purchaser shall, within **ten (10)** days after receipt of the Commitment, raise any objections, other than Permitted Exceptions to the Title Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by Seller within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder. Seller shall cause the final owner's policy of title insurance to be delivered to Purchaser within forty-five (45) days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

b. **Survey.** Purchaser may, at Purchaser's sole cost and expense, cause a staked survey of the Property to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser immediately following the Effective Date. Any objection to the results of the Survey shall be communicated to Seller not later than **sixty (60)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. Purchaser acknowledges that deletions of standard exceptions of title may not be available if Purchaser elects not to obtain a proper survey for such purpose.

d. **Environmental Analysis.** Purchaser may, at Purchaser's sole cost and expense, cause an environmental analysis of the Property to be performed that it deems necessary, including Phase II and subsurface examinations (the "Environmental Analysis"). Purchaser shall have the right to enter upon the Property and conduct its Due Diligence upon coordination with Seller. Purchaser shall provide Seller or Seller's designated representative, reasonable notice of its intent to enter upon the Property. Purchaser, at Purchaser's sole expense, shall restore or repair any damage to the Property, including but not limited to soil borings or other holes in the ground, caused by Purchaser's Due Diligence no later than seven (7) days prior to closing or fourteen (14) days following termination of this Agreement. Purchaser, with the consent, consultation and cooperation of Seller, shall have the opportunity to discuss the environmental conditions at the Property with regulatory agencies of the State of Indiana (including, but not limited to the Indiana Department of Environmental Management) with the purpose of reaching an agreement as to a remedial plan that is consistent with Purchaser's intent to develop or renovate the Property. Any objection to the results of the Environmental Analysis shall be communicated to Seller not later than **sixty (60)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

e. **Inspections of Property.** Purchaser may, at Purchaser's sole cost and expense, cause inspections of the Property to be performed (the "Inspections"). Purchaser and its employees, agents, contractors and engineers shall, upon reasonable advance notice to and coordination with Seller, have the right to enter the Property for purposes of performing such Inspections. Any objection to the results of the Inspections shall be communicated to Seller not later than **sixty (60)** days following the Effective

Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

f. **Financing.** Purchaser shall have until January 31, 2023 to secure financing in an amount and terms acceptable to Purchaser and, in addition, to obtain approval from the Redevelopment Commission and the Common Council of the City of Bloomington that may be required to obtain such financing. If such a commitment and approvals are not received by Purchaser as provided herein, then either the Seller or Purchaser may terminate this Agreement upon written notice to the other party.

g. **Leases and Contracts.** Closing shall be subject to the Purchaser's review and acceptance of the leases and operational contracts during the Due Diligence period on the Real Estate, which Leases and lease information, including the Parking Lease to benefit tenants and Service/Vendor Contracts, shall be provided to Purchaser within ten (10) days after the Effective Date. Seller has the option to lease back the property from the Purchaser consistent with the provisions in Section 9, below.

6. **Closing Adjustments and Prorations.**

a. **Taxes and Assessments.** All real estate and personal property taxes assessed against the Property for years prior to the year of the Closing and all penalties and interest thereon shall be paid by Seller. All real estate and personal property taxes assessed against the Property for the year of the Closing and due and payable in the year following Closing shall be prorated to the date of Closing. If the amount of such real estate and personal property taxes is not known at the Closing, closing adjustments will be finally made on the basis of the most recent tax rate and assessed valuation for the Property and, if the Property has been taxed as part of a tax parcel including other real estate, a reasonable estimate as to the allocation of taxes between the Property and such other real estate. Purchaser shall have the right, in the name of Seller or Purchaser, to contest or appeal any such tax or assessment. Immediately upon conveyance of the Property, Seller shall pay all property transfer taxes, documentary stamp taxes and gross income or adjusted gross income taxes then due and payable in respect of the transfer hereby contemplated. Any taxes or assessments in respect of the Property not assumed by Purchaser, but which are not due and payable at or prior to the Closing, shall be allowed to Purchaser as a credit against the Purchase Price at the Closing, and Seller shall have no further liability for such taxes or assessments.

b. **Recording Fees.** Seller shall pay all recording costs related to the conveyance of the Property to Purchaser.

c. **Insurance Contracts.** All insurance maintained by Seller in respect of the Property, if any, shall be cancelled as of the Closing Date.

d. **Other Closing Costs.** The parties shall split any other ordinary

and customary closing costs.

7. **Risk of Loss; Condemnation.** All risk of loss or damage to the Property occurring subsequent to the date hereof shall be borne by Seller to and including the Closing Date. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the date hereof and on or before the Closing Date, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the Closing Date, then Purchaser may, at its sole option, either consummate or not consummate the transaction contemplated hereby. If Purchaser elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Purchaser. If Purchaser elects not to consummate such transaction, this Agreement shall terminate and be of no further force and effect.

8. **Possession of the Property.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing, subject to the rights of tenants. Upon delivery of possession to Purchaser, the Property shall be in the same condition as it is on the date hereof, reasonable wear and tear excepted. Seller agrees to maintain the Property in good condition until possession is delivered to Purchaser.

9. **Occupancy After Closing.** Seller may remain in the portion of the Property it currently occupies (Suite 200 and Units 01, 04 and 05) for up to sixty (60) days following Closing. Seller shall be responsible for payment of a gross lease amount equal to \$10,874.74, pro-rated on the actual number of days Seller is in possession, and insurance on the contents until it vacates the Property. The parties shall enter into a temporary occupancy agreement at closing for all other terms related to the Seller's continued occupancy after closing.

10. **Seller's Obligations at Closing.** At the Closing, Seller agrees to deliver to Purchaser in accordance with the terms of this Agreement the following:

- a. A duly authorized and executed Limited Warranty Deed in recordable form conveying good and marketable title to the Property, subject only to Permitted Exceptions;
- b. A duly authorized and executed Vendor's Affidavit in the form required by the Title Company;
- c. A duly authorized and executed affidavit in a form reasonably satisfactory to Purchaser stating that Seller is not a "Foreign Person" as such term is used in §1445 of the Internal Revenue Code;
- d. A duly authorized and executed sales disclosure statement, as required by I.C. 6-1.1-5.5 et seq., (the "Sales Disclosure Statement");
- e. A duly authorized and executed Assignment of Deposits, Rents and Leases ("Assignment");

- f. A duly authorized Bill of Sale;
- g. A duly authorized assignment of vendor and service contracts (“Service Contracts”);
- h. Such other instruments, documents and considerations which may reasonably be required by Purchaser or Purchaser's counsel to effectuate the Agreement evidenced by this Agreement.

All of the documents and instruments required pursuant to this Paragraph 10 or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser and Seller.

11. **Purchaser's Obligations at Closing.** At the Closing, Purchaser agrees to deliver to Seller:

- a. The amount of the Purchase Price payable in such form as set forth in Paragraph 3 above, subject to the Closing adjustments and prorations provided for herein;
- b. A duly authorized and executed Sales Disclosure Statement;
- c. Such other instruments, documents and considerations which may reasonably be required by Seller or Seller's counsel to effectuate the Agreement evidenced by this Agreement.

All of the documents and instruments required pursuant to this Paragraph 11 or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser and Seller.

12. **Seller's Representations and Warranties.** As a material inducement to Purchaser for entering into this Agreement, Seller hereby represents and warrants to Purchaser as follows:

- a. All necessary action has been taken to authorize Seller's execution and performance of this Agreement and the consummation of the transactions herein contemplated;
- b. Seller owns good, marketable and indefeasible fee simple title to the Property free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;
- c. There are no known violations of any laws, regulations, codes,

ordinances, orders or requirements affecting the Property, including, but not limited to, applicable laws, regulations, ordinances or requirements relating to the environment, pollution, use, health, and safety;

d. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;

e. There are no claims, actions, suits or investigations pending with respect to or in any manner affecting the Property;

f. All improvements on the Property, including the building and all parking associated with the building, shall be located entirely within the bounds of the Real Estate and there will be no existing violations of zoning ordinances or other restrictions applicable to the Property.

g. Except in the ordinary course of Seller's business operations, Seller shall not sell, assign, transfer, lease, sublease or convey, any right, title or interest whatsoever in or to the Property or any portion thereof without the Purchaser's prior written consent, nor shall Seller amend, modify, terminate or alter any existing document or agreement related to the Property without Purchaser's written consent.

h. Seller knows of no facts, nor has Seller misrepresented or failed to disclose any facts which materially adversely affect the value of the Property. Each of the foregoing representations and warranties shall be and remain true at and as of the Closing Date.

13. **Purchaser's Representations and Warranties.** As a material inducement to Seller for entering into this Agreement, Purchaser hereby represents and warrants that all necessary action has been taken to authorize Purchaser's execution and performance of this Agreement and the consummation of the transactions herein contemplated.

The foregoing representations and warranties of Seller and Purchaser shall survive the Closing for a period of six (6) months from the date of Closing.

14. **Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller or Purchaser, or if any representation or warranty made herein is untrue or breached as of the Closing Date, then the non-breaching party may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

In the event the purchase and sale contemplated by this Agreement is not consummated

due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth in Paragraph 5 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

15. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Seller: CFC, LLC
Attn.: James E. Murphy, President
P.O. Box 729Bloomington, IN 47402

Copy to: Angela Parker
Carmin Parker P.C.
116 W. 6th Street, Suite 200
Bloomington, IN 47404

If to Purchaser: Bloomington Redevelopment Commission
Attn.: Larry Allen
City of Bloomington Legal Department
P.O. Box 100
Bloomington, IN 47402

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

16. **Confidentiality.** During the Due Diligence Period of this Agreement as set out in Paragraph 5 it will likely be necessary for Sellers to furnish certain information or documentation about the Property upon reasonable request of the Purchaser. Purchaser and Seller recognize that Purchaser, as a public entity, is limited in its ability to keep documents confidential by state law. State law also prohibits the Purchaser from disclosing—among other things—trade secrets and confidential financial information. This prohibition applies regardless of whether the Purchaser ultimately closes on the purchase of the Property. In the event that the Purchaser receives a public records request, the Purchaser will work with Seller to identify all information (including trade secrets and confidential financial information) that the Purchaser is prohibited from disclosing. This section shall not prevent the Purchaser from providing information provided by Seller to staff and other professionals advising the Purchaser.

17. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.

18. **Survival.** All representations and warranties of the parties made herein shall be and remain true at the time of the Closing and shall survive the Closing for a period of six (6)

months and the conveyance of the Property to Purchaser, and shall not be deemed to be merged into the deed to be delivered by Seller to Purchaser hereunder.

19. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representative, successors and permitted assigns.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

21. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.

22. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

23. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between Seller and Purchaser with respect to the Property and the transaction contemplated herein.

24. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first hereinabove written.

"SELLER"

CFC, LLC

By: James E. Murphy
James E. Murphy, President

Date: July 13, 2022

"PURCHASER"

REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA

By: Cindy Kinroney
Cindy Kinroney, President

Date: 7-18-22

THE CITY OF BLOOMINGTON

By: John Hamilton
John Hamilton, Mayor

Date: July 12, 2022

AMENDMENT TO AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS

This Amendment is attached to and made a part of the Agreement for Purchase of Real Estate and Assets between the Bloomington Redevelopment Commission ("RDC") and CFC, LLC ("Purchaser"), for real property and improvements located at 320 West 8th Street, in Bloomington, Indiana ("Real Estate"), effective July 18, 2022, ("Agreement").

1. The Due Diligence Period under Section 5 Conditions Precedent to Closing shall be extended until November 15, 2022 for the following purposes:
 - a. Completion of the Environmental Analysis as defined in Section 5d;
 - b. Completion of analysis and report to determine if the Real Estate is suitable for use as a Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA") certified police headquarters.
2. The Occupancy After Closing as provided in Paragraph 9 of the Agreement shall be modified to allow Seller to continue to occupy its current Suites for up to ninety (90) days following the Closing or until April 30, 2023, whichever is later.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year last written below:

"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

By: James E. Murphy
James E. Murphy, President

By: Cindy Kinnarney
Cindy Kinnarney, President

Date: 9/16/22

Date: 9-16-22

APPROVED AS TO FORM:

THE CITY OF BLOOMINGTON

By: Beth Cate
Beth Cate, Corporation Counsel

Date: 9/16/22

**SECOND AMENDMENT TO AGREEMENT
FOR PURCHASE OF REAL ESTATE AND ASSETS**

This Second Amendment is attached to and made a part of the Agreement for Purchase of Real Estate and Assets and (First) Amendment to Agreement for Purchase of Real Estate and Assets, dated September 16, 2022 (collectively "the Agreement"), between the Bloomington Redevelopment Commission ("RDC") ("Purchaser") and CFC, LLC ("Seller") (collectively, the "Parties"), for real property and improvements located at the common address of 320 West 8th Street, in Bloomington, Indiana ("Real Estate"), effective as of the date of last signature ("Second Amendment").

1. Paragraph 3 of the Agreement shall be amended such that the Purchase Price shall be Eight Million Seven Hundred and Fifty Thousand Dollars and no cents (\$8,750,000.00).
2. The Occupancy After Closing, as stated in Paragraph 9 of the Agreement shall be amended to allow Seller to continue to occupy its current Suites until June 30, 2023 with no requirement for payment of rent, common area maintenance, or other expenses of occupancy, except for Seller's own internal operating costs.
3. The Parties acknowledge that all Due Diligence under the Agreement has been completed or waived, excepting the Conditions Precedent to Closing as provided in paragraph 5(a) and 5(f).
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day
and year last written below:

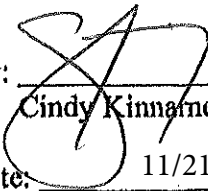
"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

By: ^{Designated by:} James E. Murphy
James E. Murphy, President

By: 
Cindy Kinnafney, President

Date: 11/16/2022

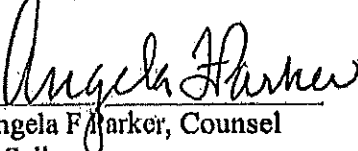
Date: 11/21/2022

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CarminParker, PC

THE CITY OF BLOOMINGTON

By: 
Angela F. Parker, Counsel
to Seller

By: 
Beth Cate, Corporation Counsel

Date: 11/16/2022

Date: 11/16/2022

439480 / 17582-164



**CITY OF BLOOMINGTON
MEMORANDUM**

TO: Members of the Common Council of the City of Bloomington

FROM: Mayor John Hamilton
Beth Cate, Corporation Counsel
Jeff Underwood, Controller

CC: Stephen Lucas, Council Attorney

DATE: December 16, 2022

RE: Appropriation Ordinance 22-06 – Additional Appropriation of 2022 General Revenue Bonds Proceeds for Public Safety Capital Improvements and Ratification of Redevelopment Commission Purchase Agreement for CFC Showers at 320 W. 8th Street

Executive Summary: Appropriation Ordinance 22-06 appropriates the proceeds from the City’s General Revenue Annual Appropriation Bonds, Series 2022 (“2022 Bond Series”) that were approved in Ordinance 22-30 and will be issued to finance various public safety capital improvements in the City. The ordinance also approves and ratifies the purchase agreement by the Bloomington Redevelopment Commission of the CFC portion of the Showers Complex located 320 W. 8th Street (“CFC Showers”) for \$8.75 million. If approved, CFC Showers would be purchased and renovated to become the new headquarters for the Bloomington Police Department and administrative offices of the Bloomington Fire Department.

Additional Appropriation: In Ordinance 22-30, the Common Council approved the 2022 Bond Series for an aggregate principal amount up to \$29,500,000 to be used for capital improvements to public safety facilities. This ordinance appropriates the funds raised through the sale of the 2022 Bond Series for those capital improvements.

Ind. Code § 6-1.1-18-5 requires that the City give a 10-day notice for a public hearing on additional appropriations. On Friday, December 9, 2022, the City published notice in the Herald Times that a public hearing will be held during the Common Council meeting on Wednesday, December 21, 2022, at 6:30 p.m.

Upon appropriation, the funds from the sale of the 2022 Bond Series will be used for the following projects:

Proposed Projects and Costs

Item	Estimated Cost	Notes
Purchase of CFC Showers building	\$8.75 million	Agreed purchase price
Renovation of CFC Showers building	\$14.75 million	Based on two architectural reviews and reflecting space needs and required facility upgrades
Rebuilding Fire Station #1	\$5.5 million	A conservative estimate: probable cost (including inflation) estimates are \$5 to 5.4 million
Remodel Fire Station #3	\$2.5 million	A conservative estimate for major remodeling, with design yet to be detailed.
Construct BFD training/logistics center and storage facility	\$2.5 million	A conservative estimate that includes contingencies and pricing uncertainties. Comparable facilities for BPD cost \$2 million.

Approval of Purchase of CFC Showers: As part of the unification of City services at the CFC Showers complex, City Administration proposed that the Bloomington Redevelopment Commission (RDC) purchase and renovate the CFC Showers building for use as the new Bloomington Police Department headquarters and Bloomington Fire Department’s administrative offices. Under Indiana Code Section 36-7-14-19(c), “any agreement by the [RDC] to ... pay a purchase price [for property] that exceeds five million dollars (\$5,000,000.00) ... is subject to the prior approval of the legislative body of the unit.” The attached purchase agreement as amended (“Purchase Agreement”) provides a purchase price for CFC Showers of \$8.75 million.

A question was posed at Council’s December 7 meeting as to whether having Council vote on December 21 on the purchase price for CFC Showers exceeding \$5 million, is lawful given that the RDC took action on the CFC Showers purchase agreement on August 18, 2022 (i.e. before Council’s December 21 vote). The answer is yes. The Purchase Agreement expressly conditions closing on Council approvals needed for financing the purchase, meaning Council would need to approve the purchase price and appropriate bond proceeds to pay that price. If Council does not do so, the Purchase Agreement is void. See Sections 1, 4, and 5 of the Purchase Agreement, and RDC Resolutions 22-49 and 22-92, all of which documents are attached.

In prior purchases, the City has presented purchase agreements to the Common Council for its approval contingent on subsequent passage by the RDC. In this instance, the City and the RDC reversed the process and negotiated a purchase agreement and amendments that are contingent on the Council’s approval of financing and of the purchase agreement. Either approach satisfies the state code and ensures that public discussion, comment, and debate occur before the City may

close on a purchase for a price exceeding \$5M. Given the complexity and cost of this purchase, the RDC performed extensive due diligence ahead of presenting the agreement to the Common Council so that any final decision could be as informed as possible. This enabled the City and RDC to obtain full details of the condition of the building and details regarding existing leases, and perform an extensive suitability analysis for using the building as a police headquarters.

In the event that anyone believes the Council was required to approve the agreement prior to signature, instead of prior to the completion of the purchase, Council has the authority to ratify the purchase agreement pursuant to Ind. Code § 36-1-4-16. Appropriation Ordinance 22-06 includes explicit language for the Council to approve the purchase of CFC Showers for \$8.75 million dollars and would ratify the purchase agreement as amended.

22-49
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO RATIFY PURCHASE AGREEMENT FOR 320 WEST 8th STREET

- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property (“Property”); and
- WHEREAS, the Property was originally constructed in 1910 as part of the Showers Brothers Furniture Company and was renovated as part of the broader Showers complex in 1995; and
- WHEREAS, the Property is adjacent and attached to City Hall and makes for the ideal location for consolidation and future expansion of City operations at its current location in the downtown; and
- WHEREAS, pursuant to Indiana Code § 36-7-14-19(b), two (2) independent appraisals were procured to determine the fair market value of the Property; and
- WHEREAS, Staff negotiated a purchase agreement for the Property with the Property’s current owner, CFC, LLC, for Nine Million Two Hundred Fifty Thousand Dollars (\$9,250,000.00) (“Purchase Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, one requirement of the Purchase Agreement is approval by the RDC; and
- WHEREAS, upon RDC approval, staff will begin the due diligence process in accordance with the terms of the Purchase Agreement, including but not limited to obtaining financing for the purchase of the Property; and
- WHEREAS, Staff has brought the RDC a Project Review and Approval Form (“Form”) regarding this project, which is attached to this Resolution as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC affirms its support of the purchase, as set forth in the Form, and reiterates that it serves the public’s best interests.
2. The RDC finds that the acquisition of 320 W. 8th Street is an appropriate use of the bonding authority of the RDC and Consolidated TIF funds.

3. The RDC explicitly approves the Offer to Purchase as required by Section 1 of the Purchase Agreement. This approval shall not be interpreted as satisfaction of any of the other required contingencies in the Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:



Deborah Myerson, Secretary

Date

8/1/2022

AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS

THIS AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS, is made by and between The City of Bloomington, Indiana, and its Redevelopment Commission (collectively, "Purchaser"), and CFC, LLC, an Indiana Limited Liability Company ("Seller").

RECITALS

- A. The Seller owns real property and improvements (hereinafter referred to as "Real Estate") as a commercial real estate operation located at 320 West 8th Street, in Monroe County, Indiana, which is more particularly described as follows:

Parcel No.	Legal Description
53-05-33-309-003.000-005	013-69780-03 SHOWERS OFFICE & RESEARCH CENTER; LOT 3

- B. Purchaser recognizes that the Real Estate includes a historic structure, and desires to maintain the character and elements of its uniqueness within the Trades District.
- C. Pursuant to Indiana Code Section 36-1-11-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In consideration of the payment of the purchase price set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. **Commission Approval.** This Agreement is contingent upon approval by the Bloomington Redevelopment Commission within thirty (30) days from the Effective Date. In the event that the Redevelopment Commission, in its sole discretion, does not approve the Purchase Agreement within thirty (30) days following acceptance of the Purchase Agreement by SELLER, the Purchase Agreement is rescinded and the sale is terminated. This approval is separate and distinct from the other Conditions in the Purchase Agreement, Due Diligence, Financing and Statutorily Required Process.

2. **Purchase and Sale.** Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser the real property located in Monroe County, Indiana legally described as 013-69780-03 SHOWERS OFFICE & RESEARCH CENTER; LOT 3 as shown by the plat thereof recorded in the office of the Recorder of Monroe County, Indiana, and commonly known as 320 W. 8th Street, Bloomington, Monroe County, Indiana, Parcel No. 53-05-33-309-003.000-005 (the "Property"), together with all rights, easements and interests appurtenant thereto, including, but not limited to, any rights, title and interests in and to any streets or other public ways within and adjacent to the Property, along with an assignment of Leases, deposits and rents and vendor and service contracts and personalty associated with the

operation of the Real Estate which personalty shall be itemized and provided to Purchaser within ten (10) days of the Effective Date.

3. **Purchase Price and Manner of Payment.** The purchase price for the Property (the "Purchase Price") shall be Nine Million Two Hundred Fifty Thousand Dollars (\$9,250,000.00). The Purchase Price shall be paid by Purchaser to Seller at the Closing by certified check or cashier's check, or by wire transfer.

4. **Closing.** The purchase and sale of the Property shall be closed within fourteen (14) days after the Purchaser has completed its due diligence, the conditions precedent to closing have been satisfied subject to the terms and conditions set forth in this Agreement, and any necessary bond or financing is approved and closed; all as further set forth in this Agreement. The parties shall agree to a date, time, and location for the closing. The date and event of the consummation of the purchase and sale of the Property as contemplated hereby is referred to herein, respectively, as the "Closing Date" and the "Closing."

5. **Conditions Precedent to Closing.** Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of Seller's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent which shall be determined during the Due Diligence Period which shall be sixty (60) days from the Effective Date, except as expressly otherwise specified herein or agreed by the Parties:

a. **Title Insurance.** Title to the Property shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:

- (1) current real estate taxes not delinquent;
- (2) matters reflected on the public record, and
- (3) such other leases, liens, rights, and encumbrances as may be approved by Purchaser.

(collectively, "Permitted Exceptions").

As evidence of such title, Seller shall, at Purchaser's sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **fourteen (14) days** after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by Capstone Title Partners, (the "Title Company"), together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from Seller to

Purchaser, Purchaser shall have fee simple title to the Property free and clear of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Purchaser shall, within **ten (10)** days after receipt of the Commitment, raise any objections, other than Permitted Exceptions to the Title Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by Seller within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder. Seller shall cause the final owner's policy of title insurance to be delivered to Purchaser within forty-five (45) days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

b. **Survey.** Purchaser may, at Purchaser's sole cost and expense, cause a staked survey of the Property to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser immediately following the Effective Date. Any objection to the results of the Survey shall be communicated to Seller not later than **sixty (60)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. Purchaser acknowledges that deletions of standard exceptions of title may not be available if Purchaser elects not to obtain a proper survey for such purpose.

d. **Environmental Analysis.** Purchaser may, at Purchaser's sole cost and expense, cause an environmental analysis of the Property to be performed that it deems necessary, including Phase II and subsurface examinations (the "Environmental Analysis"). Purchaser shall have the right to enter upon the Property and conduct its Due Diligence upon coordination with Seller. Purchaser shall provide Seller or Seller's designated representative, reasonable notice of its intent to enter upon the Property. Purchaser, at Purchaser's sole expense, shall restore or repair any damage to the Property, including but not limited to soil borings or other holes in the ground, caused by Purchaser's Due Diligence no later than seven (7) days prior to closing or fourteen (14) days following termination of this Agreement. Purchaser, with the consent, consultation and cooperation of Seller, shall have the opportunity to discuss the environmental conditions at the Property with regulatory agencies of the State of Indiana (including, but not limited to the Indiana Department of Environmental Management) with the purpose of reaching an agreement as to a remedial plan that is consistent with Purchaser's intent to develop or renovate the Property. Any objection to the results of the Environmental Analysis shall be communicated to Seller not later than **sixty (60)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

e. **Inspections of Property.** Purchaser may, at Purchaser's sole cost and expense, cause inspections of the Property to be performed (the "Inspections"). Purchaser and its employees, agents, contractors and engineers shall, upon reasonable advance notice to and coordination with Seller, have the right to enter the Property for purposes of performing such Inspections. Any objection to the results of the Inspections shall be communicated to Seller not later than **sixty (60)** days following the Effective

Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time.

f. **Financing.** Purchaser shall have until January 31, 2023 to secure financing in an amount and terms acceptable to Purchaser and, in addition, to obtain approval from the Redevelopment Commission and the Common Council of the City of Bloomington that may be required to obtain such financing. If such a commitment and approvals are not received by Purchaser as provided herein, then either the Seller or Purchaser may terminate this Agreement upon written notice to the other party.

g. **Leases and Contracts.** Closing shall be subject to the Purchaser's review and acceptance of the leases and operational contracts during the Due Diligence period on the Real Estate, which Leases and lease information, including the Parking Lease to benefit tenants and Service/Vendor Contracts, shall be provided to Purchaser within ten (10) days after the Effective Date. Seller has the option to lease back the property from the Purchaser consistent with the provisions in Section 9, below.

6. **Closing Adjustments and Prorations.**

a. **Taxes and Assessments.** All real estate and personal property taxes assessed against the Property for years prior to the year of the Closing and all penalties and interest thereon shall be paid by Seller. All real estate and personal property taxes assessed against the Property for the year of the Closing and due and payable in the year following Closing shall be prorated to the date of Closing. If the amount of such real estate and personal property taxes is not known at the Closing, closing adjustments will be finally made on the basis of the most recent tax rate and assessed valuation for the Property and, if the Property has been taxed as part of a tax parcel including other real estate, a reasonable estimate as to the allocation of taxes between the Property and such other real estate. Purchaser shall have the right, in the name of Seller or Purchaser, to contest or appeal any such tax or assessment. Immediately upon conveyance of the Property, Seller shall pay all property transfer taxes, documentary stamp taxes and gross income or adjusted gross income taxes then due and payable in respect of the transfer hereby contemplated. Any taxes or assessments in respect of the Property not assumed by Purchaser, but which are not due and payable at or prior to the Closing, shall be allowed to Purchaser as a credit against the Purchase Price at the Closing, and Seller shall have no further liability for such taxes or assessments.

b. **Recording Fees.** Seller shall pay all recording costs related to the conveyance of the Property to Purchaser.

c. **Insurance Contracts.** All insurance maintained by Seller in respect of the Property, if any, shall be cancelled as of the Closing Date.

d. **Other Closing Costs.** The parties shall split any other ordinary

and customary closing costs.

7. **Risk of Loss; Condemnation.** All risk of loss or damage to the Property occurring subsequent to the date hereof shall be borne by Seller to and including the Closing Date. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the date hereof and on or before the Closing Date, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the Closing Date, then Purchaser may, at its sole option, either consummate or not consummate the transaction contemplated hereby. If Purchaser elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Purchaser. If Purchaser elects not to consummate such transaction, this Agreement shall terminate and be of no further force and effect.

8. **Possession of the Property.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing, subject to the rights of tenants. Upon delivery of possession to Purchaser, the Property shall be in the same condition as it is on the date hereof, reasonable wear and tear excepted. Seller agrees to maintain the Property in good condition until possession is delivered to Purchaser.

9. **Occupancy After Closing.** Seller may remain in the portion of the Property it currently occupies (Suite 200 and Units 01, 04 and 05) for up to sixty (60) days following Closing. Seller shall be responsible for payment of a gross lease amount equal to \$10,874.74, pro-rated on the actual number of days Seller is in possession, and insurance on the contents until it vacates the Property. The parties shall enter into a temporary occupancy agreement at closing for all other terms related to the Seller's continued occupancy after closing.

10. **Seller's Obligations at Closing.** At the Closing, Seller agrees to deliver to Purchaser in accordance with the terms of this Agreement the following:

- a. A duly authorized and executed Limited Warranty Deed in recordable form conveying good and marketable title to the Property, subject only to Permitted Exceptions;
- b. A duly authorized and executed Vendor's Affidavit in the form required by the Title Company;
- c. A duly authorized and executed affidavit in a form reasonably satisfactory to Purchaser stating that Seller is not a "Foreign Person" as such term is used in §1445 of the Internal Revenue Code;
- d. A duly authorized and executed sales disclosure statement, as required by I.C. 6-1.1-5.5 et seq., (the "Sales Disclosure Statement");
- e. A duly authorized and executed Assignment of Deposits, Rents and Leases ("Assignment");

- f. A duly authorized Bill of Sale;
- g. A duly authorized assignment of vendor and service contracts ("Service Contracts");
- h. Such other instruments, documents and considerations which may reasonably be required by Purchaser or Purchaser's counsel to effectuate the Agreement evidenced by this Agreement.

All of the documents and instruments required pursuant to this Paragraph 10 or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser and Seller.

11. **Purchaser's Obligations at Closing.** At the Closing, Purchaser agrees to deliver to Seller:

- a. The amount of the Purchase Price payable in such form as set forth in Paragraph 3 above, subject to the Closing adjustments and prorations provided for herein;
- b. A duly authorized and executed Sales Disclosure Statement;
- c. Such other instruments, documents and considerations which may reasonably be required by Seller or Seller's counsel to effectuate the Agreement evidenced by this Agreement.

All of the documents and instruments required pursuant to this Paragraph 11 or otherwise in connection with the consummation of this Agreement shall be in a form and manner reasonably satisfactory to Purchaser and Seller.

12. **Seller's Representations and Warranties.** As a material inducement to Purchaser for entering into this Agreement, Seller hereby represents and warrants to Purchaser as follows:

- a. All necessary action has been taken to authorize Seller's execution and performance of this Agreement and the consummation of the transactions herein contemplated;
- b. Seller owns good, marketable and indefeasible fee simple title to the Property free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;
- c. There are no known violations of any laws, regulations, codes,

ordinances, orders or requirements affecting the Property, including, but not limited to, applicable laws, regulations, ordinances or requirements relating to the environment, pollution, use, health, and safety;

d. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;

e. There are no claims, actions, suits or investigations pending with respect to or in any manner affecting the Property;

f. All improvements on the Property, including the building and all parking associated with the building, shall be located entirely within the bounds of the Real Estate and there will be no existing violations of zoning ordinances or other restrictions applicable to the Property.

g. Except in the ordinary course of Seller's business operations, Seller shall not sell, assign, transfer, lease, sublease or convey, any right, title or interest whatsoever in or to the Property or any portion thereof without the Purchaser's prior written consent, nor shall Seller amend, modify, terminate or alter any existing document or agreement related to the Property without Purchaser's written consent.

h. Seller knows of no facts, nor has Seller misrepresented or failed to disclose any facts which materially adversely affect the value of the Property. Each of the foregoing representations and warranties shall be and remain true at and as of the Closing Date.

13. **Purchaser's Representations and Warranties.** As a material inducement to Seller for entering into this Agreement, Purchaser hereby represents and warrants that all necessary action has been taken to authorize Purchaser's execution and performance of this Agreement and the consummation of the transactions herein contemplated.

The foregoing representations and warranties of Seller and Purchaser shall survive the Closing for a period of six (6) months from the date of Closing.

14. **Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller or Purchaser, or if any representation or warranty made herein is untrue or breached as of the Closing Date, then the non-breaching party may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

In the event the purchase and sale contemplated by this Agreement is not consummated

due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth in Paragraph 5 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

15. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Seller: CFC, LLC
Attn.: James E. Murphy, President
P.O. Box 729Bloomington, IN 47402

Copy to: Angela Parker
Carmin Parker P.C.
116 W. 6th Street, Suite 200
Bloomington, IN 47404

If to Purchaser: Bloomington Redevelopment Commission
Attn.: Larry Allen
City of Bloomington Legal Department
P.O. Box 100
Bloomington, IN 47402

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

16. **Confidentiality.** During the Due Diligence Period of this Agreement as set out in Paragraph 5 it will likely be necessary for Sellers to furnish certain information or documentation about the Property upon reasonable request of the Purchaser. Purchaser and Seller recognize that Purchaser, as a public entity, is limited in its ability to keep documents confidential by state law. State law also prohibits the Purchaser from disclosing—among other things—trade secrets and confidential financial information. This prohibition applies regardless of whether the Purchaser ultimately closes on the purchase of the Property. In the event that the Purchaser receives a public records request, the Purchaser will work with Seller to identify all information (including trade secrets and confidential financial information) that the Purchaser is prohibited from disclosing. This section shall not prevent the Purchaser from providing information provided by Seller to staff and other professionals advising the Purchaser.

17. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.

18. **Survival.** All representations and warranties of the parties made herein shall be and remain true at the time of the Closing and shall survive the Closing for a period of six (6)

months and the conveyance of the Property to Purchaser, and shall not be deemed to be merged into the deed to be delivered by Seller to Purchaser hereunder.

19. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representative, successors and permitted assigns.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

21. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.

22. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

23. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between Seller and Purchaser with respect to the Property and the transaction contemplated herein.

24. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date first hereinabove written.

"SELLER"

CFC, LLC

By: James E. Murphy
James E. Murphy, President

Date: July 13, 2022

"PURCHASER"

REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA

By: Cindy Kinamey
Cindy Kinamey, President

Date: 7-18-22

THE CITY OF BLOOMINGTON

By: John Hamilton
John Hamilton, Mayor

Date: July 12, 2022

City of Bloomington
 Redevelopment Commission
 Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Purchase of 320 W. 8th Street

Project Manager: Donald Griffin, Deputy Mayor

Project Description: Project will involve purchase and potential renovation, if needed, of the portion of the Showers Complex currently occupied by CFC LLC located at 320 W. 8th Street. The property is adjacent and attached to City Hall and makes for the ideal location for consolidation and future expansion of City operations, including for fire and police personnel at its current location in the downtown.

Project Timeline: Purchase – 2022

Financial Information:

Estimated full cost of project:	\$9,250,000
Sources of funds:	Consolidated TIF (Downtown); New TIF Bond or PS LIT Bond

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Due Diligence	TBD	2022
2. Purchase	\$9,250,000	2022
2. Renovation	TBD	TBD

TIF District: Consolidated TIF (Downtown)

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**22-92
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

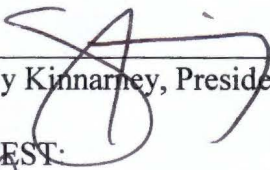
AMENDMENT TO PURCHASE AGREEMENT WITH CFC FOR 320 W. 8th STREET

- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property (“Property”); and
- WHEREAS, the RDC approved a Purchase Agreement for the Property in Resolution 22-49; and
- WHEREAS, the RDC also approved agreements to conduct due diligence on the property in Resolutions 22-56 through 22-58; and
- WHEREAS, the parties agreed to an extension of the due diligence period until November 16, 2022; and
- WHEREAS, following completion of the due diligence reports, City staff have negotiated an amendment to the purchase agreement, which is attached to this Resolution as Exhibit A, that calls for the following:
- a reduction in price of \$500,000, which would make the total purchase price \$8.75 million;
 - an extension of the holdover period for CFC to remain in the building without cost until June 30, 2023.
- WHEREAS, there are still outstanding conditions precedent to closing on the Property including approval of the purchase agreement and approval of financing for the purchase and renovation of the building by City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

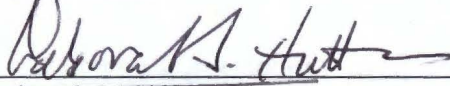
1. The RDC affirms its support of the acquisition of the 320 W. 8th Street and declares that the Services serve the public’s best interests.
2. The RDC hereby approves the Amendment to the Purchase Agreement with CFC attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:



~~Deborah Myerson, Secretary~~

DEBORAH S. HUTTON, Vice President

11/21/2022

Date

**SECOND AMENDMENT TO AGREEMENT
FOR PURCHASE OF REAL ESTATE AND ASSETS**

This Second Amendment is attached to and made a part of the Agreement for Purchase of Real Estate and Assets and (First) Amendment to Agreement for Purchase of Real Estate and Assets, dated September 16, 2022 (collectively “the Agreement”), between the Bloomington Redevelopment Commission (“RDC”) (“Purchaser”) and CFC, LLC (“Seller”) (collectively, the “Parties”), for real property and improvements located at the common address of 320 West 8th Street, in Bloomington, Indiana (“Real Estate”), effective as of the date of last signature (“Second Amendment”).

1. Paragraph 3 of the Agreement shall be amended such that the Purchase Price shall be Eight Million Seven Hundred and Fifty Thousand Dollars and no cents (\$8,750,000.00).
2. The Occupancy After Closing, as stated in Paragraph 9 of the Agreement shall be amended to allow Seller to continue to occupy its current Suites until June 30, 2023 with no requirement for payment of rent, common area maintenance, or other expenses of occupancy, except for Seller’s own internal operating costs.
3. The Parties acknowledge that all Due Diligence under the Agreement has been completed or waived, excepting the Conditions Precedent to Closing as provided in paragraph 5(a) and 5(f).
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year last written below:

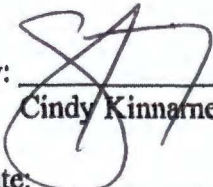
"SELLER"

"PURCHASER"

CFC, LLC

REDEVELOPMENT COMMISSION OF BLOOMINGTON, INDIANA

By: DocuSigned by:
James E. Murphy
James E. Murphy, President

By: 
Cindy Kinnarney, President

Date: 11/16/2022

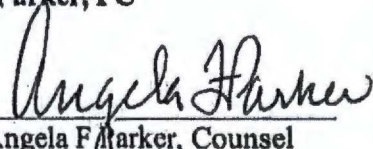
Date: 

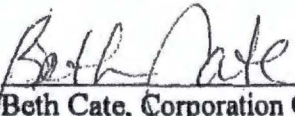
APPROVED AS TO FORM:

APPROVED AS TO FORM:

CarminParker, PC

THE CITY OF BLOOMINGTON

By: 
Angela F. Parker, Counsel to Seller

By: 
Beth Cate, Corporation Counsel

Date: 11/16/2022

Date: 11/16/2022

MEMORANDUM

To: Members of the Bloomington Redevelopment Commission

From: Beth Cate, Corporation Counsel

CC: Larry Allen, Assistant City Attorney
Jeffrey Underwood, Controller

Date: November 18, 2022

Re: Second Amendment to Agreement for Purchase of Real Estate and Assets, between RDC and CFC, LLC

The City is asking for Commission approval of a Second Amendment to

On July 18, 2022, the Bloomington Redevelopment Commission approved and signed an Agreement for Purchase of Real Estate and Assets with CFC, LLC (“Purchase Agreement”), through which CFC would sell to the City/RDC the portion of the Showers Building that CFC owns located at 320 West 8th Street, and all rights in and to that property.

The Purchase Agreement originally gave the City until September 16, 2022, to complete various forms of due diligence on the property, including environmental analysis and inspections to determine, among other things, the suitability of the property for the City’s intended use as a public safety headquarters. The Agreement also gave the City until January 30, 2023 to obtain the necessary financing, and provided that closing will occur within fourteen (14) days after due diligence is completed, other conditions precedent have been satisfied, and financing is approved. The Agreement allowed CFC to continue to occupy its current office suites for up to sixty (60) days after closing, subject to a lease payment of \$10,874.74 prorated for actual days in possession, and other terms the parties would agree to if CFC chooses to stay on after closing.

On September 16, 2022, the parties signed a First Amendment to the Purchase Agreement extending the due diligence period sixty (60) days, to accommodate the extensive analysis being performed by the City and its consultants. The First Amendment extended CFC’s permitted occupancy after the Closing to ninety (90) days or April 30, 2023, whichever is later.

Based on renovation cost estimates produced by the consultants assisting with due diligence, the City has approached CFC to negotiate a reduction in purchase price. CFC has agreed to a half million dollar (\$500,000.00) reduction, bringing the purchase price down from \$9.25 million to \$8.75 million, in exchange for allowing CFC to occupy its current Suites until June 30, 2023, rent- and cost-free. The Administration considers this exchange highly valuable for the City, and is therefore asking for the Commission’s approval of the attached Second Amendment to the Purchase Agreement.

EXHIBIT A (To Ordinance 22-30)

DESCRIPTION OF THE PROJECTS

The proceeds of the Bonds will be used to pay all or any portion of the costs of the following capital projects to provide improved public safety facilities for the City's police and fire departments:

(a) the acquisition of real property and the design, construction and/or equipping thereon of a new downtown fire station facility;

(b) the design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping of all or a portion of the City's four existing fire station facilities;

(c) the acquisition of real property (including any portion of the property comprising the existing Showers Building complex not currently owned by the City) and the design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property for the purpose of providing a new consolidated headquarters for the police and fire departments to replace their current facilities;

(d) the design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping of the City's existing police headquarter facilities;

(e) the acquisition of real property and the design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property for the purpose of providing a new public safety training center;

(f) the design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping of the City's existing public safety training center; and

(g) any (i) property acquisition, (ii) construction, demolition, renovation, improvement and/or excavation work, (iii) utility relocation, (iv) architectural, engineering and/or surveying services, (v) site development work, and (vi) equipment, which are related to the foregoing projects.

Responses to Council Questions re: Ord 22-30, 12/2/22

Assuming passage of Ord 22-30 (and, if needed, an appropriation ordinance to appropriate the proceeds), will any of the capital projects listed in Exhibit A require further Council review/approval at any stage? If so, please describe.

- Council's role involves voting to approve the bonds, to appropriate bond proceeds, and to approve a purchase price for CFC Showers that exceeds \$5M. Council's earlier vote to approve ED-LIT reflected its approval of using ED-LIT funds for debt service on bonds to upgrade public safety facilities, and Council will of course also review and vote on annual budgets that reflect such use of ED-LIT funds.
- In terms of the actual design, renovation, and construction work, as with other capital projects, Council does not have a formal role, unless there is a required zoning change.
- The administration always welcomes input, and Council priorities would be sought for anything affecting the Council's own space and facilities.

If the Council wished to fund some but not all of the projects listed in Exhibit A, how would the administration respond to an amendment to reduce the total bond amount and/or to revise the list of projects?

The administration does not support amendments generally to this ordinance. If there are specific amendments or issues being considered, we would encourage a discussion of those ahead of time.

Could the administration provide a comprehensive list of all city-owned properties and indicate which might be suitable for vetting for a new police/fire public safety campus?

The combined public safety complex/campus option was dismissed as a viable option due to parcel size and location limitations for Fire Station #1. (See next question for more details.)

Can the administration provide any additional information related to other locations analyzed for police or fire headquarters, including rehabs of current headquarters, including reasons why the administration felt like other locations were not suitable for the city's needs?

- Initial research looked at three potential scenarios for Police HQ, Fire HQ, and Fire Station #1:
 - Combined public safety complex/campus for all three items: Dismissed as a viable option due to parcel size and location limitations for Fire Station #1.

- Three separate facilities: Dismissed due to property costs, timeline to complete, and construction costs.
- Two facilities—a separate Fire Station #1 from Police and Fire HQ: Chosen scenario based on feasibility of options, cost savings by combining the two HQs, and the opportunity to increase interdepartmental functions.
- List of sites considered for Fire Station 1:
 - 42 total properties were reviewed, with most options dismissed due to size, location, zoning, lack of infrastructure, and/or accessibility problems.
 - Initially, the current site was not seen as feasible due to the flooding issues that prevented apparatus response from the station. However, CBU later provided modeling reports—which are still in draft form—indicating that the potential for future flooding was reduced to an acceptable risk.
 - This is the recommendation due to overall cost, potential timeline that would not jeopardize our ISO rating and the feasibility of the project.
 - Completed a due diligence study in October 2022 that redesigned the building to eliminate flooding risk from poorly designed plumbing and drainage systems, removed the basement, and brought the facility up to current standards.
 - Other sites considered as realistic options
 - 220 E. 3rd St
 - 229 W. 1st St
 - 503 N. Rogers St
 - 327 W. 1st St
 - 421 W. 1st St
 - 519 W. 11th St
 - Multiple properties coupled together to become feasible
 - 529 S. College Ave
 - 532 S. Walnut St
 - 542 S. Walnut St
 - Multiple properties along Convention Center Expansion Site
- Station 3 and the station 3 site option
 - Evaluated current site, which is appropriate but needs significant repairs/remodeling to address issues identified in the 2019 Fire Station Assessment Study
 - Discussions with IU about the need to replace Station 3 led to a feasibility/due diligence study of land owned by IU. The specific address was requested by IU to not be released publicly; however, the due diligence study completed in 2021 indicated the proposed site was appropriate and a new station would cost between \$10.5 - \$12.6 million (no

inflation costs were included in the estimate). This equates to \$530-\$580 per square foot.

Can the administration provide the facility studies completed for the potential projects, including those that came from the first two architects/public safety experts that JS Held/Deb Kunce drew from?

See attachments

Pros of the Showers purchase specifically:

- BFD has the eventual goal of physically locating all administrative staff in one place. From this perspective, the Showers building offers enough space for now—plus opportunities for future growth—while providing efficiencies for people who engage in our services or between other departments.
- BFD staff can stop by more departments during one trip to City Hall. Fire administration staff routinely travel several times a day to City Hall for mail, meetings, and to engage with other City Hall staff members.
- It will be advantageous for BFD Mobile Integrated Healthcare personnel to be near or co-mingled with the BPD Social Workers and Community Service Specialists plus CFRD staff.
- BPD would benefit from about 50% more square footage with the project.
- BPD would benefit from much higher quality space—including windows—compared with current basement and decades-old office space.
- BPD would benefit from additional coordination with BFD administration and city government as a whole.
- BPD would have access to more on-site parking and covered parking in the Trades District Garage.
- Constituents at City Hall could more easily access public safety services at same time (e.g. building permit review and BFD review).

What are comparables that helped us get the \$3mm estimate on selling the Police station?

- Current police station is 1.08 acres, and comparables indicate that the \$3mm figure is extremely conservative.
- The Turquaz property (NE Corner of 3rd & Lincoln) sold on 11-29-22 for \$2,750,000. It's 15,000 SF on 0.2 acres. This is a great comp in regards to location; however, it is an income-producing property so value is derived from profit and loss statements. It is also a much smaller property.
- The former Zinman property plus 3 adjacent properties (NE corner of 3rd & Grant) sold on 8-30-16 for a total of \$1,425,000. It's now 4 vacant parcels totaling 0.38 acres. This property sold for \$82 a sq.ft. Using these numbers,

the minimum market value of the police station would be \$4,040,900. Property was purchased for development. Current building values are not reflected in market value.

- The former Bunger & Robetson property (S College between W 4th & W 3rd) sold on 7-15-19 for \$4,995,000. It's 39,045 SF on 1.6 acres. This property sold for \$71 a sq.ft. Using these numbers, the minimum market value of the police station would be \$3,372,490. Property was purchased for development. Current building values are not reflected in market value.

Options for other access points to CFC Showers (going west)



(also included in updated slide deck)

More info about timeline in general:

If we do not break ground on Station 1 by the second quarter of 2023 we risk losing our ISO 1 rating since the temporary fire station does not meet the requirements to count as a legitimate fire station.

Why did we offer more for Showers than appraisal?

The appraisals were based on the income that the property was producing. This would be critical if we were purchasing the property as an investor, however we are converting its use into owner occupied. Replacement value is a better indicator for our needs. We

consulted with local commercial real estate brokers David Hardstead and Chris Cockerham and arrived at a conservative price per square foot value between \$200 to \$225. When multiplying \$200/sq.ft. by the total finished square footage of 64,000, we can conclude that anything under \$12,800,000 is reasonable for an owner-occupied purchase.

What is “Plan B”?

If the Council were to reject the plans for the Showers building purchase for a new public safety headquarters, we would focus on the achievable, key needs within our budget resources. (\$26 million net bond proceeds and \$3-5 million CRED). Our most critical needs are the renovations and/or replacements of Fire station #1 and Fire station #3, as the creation of a training/logistics center due to the lease not being renewed on the current facility, and a location for fire administration. With those needs met, we would not have sufficient funds to do a new or major expansion of a police headquarters, so we would plan a renovation at the current police station—to improve its condition—with no increase of square footage and still using the basement. We would likely invest on the order of \$3 million (\$150 per square foot) on those improvements. Fire administration would need to be housed, likely in the new training/logistics center which would increase the project price perhaps \$1 million. These investments of approximately \$14-15 million would allow meeting of critical current needs, but would not create the integration of public safety services, the substantial expansions and improvements for police headquarters and operations, or position us well for future growth.

PROPOSED PROJECTS

- **CFC Showers Building –Purchase** **\$8.75M**
- **CFC Showers Renovation** **\$14.75M**
- **Fire Station #1 – Rebuild** **\$5.5M**
- **Fire Station #3 – Remodel** **\$2.5M**
- **New BFD Training / Logistics Center and Storage Facility** **\$2.5M**

INITIAL RESEARCH – 3 POTENTIAL SCENARIOS

- Combined public safety complex with Police HQ, Fire HQ, and Fire Station #1
 - Due to location limitations for the fire station #1 and parcel size this was dismissed as a viable option
- Three separate facilities
 - This option was dismissed due to property cost, timeline to complete, and construction costs
- Separate Fire Station #1 from Police and Fire HQ
 - This was the chosen scenario based on feasibility of options, cost savings by combining the two HQs, and to increase interdepartmental functions.

PUBLIC SAFETY HQ CONSIDERED

- Initially reviewed larger sites owned by the City
- Considered properties on the market near the center city
- Approached property owners of ideal sites “not on the market” without success

	Approx. Site Size	Fire Station #1 (0.4 acres)	Public Safety HQ (BFD + BPD)	Both	Notes
Trades District	1.3 acres or 2.0 acres	Yes	Yes	Yes	Close proximity to future housing planned within Trades District, loss of opportunity for new businesses, and overall costs of new construction
Legacy Hospital – Block 8	2.0 acres	Yes	Yes	Yes	Close proximity to housing, loss of 50 housing units, and overall costs of new construction
542 S. Walnut (former carwash)	0.5 acres	Yes	Yes	Yes	Site is too small, site drainage issues, and overall costs of new construction
Existing BPD	0.9 acres (plus 0.3 acres of adjacent city parking)	Yes	Yes	No	New addition is possible but does not allow for future expansion without land acquisition and future new construction. Total new build causes temp. locations for BPD for 24 months and higher costs.
CFC Showers Bldg	0.9 acres (plus Trades Garage parking)	No	Yes	No	Recommended to best value and future expansion

OPTION: EXPANSION TO EXISTING BPD

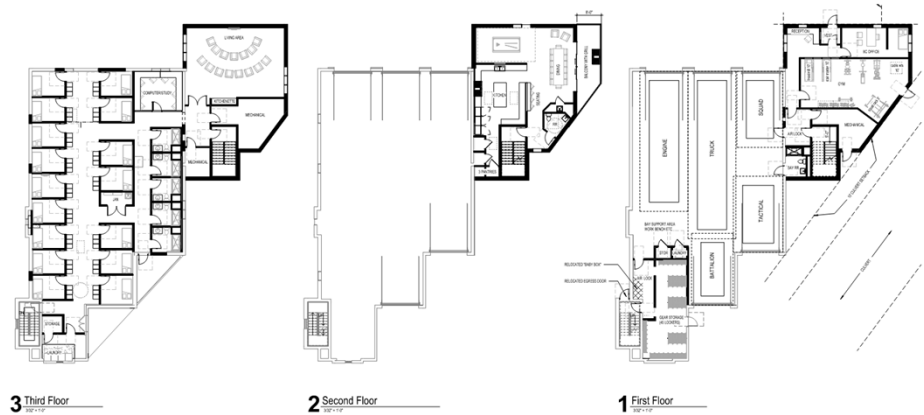


FIRE STATION #1 CONSIDERATIONS

- Current recommendation due to overall cost, potential timeline that would not jeopardize our ISO rating and the feasibility of the project.
- 42 total properties were reviewed, most were dismissed due to size, location, zoning, lack of infrastructure, or accessibility problems. Other sites considered as realistic options
 - 220 E. 3rd St
 - 229 W. 1st St
 - 503 N. Rogers St
 - 327 W. 1st St
 - 421 W. 1st St
 - 519 W. 11th St
 - Multiple properties coupled together to become feasible
 - 529 S. College Ave
 - 532 S. Walnut St
 - 542 S. Walnut St
 - Multiple properties along Convention Center Expansion Site
- Final recommendation is to reconstruct at the current site as recommended in the Feasibility Study (provided separately)

FIRE STATIONS

- **Fire Station #1 – Rebuild
at 300 E. 4th St**
- **Fire Station #3 – Remodel
810 N. Woodlawn Ave**
- **New BFD
Training/Logistics Center
and Storage Facility at
3230 South Walnut**



Fire Station #1

BPD and BFD FACILITY STUDIES

- CFC Showers Building Space Analysis and Architectural Assessment: Spring Point Architects in association with KBA Architects (police/security expert)
- CFC Showers Building Life Safety, Mechanical, and Electrical : Tabor Bruce Architects
- Fire Department Due Diligence and Redesign: Martin Riley Architects & Engineers
- JS Held took this information, validated space assumptions with the Police team, incorporated preliminary study information, and applied current cost models

What has changed since these studies

- Space validation with BPD leadership
- Square Footage reduction
- Dispatch to remain at current location
- Training/workout space to remain at current BPD Training facility
- Reusing more existing walls and layouts
- Consulted ITS to verify approximate IT needs
- Some equipment can be relocated
- Reduced ballistic glass
- Eliminated separate mechanical or electrical system
- Determined generator must serve the entire CFC showers building

PUBLIC SAFETY BUILDING OPTIONS CONSIDERED

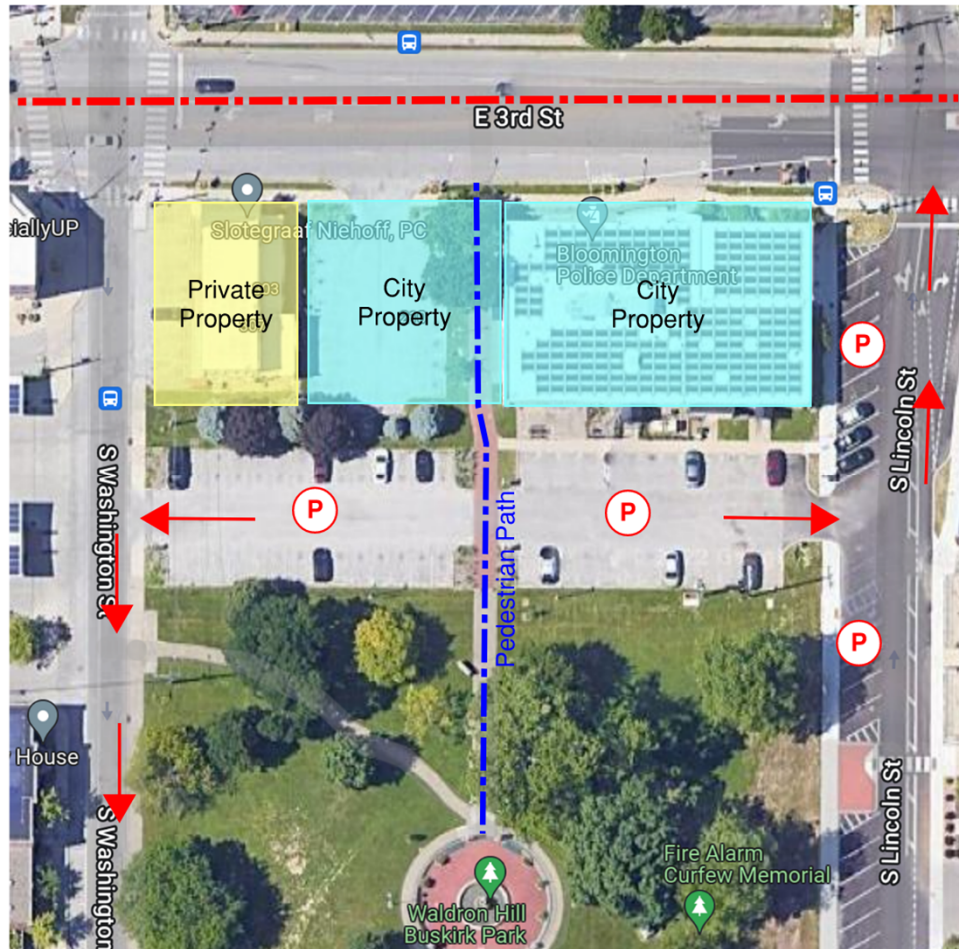
- **Purchase and Renovation of CFC Showers Building**
- **Expansion to existing BPD**
- **New construction of entire facility (without regard to location)**

All options to maintain CALEA certification.

CFC SHOWERS RENOVATION – SPACE PROGRAM

	<u>Square Footage</u>	<u>Staffing Accommodated</u>
• Fire Administration	33,725 SF	30 ppl (20 current + 10 growth)
• Police		109 ppl (includes all budgeted positions)
• Other Hallways/Circulation	12,000 SF	
• Other Build-Out Opportunities	<u>18,275 SF</u>	
• CFC Showers Building Total	64,000 SF	

VEHICLE ACCESS - BPD Existing Site



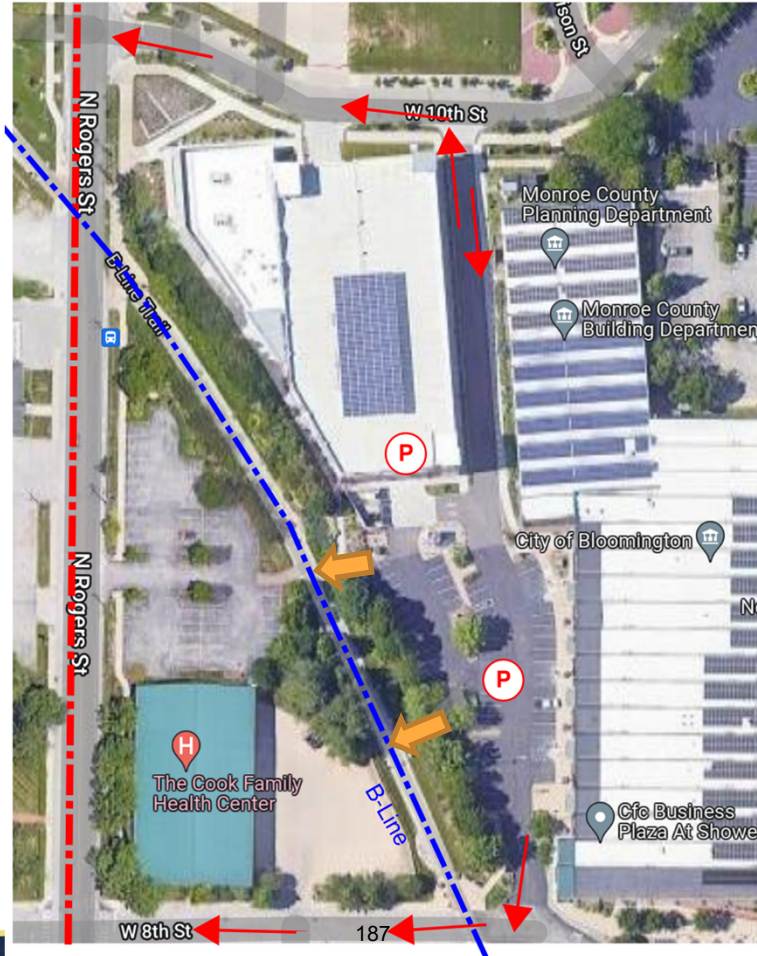
**BPD Surface Parking –
50 spaces**

**BPD Street Parking –
10 spaces**

Total – 60 spaces

VEHICLE ACCESS - Public Safety Building @ Showers Site

Designates Emergency route if north and south routes blocked



Proposed Parking

Guest Parking dedicated – 10 spaces

Showers Surface parking– 35 spaces

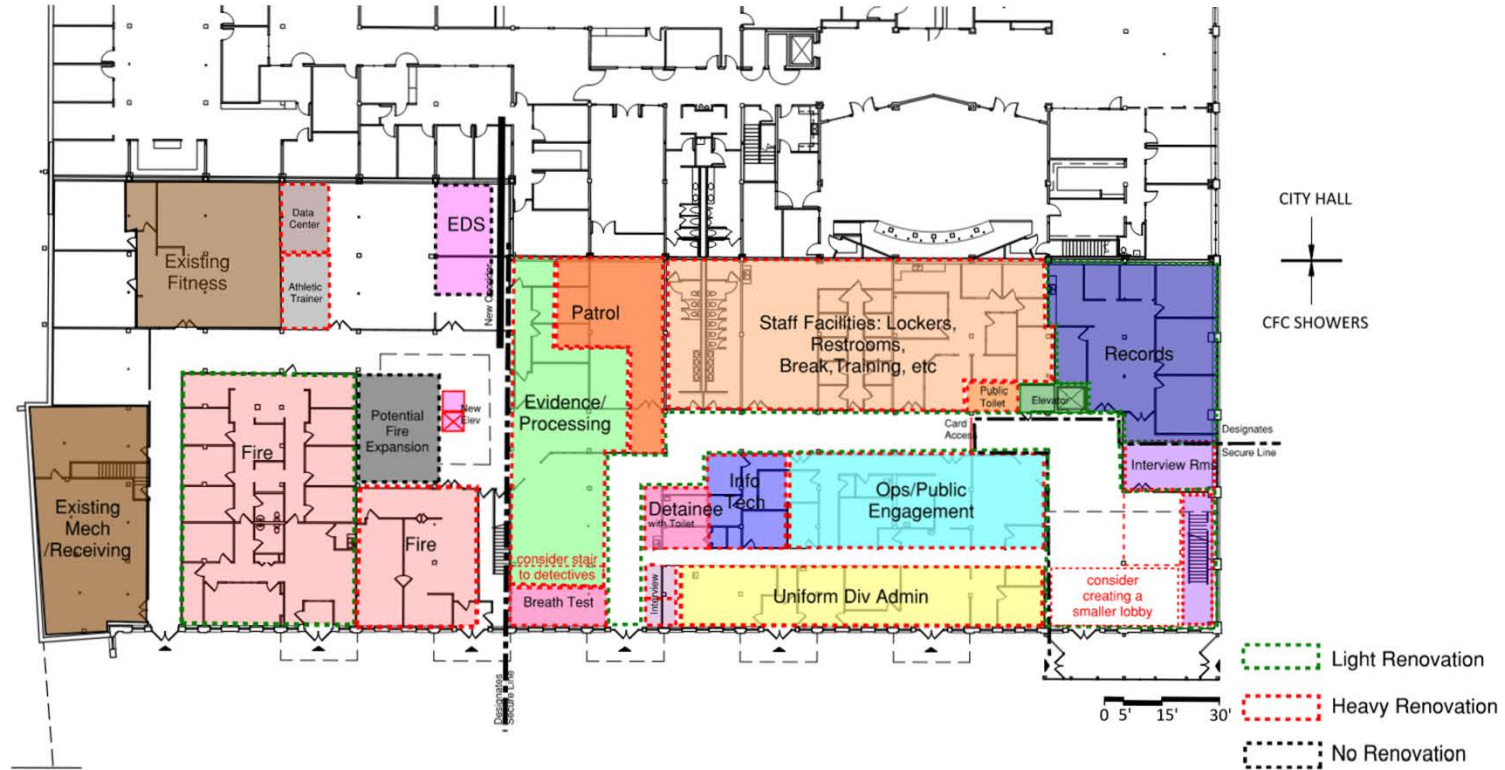
Garage Lower-level– 55 spaces

Main-level parking east side– 40 spaces

Remaining garage – 255 spaces

NOTE: Critical Incident Response Vehicle will remain at Training Facility

CFC SHOWERS BUILDING RENOVATION – 1ST FLR



CFC SHOWERS BUILDING RENOVATION – 2ND FLR



COST COMPARISON

	<u>BFD + BPD Renovate at Showers</u>	<u>BFD + BPD Expand at BPD</u>	<u>BFD + BPD New Building</u>
Total Construction Costs	\$14,750,000	\$25,272,750	\$28,519,300
Add Land/Building Purchase	<u>\$ 8,750,000</u>	<u>\$ 0</u>	<u>\$ 3,000,000</u>
Grand Total	\$23,500,000	\$25,272,750	\$31,519,300
Total Assigned SF	33,725 SF	35,000 SF	35,000 SF
Constr Costs / Assigned SF	\$437/SF	\$722/SF	\$814/SF
Total Cost / Assigned SF	\$697/SF	\$722/SF	\$900/SF
Total Building SF	64,000 SF	35,000 SF	35,000 SF
Total Cost / Total Building SF	\$367/SF	\$722/SF	\$900/SF

DRAFT

FEASIBILITY STUDY

FOR

NEW BLOOMINGTON P.D.
HEADQUARTERS
IN CFC SHOWERS

320 West 8th Street
Bloomington, Indiana

October 26, 2022


springpoint
ARCHITECTSPC



TABLE OF CONTENTS

INTRODUCTION

EXISTING BUILDING REVIEW

- EXISTING BLOOMINGTON POLICE DEPARTMENT HEADQUARTERS BUILDING AT 220 EAST 3RD STREET
- CFC SHOWERS BUILDING AT 320 WEST 8TH STREET

PRELIMINARY BUILDING CODE

- ADAPTIVE REUSE OF AN OFFICE BUILDING TO POLICE DEPARTMENT

DEPARTMENT OF HOMELAND

SECURITY REVIEW

PUBLIC SAFETY REPORT

EXHIBITS

- EMAIL FROM CRAIG BURGESS RE: RISK CATEGORY 4
- LETTER FROM BILL HORTON RE: RISK CATEGORY 4
- EMAIL FROM TOM STRUEWING RE: SITE CLASS C
- BLOOMINGTON PD PROGRAMMING DOCUMENT
- PRELIMINARY FLOOR PLAN LAYOUTS

BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

INTRODUCTION

BACKGROUND

The Showers building in downtown Bloomington was originally constructed as the Showers Brothers Furniture Factory in 1910. In the mid-1990's the building was renovated and divided into three sections: Bloomington's City Hall (east side of building), Monroe County offices (north end of building) , and leasable office space owned by the developer "CFC" (west side of building).

The existing Bloomington Police Department headquarters are housed in a 20,000 square foot building on two levels constructed in the 1960s. The building has been renovated over time to respond to department and societal changes. The department has outgrown the current building and the basement experienced severe flooding in June of 2021 which disrupted several police department operations, including offices and locker rooms.

The City of Bloomington has an accepted offer to purchase the CFC portion of the Showers building (approximately 64,000 square feet on two levels) and enlisted Springpoint Architects to investigate the relocation of the Bloomington Police Department in a portion of that space.

CONSULTANT TEAM

Springpoint Architects teamed with public safety architectural firm Kaestle Boos of Massachusetts to assist with the BPD study. Kaestle Boos was chosen not only for their extensive work with public safety buildings but also their experience with adaptive reuse of historic buildings into police stations.

Springpoint also enlisted the assistance of Fink, Roberts and Petrie, structural engineers, of Indianapolis to review the existing structural components of the building related to Building Risk Category 4 in the adopted 2014 Indiana Building Code.

In addition, Bloomington PD sought the assistance of the United States Department of Homeland Security, Cybersecurity and Infrastructure Security Agency to have a Protective Security Advisor review the CFC Showers building and site with respect to it becoming a police headquarters.

SUMMARY

The City of Bloomington has a unique opportunity to unite additional departments in one centralized location. While constructing a new police department is ideal from a site and current police operations approach, it is a costly building type. The renovation of a portion of the CFC Showers into the Bloomington Police Department headquarters would allow the department to move out of their current, problematic headquarters building.

REVIEW OF EXISTING
BLOOMINGTON P.D.
HEADQUARTERS
BUILDING

BLOOMINGTON P.D. HEADQUARTERS
IN CFC SHOWERS

REVIEW OF EXISTING HEADQUARTERS BUILDING

The existing Bloomington Police Department headquarters building at 220 East 3rd Street was constructed in the 1960s. Upon completion, the City administration at that time decided to use the building as City Hall in lieu of police headquarters. In the mid-1990's when City Hall moved to the renovated Showers Building, the building on East 3rd was renovated to house the Bloomington Police Department.

LOCATION

The location on East 3rd is centrally located in the City and allows quick access to all directions.



BLOOMINGTON P.D. HEADQUARTERS
IN CFC SHOWERS

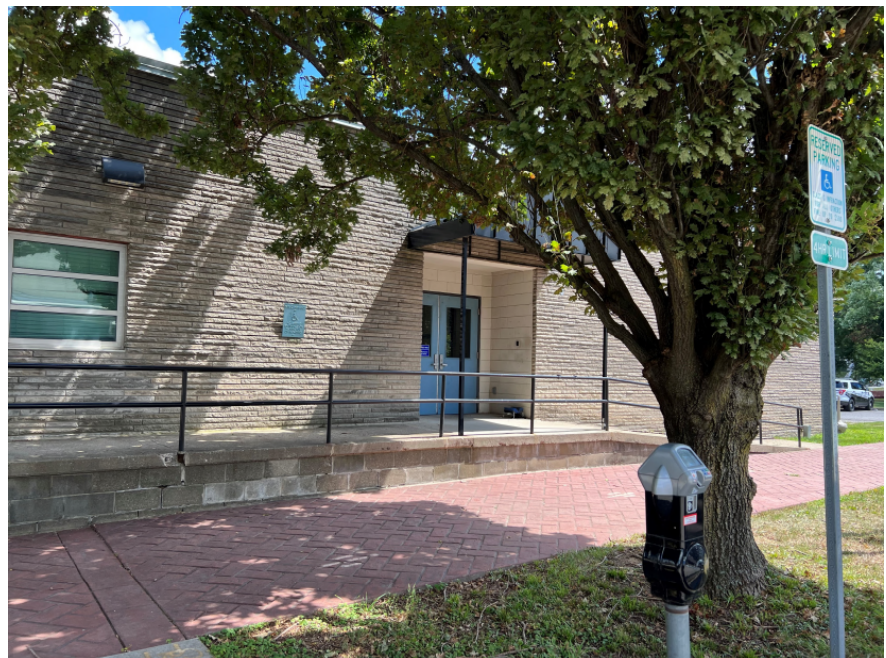
REVIEW OF EXISTING HEADQUARTERS BUILDING

BUILDING ENTRANCES

The building has a prominent public face and entrance along East 3rd. Officer/staff entrances are located on the west and south sides of the building.



FRONT ENTRY (PUBLIC) RAMP



WEST (STAFF) ENTRANCE

BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING HEADQUARTERS BUILDING

SITE

The site contains approximately fifty-five (55) officer and fleet parking spaces along with sixteen (16) public parking spaces. There are approximately six (6) additional street spots allocated to the police department. The two entrances to the officer and fleet parking lot have been problematic with the public using the drive lane as a cut through street.



STAFF/FLEET PARKING LOT



PARKING AND REAR (STAFF) ENTRIES

BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING HEADQUARTERS BUILDING

INTERIOR LAYOUT & AESTHETICS

The interior layout of the main floor has been modified over time. The patrol area is awkwardly arranged. There is a lack of general and detective office space in the building. The records area is undersized. The basement flooded in June 2021 and was only recently reconstructed as useful program space. Water problems in the basement have been ongoing.



PUBLIC WAITING AREA



24/7 PUBLIC SERVICE WINDOW

BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING HEADQUARTERS BUILDING

INTERIOR LAYOUT & AESTHETICS

The ceilings are low, the existing fluorescent lighting is dim and there are very few windows (less than 5 in the building). Most of the interior partition walls are painted masonry block.



WORKROOM



LOCKER ROOM (POST FLOOD)

BLOOMINGTON P.D. HEADQUARTERS
IN CFC SHOWERS

REVIEW OF EXISTING HEADQUARTERS BUILDING



TRAINING ROOM



INTERNAL CIRCULATION

REVIEW OF
CFC SHOWERS
BUILDING

BLOOMINGTON P.D. HEADQUARTERS
IN CFC SHOWERS

REVIEW OF EXISTING CFC SHOWERS BUILDING

The Showers Building is located NW of the Bloomington Courthouse Square in downtown Bloomington. The building was renovated in the mid-1990's and was divided into three properties at that time, consisting of Bloomington City Hall, Monroe County Building and CFC Showers.

CFC Showers Building



BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING CFC SHOWERS BUILDING

BUILDING HISTORY AND STRUCTURE

The building was originally constructed in 1910 as a furniture factory and features a brick façade with a sawtooth roof structure which provides natural light to the interior of the building. The heavy timber floor and roof frame were reinforced with steel framing in the mid-1990's renovation project.

Southwest Entrance Atrium



BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING CFC SHOWERS BUILDING

CURRENT USE

The CFC Showers Building has been used as leasable office suites. There are seven (7) entrances to the building. Some of the entrances lead directly into office suites and some are access points to the shared hall and atrium spaces or stairs.

Exterior walls within the office suites have been furred out with additional framing and insulated. Interior partitions are primarily framed with drywall. Ceilings at the lower level are suspended acoustical tile. Ceilings at the upper level are open to the sawtooth structure with roof monitor windows.

There are many glazed openings between the suites and circulation areas which contribute to the lively atmosphere and abundant daylight in the building.

Building Entrances



Interior Circulation with Roof Monitors

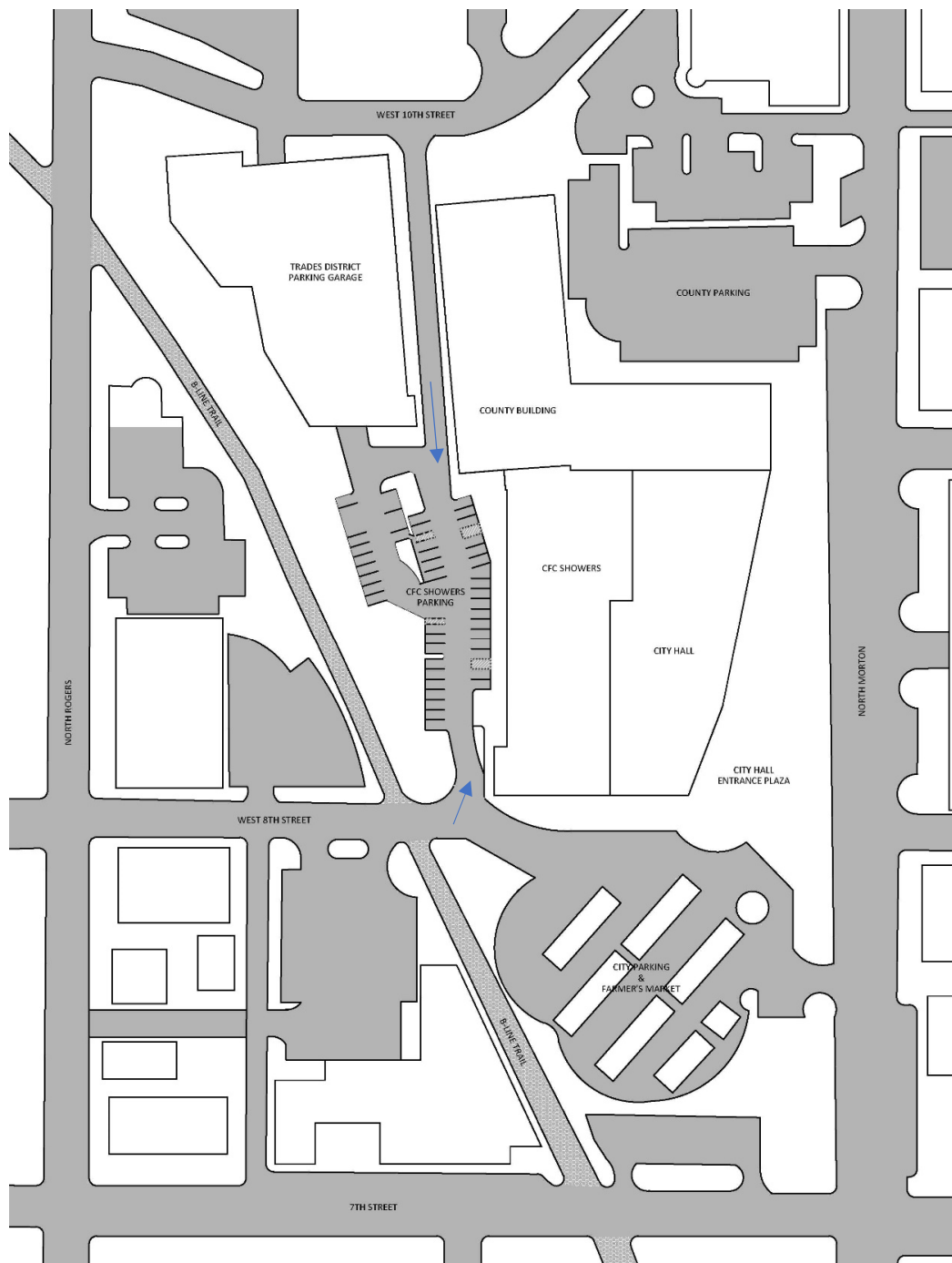


BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING CFC SHOWERS BUILDING

ACCESS to SITE

The CFC Showers property is accessed from West 8th Street or West 10th Street on the east side of Rogers Street. The B-Line Trail runs diagonally between the access points, crossing West 8th Street and Rogers Street south of West 10th Street.



BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

REVIEW OF EXISTING CFC SHOWERS BUILDING

View of CFC Parking Lot



PARKING

The existing parking lot to the west of the building on the CFC site contains 49 parking spaces. The new City of Bloomington Trades District parking garage is to the north of the CFC Showers parking lot with access directly from the CFC lot and off of West 10th Street.

The existing parking lot to the south of the building serves City Hall employees and guests.

Bloomington Community Farmer's Market



FARMER'S MARKET AND EVENTS

The Bloomington Community Farmer's Market is held in the City Hall parking lot directly south of the CFC Showers building. The farmer's market is every Saturday from 8am-1pm from April through October. A Holiday Market is also held on the Saturday of Thanksgiving weekend. In the past, Taste of Bloomington, which celebrates Bloomington's dining offerings has also been held in the City Hall parking lot.

Entrance to CFC Site from West 8th Street



BLOOMINGTON P.D. HEADQUARTERS
IN CFC SHOWERS

REVIEW OF EXISTING CFC SHOWERS BUILDING

INTERIOR ENVIRONMENT

The interior of the CFC Showers building features two (2) 2-story atriums and ample natural daylight at the upper floor areas through the monitor windows on the sawtooth roof. The building is divided into suites with main circulation halls stacked on both levels.

The punched openings on the south and west exterior walls provide daylight on both levels.



P R E L I M I N A R Y
R E V I E W O F
B U I L D I N G C O D E
F O R P O L I C E S T A T I O N

BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

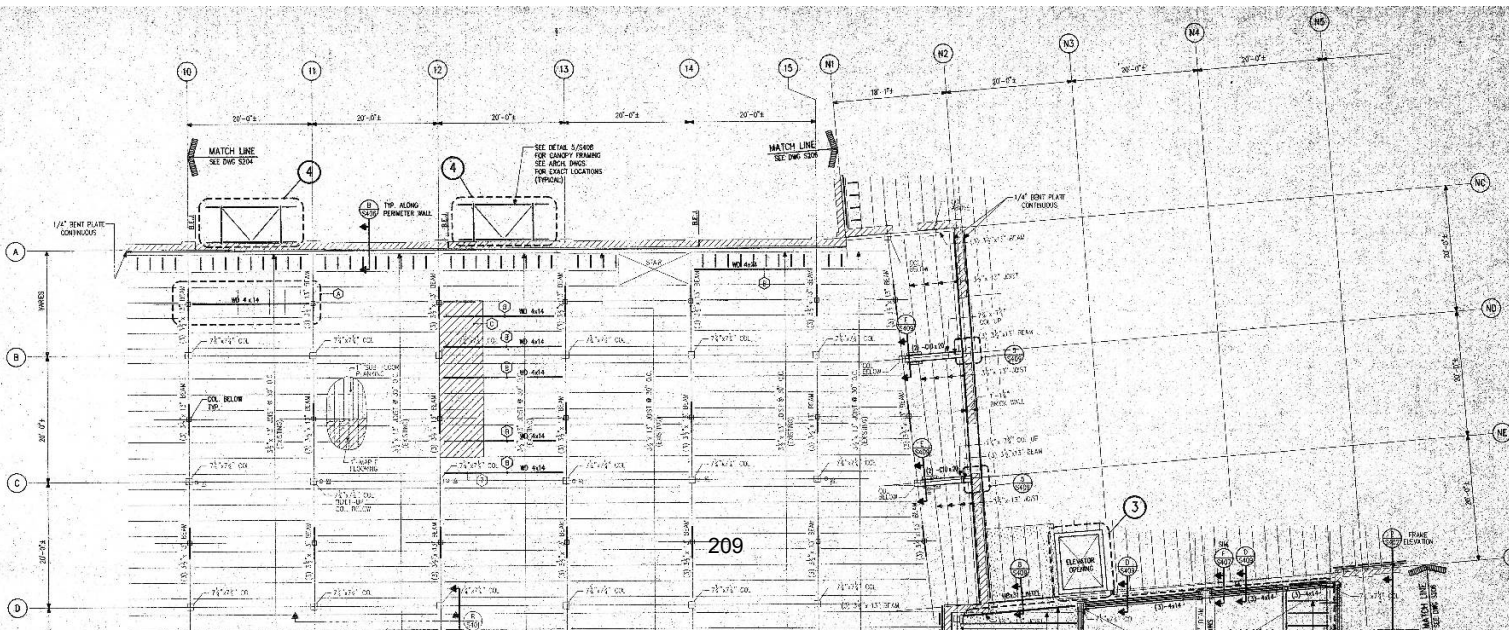
PRELIMINARY REVIEW OF BUILDING CODE

OCCUPANCY and BUILDING RISK CATEGORY

Under the adopted 2014 Indiana Building Code, a police station is considered the same occupancy type as the existing office use in the building. Both are considered a "B/Business occupancy so there is no "change of use" that would have required the building be brought up to current building code requirements for the new use.

The construction of a new police station, or a "change of use" renovation for a police station would necessitate that the building meet the requirements of Table 1604.5 "Risk Category of Buildings" in the adopted 2014 Indiana building code. Police Stations in that table are identified as "essential facilities" which need to meet higher structural standards to ensure their strength in the event of a seismic, wind or snow event. The state of Indiana does not require that a non-change of use for occupancy meet the Building Risk Category for the new use. Reference Exhibit A, email from Craig Burgess, Indiana State Building Commissioner, clarifying this issue.

When asked by the City Legal Department if the building could possibly be retrofitted for Building Risk Category 4, a preliminary review was conducted by Bill Horton of Fink, Roberts and Petrie (FRP). Mr. Horton had access to the mid-1990's structural design and borings reports as FRP was the structural engineer for the renovation project at that time. In reviewing the documents and reaching out to the geotechnical engineer firm that had worked on the mid-1990's renovation, he concluded that it was likely that the building would be able to meet Risk Category 4 as it pertains to snow and wind load without extensive alterations. However, the seismic requirements could not likely be met. This is due to two requirements for Risk Category 4: 1) the soil borings showing that the rock depth below the building foundation is greater than 10-feet along the south end of the CFC Showers building, and 2) the unreinforced masonry walls at the building exterior are not allowed. Reference Exhibit B, Bill Horton's letter to Jayne York dated 9/15/22, as well as Exhibit C, email from Tom Struewing of Atlas to Bill Horton.



FEASIBILITY STUDY
FOR BLOOMINGTON
PD IN CFC SHOWERS

BLOOMINGTON P.D. HEADQUARTERS
IN CFC SHOWERS

PUBLIC SAFETY FEASIBILITY STUDY FOR BLOOMINGTON POLICE DEPARTMENT HQ IN CFC SHOWERS

KAESTLE BOOS
associates, inc

PUBLIC SAFETY FEASIBILITY STUDY FOR CFC SHOWERS

Kaestle Boos Associates is an architectural firm with offices in Massachusetts and Connecticut. Their extensive public safety building portfolio includes public safety buildings, police stations, and fire departments. Kaestle Boos Associates provided the Feasibility Study for the Bloomington Police Department relocation to CFC Showers.

ARCHITECT'S REPORT

BLOOMINGTON POLICE DEPARTMENT CFC SHOWERS BUILDING RENOVATION

Bloomington, IN

KBA #

Prepared by: Todd M. Costa

Date: October 24, 2022

Page: 1 of 4

Note: These notes represent the thoughts of the author and do not represent an conclusions or recommendation that are the product of a thorough evaluation of the facility or analysis of the Department's operational and space needs.

Standards for Evaluation:

Kaestle Boos Associates' (KBA) evaluation of the CFC Showers Building (CSB) for use by the Bloomington Police Department (BPD) is based on a number of factors including: a working knowledge of police department operations, recommended guidelines for designing police stations as established by the International Association of Chiefs of Police (IACP), the National Fire Protection Association (NFPA) – 1221 recommendations for essential facilities and communications facilities, The Commission on Accreditation for Law Enforcement Agencies (CALEA) standards for department operations, as well as best practice for department operations.

Site Evaluation:

The existing CSB is located on a site of approximately 60,000 sf or 1.37 acres at 320 W. 8th Street. It is situated West of N. Morton Street, East of N. Rogers Street, South of W. 10th Street and North of W. 8th Street. The B-Line Trail bisects the city block. The Bloomington Community Farmers Market also takes place in the plaza to the South of the building; this plaza includes public parking for access to City Hall and the Police Department. The farmers market occurs on a weekly basis between 8am – 1pm every Saturday from April to October.

Adding the BPD as a tenant to the CSB will require modifications to the site in order to provide optimal operations and security. To begin with KBA recommends the addition of perimeter fencing around the site and around the 49 spaces that will be designated to meet parking requirements for daily operations of the BPD. As the surface parking located to the West of the CSB is less than the parking requirements for the department's daily operations it is also recommended that a portion of the parking garage on the main level be designated for BPD use only and secured. The addition of perimeter security fencing is recommended to increase safety for members of the BPD as well as to protect city assets against vandalism.

Two points of egress for emergency vehicles from any public safety site is a minimum requirement for safe and effective operations. The CSB site does provide the minimum two access points, however safety and security will require careful planning during the months the plaza is utilized by the Farmers Market.

The glass box entry lobby at the Southwest corner of the building provides a safe entry point for members of the community seeking to conduct business with the BPD. The elevated concrete walkway provides a level of passive security for the building that will guard against accidental or intentional vehicle penetration into the building. The same elevated sidewalk design provides blast protection for the building as recommended by NFPA – 1221, by providing both a horizontal and vertical separation between the glass entry and the proximity of vehicular access.

General Building Evaluation:

The CSB was originally constructed in 1910 as a factory. It was renovated in the mid-1990s and divided into 3 sections: Bloomington City Hall, Monroe County offices, and leasable office space for the developer. The portion of the CSB being evaluated for the BPD is located on the Southwest side of the building and consists of 64,000

ARCHITECT'S REPORT

**BLOOMINGTON POLICE DEPARTMENT
CFC SHOWERS BUILDING RENOVATION**

Bloomington, IN

KBA #

Prepared by: Todd M. Costa

Date: October 24, 2022

Page: 2 of 4

Note: These notes represent the thoughts of the author and do not represent an conclusions or recommendation that are the product of a thorough evaluation of the facility or analysis of the Department's operational and space needs.

square feet spread out over 2 stories. The exterior envelope construction is double-wythe masonry, with furring and insulation added during the mid-1990s renovation. Large glass "mill style" windows are located on South side of the building, with smaller double hung windows placed in a regular rhythm along the west side of the building. The entry lobby is a 2-story glass volume located at the Southwest corner of the building. The north facing saw-tooth roof design brings a consistent amount of natural light into the building on the second level, and with the use of floor penetrations some of that light is brought to the main entry level as well.

The double-wythe exterior construction of the building provides a good level of ballistic protection, as recommended by the NFPA – 1221 standard, however, the windows are a weak point in the exterior wall system. Consideration should be given to the level and necessity of the ballistic rating of the windows. Ballistic rating of the existing historic windows can be achieved by placing ballistic glazing within the opening on the inside of the building. The double hung windows located on the west elevation of the building also require consideration for being operable windows. Many building occupants appreciate the use of operable windows, but within a police station these provide a breach of security and safety to the building's occupants, especially on the main level.

The building's mechanical systems will require modification and adjustment in order to accommodate the unique operations of the police department. The entire BPD mechanical system should remain on an independent system that is capable of being programmed to handle some areas of the building as a 24/7 operation, while other sections are 9-5 for 5 days a week. Additionally, within the police department there are operations that require independent mechanical systems. This requirement reduces risk for the occupants of the BPD, as well as to those of the City Hall and Monroe County offices. Specifically, the locker room for the officers of the BPD requires ventilation of police specific lockers. Increased exhaust demands of a locker room are code requirements, but more importantly the locker room is used by officers to store their gear after a full day's work in any kind of weather. This is important, as rainy days as well as hot humid days produce an increased amount of moisture that is imperative to remove to maximize the life of the department's investments to the fullest extent possible. Equipment like body armor, firearms and radios are typically stored within the locker room and can be adversely affected by prolonged exposure to moisture. Next, CALEA has specific requirements for the handling and processing of evidence within the building. While most of the requirements are operational or procedural in nature, the building will need to support these procedures and conform to the strict requirements for maintaining evidence as established by state and federal mandates. Some evidence is required to be maintained indefinitely. The different types of evidence being stored also have slightly different requirements. Paper documents and firearms require conditioned air at specific moisture levels to preserve them. Drug evidence requires a high level of independent exhaust, both to avoid circulating smells and to eliminate the risk of more volatile substances being circulated throughout the building and shutting down BPD operations. Finally, the report writing area as well as the evidence processing area require independent mechanical system and exhaust. Much like the drug storage area, the report writing and evidence processing areas are locations where the handling of some drug evidence can potentially expose the room and building's occupants to higher levels or risk. To minimize that risk these rooms should be independently conditioned and at a higher level of exhaust than those rooms adjacent, by

A R C H I T E C T ' S R E P O R T

**BLOOMINGTON POLICE DEPARTMENT
CFC SHOWERS BUILDING RENOVATION**

Bloomington, IN

KBA #

Prepared by: Todd M. Costa

Date: October 24, 2022

Page: 3 of 4

Note: These notes represent the thoughts of the author and do not represent an conclusions or recommendation that are the product of a thorough evaluation of the facility or analysis of the Department's operational and space needs.

doing this the room operates under negative pressure, keeping the potential risk from spreading through the mechanical system to the rest of the building.

The building's electrical service should also be separated, and the main distribution equipment located within a secure area of BPD operations. This simplifies operations of the electrical system as well as the addition of an emergency generator that conforms to the national electrical code requirements of Critical Operations Power Systems (COPS). It is recommended that the COPS generator have an independent, locally stored, fuel source in sufficient quantities to permit the operations of the entire station for at least 72 hours. Meeting the COPS requirement allows the department to operate at full capacity during emergency events that have taken utility service offline for an extended period of time.

Ground Level:

The interior ground level of CSB appears to be constructed of metal studs covered with a layer of gypsum wall board on each side. These partitions compartmentalize the building area into office suites and restroom facilities for the current building occupants. It is unclear at this time if the wall construction used for these partitions holds any level of sound control to limit the transmission of noise and conversations between adjoining offices. This type of wall construction will not support the CALEA recommendations for the evidence areas, PD spaces adjacent to other tenants, interview rooms, and any office area that may adjoin spaces regularly accessed by members of the public. As mentioned in the general building section of this report, the special ventilation requirements of report writing, evidence processing and storage, and the locker room will require partition walls to extend and seal to the underside of the structure above in order to achieve the recommended ventilation requirements.

Interior partitions that adjoin adjacent tenants and the public lobby space will be required to be filled with soundproof insulation eliminating the transmission of sound, and the installation of ballistic wall protection panels from floor to underside of structure above to reduce any attack risks. Organizations such as IACP, NFPA, and the Department of Homeland Security recommend the use of blast protection for public safety departments. Through careful collaboration and consideration with BPD, the design team will determine what level of blast protection is required for this project.

Upper Level:

The interior upper level of CSB appears to be constructed of metal studs covered with a single layer of gypsum wall board on each side, consistent with the ground level. As with the ground level these partitions compartmentalize the area into office suites. These may be possible for the department to utilize in their current configuration. Further exploration of the arrangement of the offices will determine how much reconfiguration of the existing walls will be required to accommodate the operations of the BPD. The sawtooth roof design allows for the use of natural light well into the building, but the extension of the interior soundproof partitions to the underside of the roof is a requirement to make certain important and confidential conversations are controlled

A R C H I T E C T ' S R E P O R T

**BLOOMINGTON POLICE DEPARTMENT
CFC SHOWERS BUILDING RENOVATION**

Bloomington, IN

KBA #

Prepared by: Todd M. Costa

Date: October 24, 2022

Page: 4 of 4

Note: These notes represent the thoughts of the author and do not represent an conclusions or recommendation that are the product of a thorough evaluation of the facility or analysis of the Department's operational and space needs.

between offices, public areas and adjacent building tenants. Finally, like the ground level, ballistic treatment to partitions that separate BPD from adjacent tenants and the public lobby should extend to above the ceiling. Thorough and careful consideration with BPS will be necessary for the implementation of blast protection requirements on the upper level.

Jayne York

From: Burgess, Craig <CBurgess@dhs.IN.gov>
Sent: Wednesday, August 17, 2022 11:33 AM
To: Jayne York
Cc: Burgess, Craig
Subject: RE: Risk Category Requirements in Renovations

As I told Mr. Larue yesterday, I don't know of any regulation that requires upgrading an existing building to a higher risk category if the project does not include a change of occupancy group or subgroup.

It's true that the current Indiana Building Code says that police stations must be Risk Category IV, but the GAR's 12-4-11(a) and (b) prevent the IBC from ever coming into play on the question of updating or upgrading the existing structure, unless the proposed occupancy group or subgroup represents a change from the existing classification. Occupancy Group B has no subgroups, so the general office that was a B remains a B when it becomes a police station (note that even in existing buildings, new construction must always comply with the current codes).

If people are concerned about this, keep in mind that the codes represent only the minimum standard to which we have to build. Everyone is free to exceed them if they wish.

Craig E. Burgess AIA CPE CBI LEED AP
 Indiana State Building Commissioner
 Indiana Department of Homeland Security
 302 W Washington St., Room E241
 Indianapolis, IN 46204-2739
 317.232.2222



From: Jayne York <jayne@springpointarchitects.com>
Sent: Tuesday, August 16, 2022 4:55 PM
To: Burgess, Craig <CBurgess@dhs.IN.gov>
Subject: Risk Category Requirements in Renovations

****** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ******

Mr. Burgess,

I believe our County Building Commissioner, Robert Larue, has also inquired about this issue as we discussed it yesterday. We are looking for information on whether a renovation project is required to meet the structural requirements (IBC Chapter 16) for a higher Risk Category when there isn't a "change of use/occupancy".

In this particular case we will be putting together a feasibility study to examine an existing building currently containing office lease space being converted into a police department (remains B occupancy). A new police building would be considered Risk Category 4.



Structural Engineers

FINK ROBERTS & PETRIE, INC.

Established in 1944

3535 East 96th Street
Suite 126
Indianapolis, Indiana 46240

<http://www.frpinc.com>

317-872-8400 Telephone
317-876-2408 Fax

September 15, 2022

Ms. Jayne York
Springpoint Architects, PC
PO Box 1117
Bloomington, IN 47402

Re: CFC Showers

Dear Jayne:

We have reviewed the existing Showers Building for the possibility of changing the building risk category to Risk Category IV. The Showers Building is an existing wood and masonry building that was first construction in 1910 and underwent a renovation in the 1990's.

Original existing documents are not available for the building. The 1992 renovation project used field investigation of the existing structure as the basis for the structural work. Drawings and calculations for the 1992 project were found in our archives.

Building Risk Category IV requires additional structural capacity and detailing above that required for a typical office building, which would be Building Risk Category II. The basic additional provisions are a slightly higher wind speed requirement, a higher importance factor on snow and seismic loading and a more stringent requirement for seismic design category. An exhaustive design analysis was not completed for the building at this time, but preliminary review of the existing information available suggests that it is likely the structure would meet the additional requirements for wind and snow. The seismic design requirements, however, do not appear that they can be met without extensive structural rehabilitation.

A review of the information indicates that a Risk Category IV classification would require the structure to conform to Seismic Design Category C. The unreinforced masonry walls that make up the majority of the buildings lateral load resisting system are not allowed in Seismic Design Category C. It is also unlikely that the wood diaphragm would meet all the requirements of Design Category C.

If the soil profile at the site could be classified as a Soil Class B for rock rather than Soil Class C, then the seismic design category would change to Seismic Design Category A for a Risk Category IV structure. The existing building would likely meet these requirements. A review with two geotechnical firms indicated that additional soil testing (a shear wave velocity test) may find soils indicative of soil class of B which is a rock profile. However, the code has an additional stipulation that a Soil Class B cannot be used if there is more than ten feet of soil between the bottom of the footings and the rock surface.



Ms. Jayne York
Springpoint Architects, PC
September 15, 2022
Re: CFC Showers
Page 2

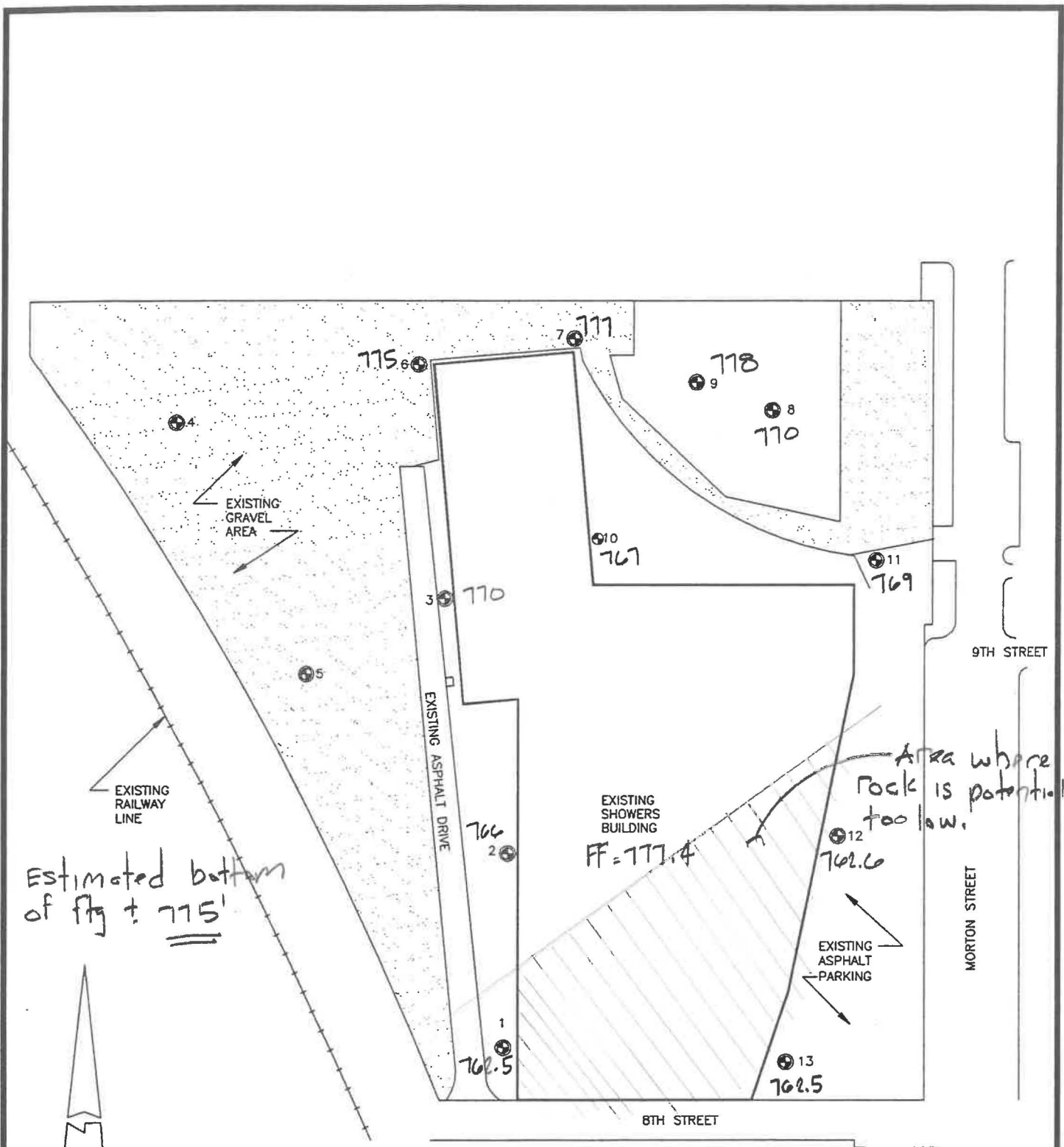
A review of the soil borings that were completed in 1992 indicates that the footings in the south portion of the building would have more than ten feet of soil between bottom of footing and rock elevation (a plan of borings is included). Based on this information it does not seem feasible that the building could be assigned to a Risk Category IV for the structure without extensive additional analysis and retrofit.

Should you have any additional questions concerning this matter, please contact our office.

Sincerely,

A handwritten signature in black ink, which appears to read "William G. Horton". The signature is fluid and cursive.

William G. Horton, S.E., R.A., LEEP AP
President



Estimated bottom
of fly ± 775'

Area where
rock is potentially
too low.

Lowest allowable rock elevation for seismic soil class B = ±765'

BORING PLAN
 PROPOSED SHOWERS BUILDING
 RESEARCH AND OFFICE PARK CENTER
 BLOOMINGTON, INDIANA

PROJECT NO.
 21-03-92-00066

SCALE
 1" = 100'

FIGURE NO.
 2



Jayne York

From: Bill Horton <whorton@frpinc.com>
Sent: Tuesday, September 6, 2022 9:38 AM
To: Jayne York
Subject: Showers building Geotech

Jayne,

Enclosed is an email from Tom Struewing at Atlas (they are a continuation of what was ATEC who did the original report in 1992).

He took some time to review the original report and it isn't that promising although he does suggest a path that might lead to a site class B with additional testing, but of course it may not.

Bill,

Using the data presented in the report that Mark Carlson and Dave Warder generated back in 1992 (two very reliable engineers I might add), it appears that the following characteristics exist:

1. Finish Floor is at El 778.0. This appears to be reasonably well confirmed based upon Google Earth estimates with the asphalt pavement being estimated at about EL 777 to 778 outside the west building entrance where the pavement is only curb height below finish floor. This would need to be confirmed based upon actual survey but appears to be reasonable accurate.
2. The footings that were investigated bear approximately 1.5 ft to 4.0 ft below finish floor elevation. It would be reasonable to assume that typical interior footing bearing depths (bottom of footings) are likely 2 ft to 2.5 ft below finish floor elevation. Thus the interior footings likely bear at about El 776 to El 775.5 +/-.
3. The bedrock surface generally varies from about El 762.2 at the SE corner to about El 778.6 at the North end. However, most of the SE part of the building appears to have bedrock surface below El 763, and in most of the building area the bedrock is below about El 772.
4. Most of the existing footings likely bear on some thickness of soil, except perhaps at the far north end of the building. In the SE part of the building, the thickness of soil between bottom of footing and top of bedrock appears to be approximately 12 to 13 ft. +/-.
5. ASCE 7-10, Chapter 20, Section 20.1, states that Site Class B shall not be used if there is more than 10 ft of soil between the bottom of footing and bedrock.

Based upon this information, the site would be assigned Site Class C. Even if the measured shear wave velocity for the upper 100 ft was calculated to be greater than 2,500 ft./sec. taking into account the upper soil layer, it would not be possible to override the simple and direct criteria described in Item No. 5 above. It is also possible that even if it could be reasonably concluded that less than 10 ft of soil exists at all footing locations, the measured shear wave velocity in the upper 100 ft may not exceed 2,500 ft./sec. due to factoring in the upper soils that might have a shear wave velocity of about 800 ft./sec. which could drag down the much higher shear wave velocities of the deeper rock (the formula is not a straight average, but rather a weighted average that applies much more weight to a lower value since the thickness is divided by the shear wave velocity and summed in the denominator).

The only option that I can see that could result in concluding that this is Site Class B is:

1. Making excavations at the existing footing locations (inside the building) to determine whether the footings in the SE part of the building can reasonably concluded that less than 10 ft of soil exists below the bottom of footing and the bedrock surface.

2. Perform shear wave velocity testing to estimate the weighted shear wave velocity in the upper 100 ft to determine whether it exceeds 2,500 ft/sec., including the thickness of soil that exists between footing and rock. As I mentioned earlier, it seems clear to me that Site Class B and A are intended to be for footings bearing on competent, massive bedrock, with virtually no amplification of ground motions due to less stiff soil. Site Class B is the basis or baseline site class and has amplification factors of 1.0 and based on characteristics of ground motions of only rock, no soil. The code may be somewhat generous in allowing the 10 ft of soil. If the footings were all bearing on bedrock, the site would be classified as Site Class B. However, even if all footings could be reasonably assumed to have 10 ft or less of soil, the shear wave velocity testing would need to be performed to determine the actual site class.

If the desire is to push ahead, the owner can retain a contractor to determine bearing depth below finish floor for footings in the SE part of the building. If it can be reasonably concluded that less than 10 ft of soil exists between bottoms of footings and top of bedrock, then shear wave velocity testing could be performed. A variation of this would be that if the shear wave velocity testing shows site class B with up to 10 ft of soil, then the footings in the SE part could be underpinned in some fashion to result in less than 10 ft of soil.

Obviously, this is not going to be completed by the end of September. Also, it is not possible to just ignore a clear and simple requirement of the code that appears to actually be a generous concession to the overarching concepts of the amplification or attenuation of the ground motions.

We can perform the shear wave velocity testing if it goes that far, but the assessment of the thickness of soil between bottom of footing and top of rock is a massive adventure that we would expect the owner to contract and arrange for.

Tom Struewing
Principal Engineer



7988 Centerpoint Drive, Suite 100
Indianapolis, IN 46256
O: 317.579.4006 | C: 317.439.7885
OneAtlas.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)



ENR #13 Top Construction Management Firm
ENR #8 Top Environmental Management Firm
ENR #44 Top Program Management Firm

Apparently its not just about getting a site class B but also at what elevation the rock is relative to the actual ftgs. So there may be additional testing required within the building. I would think if that was to be done we could rationalize checking a representative number of footings and not every column location.

I have reached out to another testing company to see about a timeline for the shear wave velocity testing. Then the question is should some preliminary borings inside the building be done first to verify we meet the less than 10 ft of soil requirement before you even spend the money on soil testing.

As far as wind and snow changes go I was able to dig up some of our calculations from the 1992 project which would help in that analysis. The additional requirements are not that great and I don't think it would be an issue meeting the requirements for wind and snow. I would take a little time to determine the code load and compare it to what was used in 1992 but likely you could rationalize that. The Seismic issue is the main one.

I'll let you know if I get a timeline for potential soil testing.

Bill.

FINK ROBERTS & PETRIE, INC.



STRUCTURAL ENGINEERS

William Horton, SE, RA

President

3535 East 96th Street, Suite 126
Indianapolis, IN 46240

O: 317.872.8400 | D: 317.671.7111

M: 317.443.9047 | whorton@frpinc.com

Fink Roberts & Petrie, Inc | 3535 East 96th Street, Ste. 126 | Indianapolis, IN 46240 | (317) 872-8400 ph | (317) 876-2408 fax

Confidentiality Notice: All contents of this email and any attachments may contain confidential or proprietary information and is intended solely for the recipient(s) identified above and should not be opened, read or utilized by any other party. If you have received this email in error, please notify the sender immediately and destroy all copies of the message.



City of Bloomington, IN

October 7, 2022

Public Safety Facility Space Needs Assessment

KAESTLE BOOS
 associates, inc

Area/Room Title	Rm. Type	Occup's	No. of Rms	Rm. Area	Subtotal	Total
-----------------	----------	---------	------------	----------	----------	-------

Public

Lobby Area

Vestibule	13.2	0	1	80 sf	80 sf	
Lobby/Waiting	13.1	8	1	400 sf	400 sf	
Public Toilets	7.3	0	2	160 sf	320 sf	
Safe Room / Interview	6.6	2-3	1	100 sf	100 sf	
Background Check / interview (prints)	6.6	2	1	100 sf	100 sf	
Public Lobby Area Total:					1000 sf	

Command / Administration / Support

Command

Admin. Assistant	1.3	1	1	130 sf	130 sf	
Visitor Waiting	6.1	2	1	30 sf	30 sf	
Office Mgr.	1.3	1	1	130 sf	130 sf	
Secure File Area	6.3	0	1	40 sf	40 sf	
Chief's Office	1.8	1	1	250 sf	250 sf	
Deputy Chief's Office	1.6	1	1	200 sf	200 sf	
Captain of Administration	1.5	1	2	175 sf	350 sf	
Captin of Operations	1.5	1	2	175 sf	350 sf	
Conference Room	3.2	12	1	300 sf	300 sf	
Coffee Area	6.1	0	1	15 sf	15 sf	
Command Total:					1795 sf	

Administration

Admin. Sergeant	1.3	1	1	130 sf	130 sf	
Director of Civilian Operations	1.4	1	1	150 sf	150 sf	
Public Engagement (Calea)	1.3	1	1	130 sf	130 sf	
Clerical	2.2	3	1	225 sf	225 sf	
CAD/RMS Coordinator	1.2	1	1	120 sf	120 sf	
General Files	6.5	0	1	80 sf	80 sf	
Department Supplies	6.1	0	1	15 sf	15 sf	
Administration Total:					850 sf	

Information Technology

IT Staff Workroom	1.2	1	1	120 sf	120 sf	
Testing/Burn-in/Parts area	6.4	0	1	60 sf	60 sf	
Computer Network Equipment Room	14.1	0	1	250 sf	250 sf	
Radio Equipment Room	6.6	0	1	100 sf	100 sf	
IDF Closets	6.2	0	2	25 sf	50 sf	
IT Support Total:					580 sf	



City of Bloomington, IN

October 7, 2022

Public Safety Facility Space Needs Assessment

KAESTLE BOOS
associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
-----------------	----------	---------	-----------	----------	----------	-------

Records/Data Processing

Public Information Counter	6.3	1	1	40 sf	40 sf	
Records Manager + Asst. Mgr	2.3	2	1	180 sf	180 sf	
Clerical Area (Data Input)	2.2	6 - 8	1	500 sf	500 sf	
Work Room	6.6	0	1	100 sf	100 sf	
Files (HD Sys)	6.9	0	1	200 sf	200 sf	
Department Supplies	6.2	0	1	25 sf	25 sf	

Records/Data Processing Total: 1045 sf

Dispatch Center

Dispatch Manager	1.3	1	1	130 sf	130 sf	
Training Coordinator	1.2	1	1	120 sf	120 sf	
Communications Positions	4.2	4	1	700 sf	700 sf	
Main Desk	6.5	1	1	80 sf	80 sf	
Supervisor's Office						
Lockers	8.1	10	1	25 sf	25 sf	
Unisex Toilet	7.1	1	1	65 sf	65 sf	
Break Room/area	13.3	2	1	80 sf	80 sf	
Equipment Room	6.9	0	1	200 sf	200 sf	
E-911 Equipment Room	6.3	0	1	40 sf	40 sf	

Communications Center Total: sf

Operations

Uniform Division Administration

Patrol Lieutenant's Offices	1.4	1	3	150 sf	450 sf	
Patrol Sergeants' Shared Office	2.3	3	4	270 sf	1080 sf	
Library	6.5	0	1	80 sf	80 sf	
Div.Supplies Storage Room	6.2	0	1	25 sf	25 sf	

Uniform Administration Total: 1635 sf

Patrol Operations

Roll Call (Squad) Room	3.1	30	1	600 sf	600 sf	
Mail+ Radio/Taser Storage/Checkout	6.2	0	1	25 sf	25 sf	
Report Preparation	3.4	10	1	350 sf	350 sf	

Patrol Operations Total: 975 sf



City of Bloomington, IN

October 7, 2022

Public Safety Facility Space Needs Assessment

KAESTLE BOOS
associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
-----------------	----------	---------	-----------	----------	----------	-------

Operations Support

Sr. Social Worker	1.3	1	1	130 sf	130 sf	
Social Workers (1 works w/Disatch)	2.3	4	1	360 sf	360 sf	
Data Analysis (Transit?)	2.3	2	1	180 sf	180 sf	
Public Engagement / CALEA	1.3	1	1	130 sf	130 sf	
Armory	6.6	0	1	100 sf	100 sf	
Armorsers	2.1	2	1	120 sf	120 sf	
Weapons Cleaning (2 Stations)	6.5	0	1	80 sf	80 sf	

Operations Support Total: 1100 sf

Detective Division

Det. Lieutenant's Office	1.4	1	1	150 sf	150 sf	
Det. Sergeant's Offices	1.3	1	3	130 sf	390 sf	
Detectives Work Space	2.3	8	1	720 sf	720 sf	
Clerical	1.1	1	1	100 sf	100 sf	
Interview Rooms	5.5	2	3	80 sf	240 sf	
SIU Sergeant's Office	1.3	1	1	130 sf	130 sf	
SIU Office	2.3	5	1	450 sf	450 sf	
Video Observation Room	6.4	0	1	60 sf	60 sf	
Equipment/Supplies Storage	6.3	0	1	40 sf	40 sf	

Investigative Division Total: 2280 sf

Evidence & Detainee Processing

Detainee Processing

Temporary Holding	5.1	3	1	75 sf	75 sf	
Detainee Toilet/Shower (Decon)	7.2	0	1	70 sf	70 sf	
Interrogation Room	5.1	3	1	75 sf	75 sf	
Non-status Offender Holding Room	10.1	1	1	60 sf	60 sf	

Prisoner Processing Total: 280 sf



City of Bloomington, IN

October 7, 2022

Public Safety Facility Space Needs Assessment

KAESTLE BOOS
associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
-----------------	----------	---------	-----------	----------	----------	-------

Evidence and Property

Crime Scene Equip. Storage	6.4	0	1	60 sf	60 sf	
Evidence Technicians	2.3	2	1	180 sf	180 sf	
Clerical	1.1	1	1	100 sf	100 sf	
Evidence Receiving (Pass-Through Lkrs)	6.4	0	1	60 sf	60 sf	
Evidence Drying Cabinet	6.1	0	1	15 sf	15 sf	
Evidence Processing Laboratory	6.7	0	1	120 sf	120 sf	
Evidence Storage	14.3	0	1	400 sf	400 sf	
Drug Room	6.5	0	1	80 sf	80 sf	
Weapons Room	6.6	0	1	100 sf	100 sf	
Valuables (Safe)	6.3	0	1	40 sf	40 sf	
Biological Evidence	6.5	0	1	80 sf	80 sf	
Found Property Holding	6.8	0	1	150 sf	150 sf	

Evidence and Property Total: 1385 sf

Staff Support

Training Facilities

Lg. Meeting/ Training Classroom	3.2	40	1	1000 sf	1000 sf	
Training Prop Storage	6.5	0	1	80 sf	80 sf	
Writing Table and Chair Storage	6.6	0	1	100 sf	100 sf	
Kitchenette	6.6	0	1	100 sf	100 sf	
Simulator	3.2	35	1	900 sf	900 sf	
Furniture Storage	6.4	0	1	60 sf	60 sf	
Wellness Center	14.7	0	1	800 sf	800 sf	
Equipment Storage	6.5	0	1	80 sf	80 sf	

Training Facilities Total: 3120 sf

Staff Facilities

Male Staff Locker Room	8.4	100	1	1650 sf	1650 sf	
Male Toilets	7.5	0	1	240 sf	240 sf	
Male Showers	9.1	4	1	120 sf	120 sf	
Female Locker Room	8.4	25	1	400 sf	400 sf	
Female Toilets	7.3	0	1	160 sf	160 sf	
Female Showers	9.1	2	1	60 sf	60 sf	
Civilian Staff Locker Room	8.4	12	1	180 sf	180 sf	
Break Room	3.2	12	1	300 sf	300 sf	
Vending Area	6.2	0	1	25 sf	25 sf	
Miscellaneous Toilets	7.2	0	4	70 sf	280 sf	

Staff Support Total: 3415 sf



City of Bloomington, IN

October 7, 2022

Public Safety Facility Space Needs Assessment

KAESTLE BOOS
associates, inc

Area/Room Title	Rm. Type	Occup's	No. of Rms	Rm. Area	Subtotal	Total
-----------------	----------	---------	------------	----------	----------	-------

Building Support Facilities

Storage

General Storage Room	14.1	0	1	250 sf	250 sf	
Supplies Storage	13.4	0	1	100 sf	100 sf	
					Storage Total:	350 sf

Facility Maintenance

Receiving	13.4	0	1	100 sf	100 sf	
Custodial Workroom	13.6	0	1	150 sf	150 sf	
Equipment Storage	13.3	0	1	80 sf	80 sf	
Custodial Closets	6.2	0	4	25 sf	100 sf	
					Facility Maintenance Total:	430 sf

Vertical Circulation

Stairs		0	4	225 sf	900 sf	
Elevator		0	1	100 sf	100 sf	
Elevator Machine Room		0	1	50 sf	50 sf	
					Vertical Circulation Total:	1050 sf

Building Services

Mechanical Room		0	1	300 sf	300 sf	
Sprinkler Equipment	6.8	0	1	150 sf	150 sf	
Electrical Room	6.9	0	1	200 sf	200 sf	
Emergency Electrical Room	6.5	0	1	80 sf	80 sf	
Emergency Generator		0	0	400 sf	0 sf	
Air Handling Equipment		0	1	500 sf	500 sf	
					Building Services Total:	1230 sf

Net to Gross Adjustment

Total Net Area					22,520 sf	
Net to Gross Adjustment (Net Area x 0.4)					9,100 sf	
Gross Area Total:					31,620 sf	

EXHIBIT E
BPD IN CFC SHOWERS:
MAIN FLOOR
PRELIMINARY LAYOUT

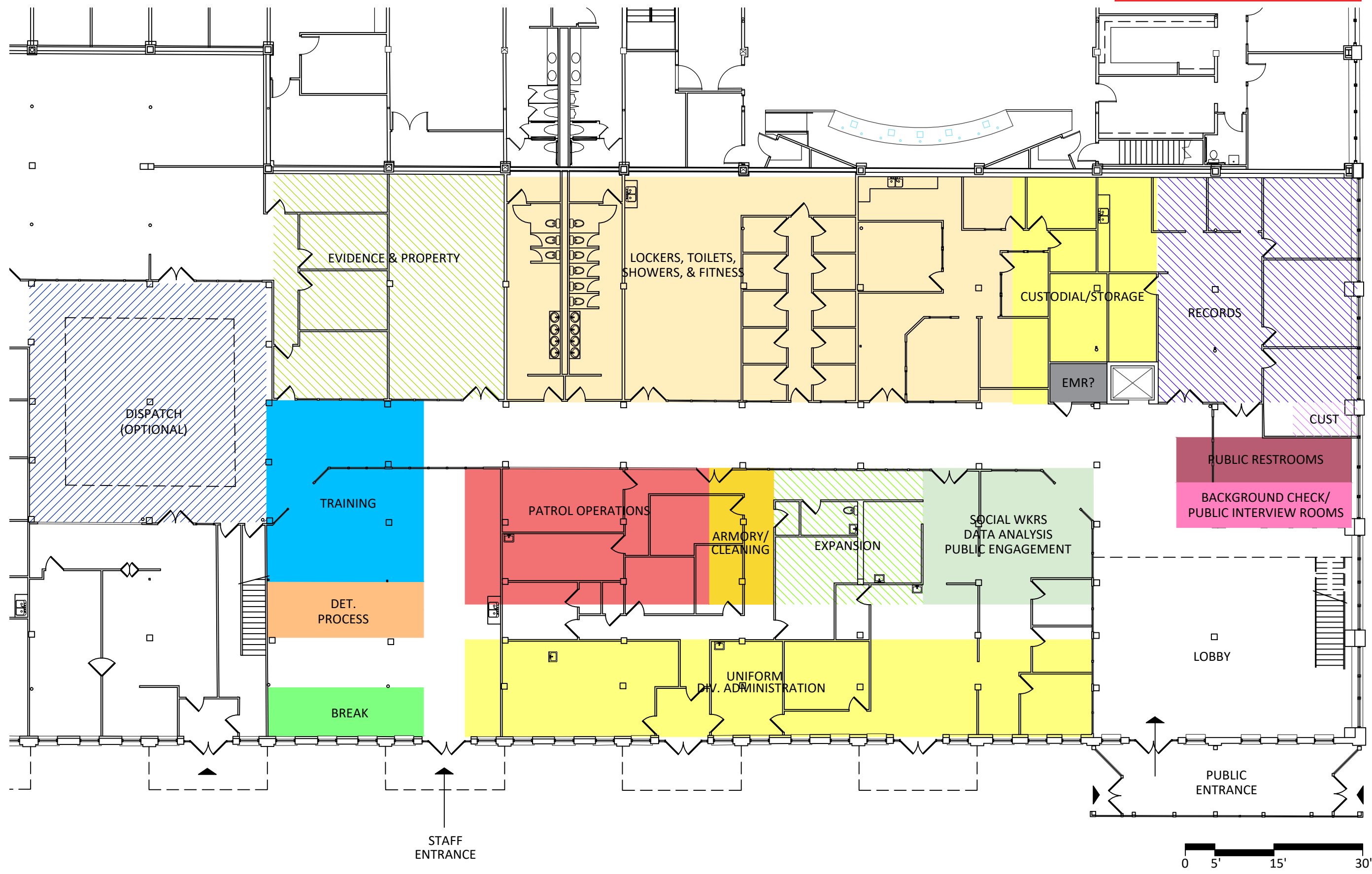
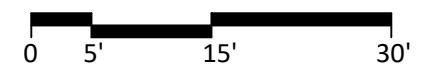
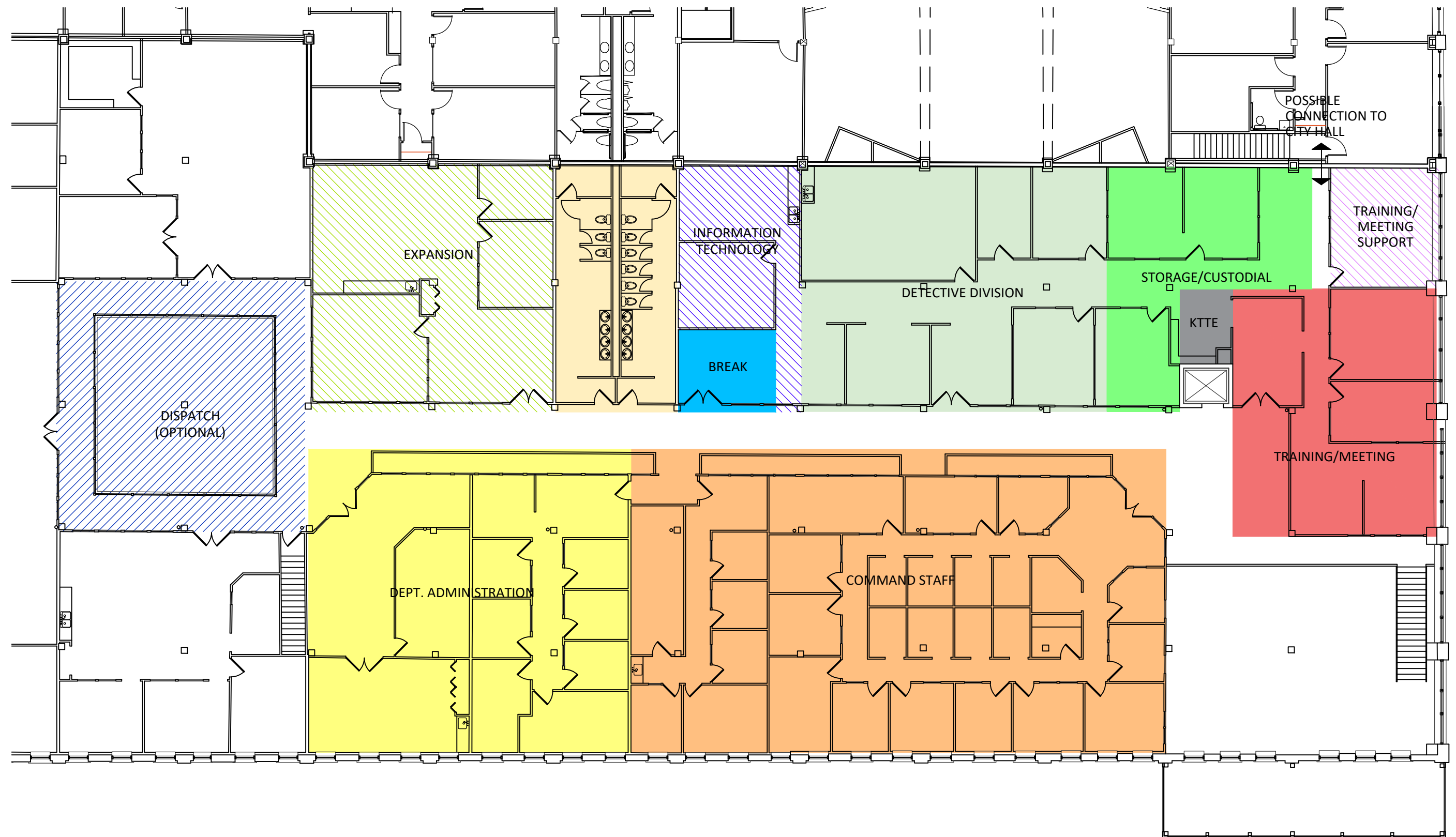


EXHIBIT E
BPD IN CFC SHOWERS:
UPPER FLOOR
PRELIMINARY LAYOUT





Bloomington Police Station

Conceptual OPC

20-Oct-22

KAESTLE BOOS
associates, inc

Description		Subtotal	Totals	Notes
<u>Sitework Costs:</u>				
Demo		\$25,000		
Abatement		\$0		
Site Development Main	Allow.	\$775,000		
			\$800,000	
<u>Renovation Costs:</u>				
* CF Showers Building	36,400 SF	\$12,012,000		
			\$12,812,000	
Design & Pricing Contingency	15%	\$1,922,000		
			\$14,734,000	
Escalation (to Q4 2023)	6.38%	\$940,000		
Probable Construction Cost (Summer, 202x):			\$15,674,000	
<u>Equipping Costs:</u>				
IT Equip.		\$364,000		
Network Equipment		\$125,000		
Computer Equipment		\$145,600		
Telephone Equipment		\$109,200		
Access Control / CCTV		\$691,600		
Audio Visual Equipment		\$473,200		
Comm. WorkStations		\$600,000		
Antenna Tower		\$120,000		Verify
Radio Communications Equip		\$400,400		Verify
Loose Equipment		\$182,000		
Simulator		\$130,000		
Furnishings, Furniture		\$436,800		
Escalation to Summer 2024	3.5%	\$132,000		
Probable Equipment Costs:			\$3,909,800	
<u>Owner's Indirect Costs:</u>				
Land Survey		\$25,000		
Moving Cost		\$50,000		
Traffic Study (if required)		\$20,000		
Arch. & Eng. Fees		\$1,958,000		
Reimbursables/Add Service Allowance		\$275,000		
Structural Peer Review		\$0		
Utility Backcharges	Allow.	\$70,000		
Reproduction / Miscellaneous		\$15,000		
Internet Based CA Management		\$0		
Legal / Advertising		\$10,000		
Material Testing		\$10,000		
Owner's Contingency (10% of All Costs)		\$2,200,000		
Probable Owner's Indirect Costs:			\$4,633,000	
Total Projected Project Cost:			\$24,216,800	Opinion of probable cost includes assumptions for equipment and services to be refined during project

* Dispatch is included

** No value has been included to change the existing structure to risk category 4

BLOOMINGTON POLICE AND FIRE DEPARTMENT ADMINISTRATION

12/2/22

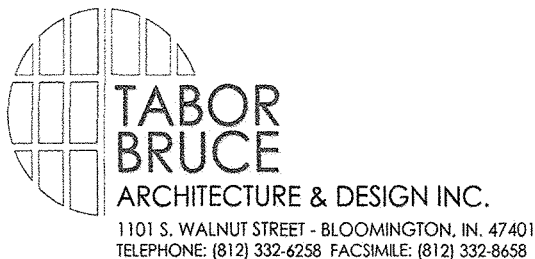
SUMMARY OF OPTIONS

	POLICE	FIRE	
CFC Showers Building purchase + renovation for Public Safety	\$ 21,771,823	\$ 1,716,913	\$ 23,488,735
Public Safety Building: Addition & renovation to BPD	\$ 21,661,300	\$ 3,611,450	\$ 25,272,750
Public Safety Building: New construction (includes \$3mm est. for land purchase)	see total	see total	\$ 31,519,300

	POLICE @ SHOWERS BUILDING			FIRE @ SHOWERS BUILDING			TOTAL	
	29,000 SF	Cost/SF		4,725 SF	Cost/SF			
Site Work Allowance		\$	200,000		\$	-		
New Construction	- SF	\$	-	- SF	\$	-		
Police - 2nd Flr Renovation - Light	7,241 SF	\$100	\$ 724,100	- SF	\$100	\$ -		
Police - 2nd Flr Renovation Heavy	5,445 SF	\$250	\$ 1,361,250	- SF	\$250	\$ -		
Police - 1st Flr Staff Facilities Renovation	4,000 SF	\$350	\$ 1,400,000	- SF	\$350	\$ -		
Police - 1st Flr Renovation - Light	5,124 SF	\$100	\$ 512,400	- SF	\$100	\$ -		
Police - 1st Flr Renovation - Heavy	7,076 SF	\$250	\$ 1,769,000	- SF	\$250	\$ -		
Fire - 1st Flr Renovation - Light	- SF	\$100	\$ -	3,150 SF	\$100	\$ 315,000		
Fire - 1st Flr Renovation - Heavy	- SF	\$250	\$ -	1,575 SF	\$250	\$ 393,750		
Connect to City Hall - 1st & 2nd Floor	700 SF	\$250	\$ 175,000	- SF	\$250	\$ -		
Generator		\$	1,000,000		\$	-		
Elevator	288 SF	\$	300,000	SF	\$	-		
Design Cont/Escalation		\$	550,000		\$	50,000	7%	
CONSTRUCTION SUBTOTAL			\$ 7,991,750			\$ 758,750	59%	
IT		\$	250,000		\$	10,000	wiring is above	
Security		\$	660,000		\$	15,000		
AV		\$	500,000		\$	5,000		
Antenna/Radio Comm		\$	200,000		\$	-		
Escalation		\$	130,000		\$	10,000	25%	
EQUIPMENT SUBTOTAL			\$ 1,740,000			\$ 40,000	3%	
Bond Costs/Fees		\$	250,000		\$	50,000		
Fees (AE, Owner's Rep, etc)		\$	1,654,398		\$	135,788		
Furn, Fixtures, Equip		\$	800,000		\$	200,000		
Relocation		\$	50,000		\$	15,000		
Owner's Contingency		\$	973,175		\$	79,875	10%	
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL			\$ 3,727,573			\$ 480,663	38%	
TOTAL without Bldg/Site Purchase			\$ 13,459,323			\$ 1,279,413		
TOTAL with Bldg/Site Purchase		\$	8,312,500	\$	21,771,823	\$ 437,500	\$ 1,716,913	\$ 23,488,735

	POLICE @ BPD WITH NEW ADDITION				FIRE @ BPD NEW ADDITION				TOTAL POLICE & FIRE
	30,000	SF	Cost/SF		5,000	SF	Cost/SF		
Site Work Allowance			\$	800,000					
Parking Level	5,000	SF	\$400	\$ 2,000,000	-	SF	\$400	\$ -	
New Construction	10,000	SF	\$500	\$ 5,000,000	5,000	SF	\$500	\$ 2,500,000	
Police - Basement Renovation - Light	-	SF	\$100	\$ -	-	SF	\$100	\$ -	
Police - Basement Renovation Heavy	10,000	SF	\$250	\$ 2,500,000	-	SF	\$250	\$ -	
Police - Main Flr Renovation - Light	-	SF	\$100	\$ -	-	SF	\$100	\$ -	
Police - Main Flr Renovation - Heavy	10,000	SF	\$250	\$ 2,500,000	-	SF	\$250	\$ -	
Fire - Main Flr Renovation - Light	-	SF	\$100	\$ -	-	SF	\$100	\$ -	
Fire - Main Flr Renovation - Heavy	-	SF	\$250	\$ -	-	SF	\$250	\$ -	
Connect to City Hall - 1st & 2nd Floor	-	SF	\$250	\$ -	-	SF	\$250	\$ -	
Generator			\$	800,000			\$	-	
Elevator	288	SF		\$ 300,000		SF		\$ -	
Design Cont/Escalation			\$	750,000			\$	50,000	
CONSTRUCTION SUBTOTAL				\$ 14,650,000				\$ 2,550,000	
									68%
IT			\$	250,000			\$	25,000	wiring is above
Security			\$	660,000			\$	35,000	wiring is above
AV			\$	500,000			\$	15,000	
Antenna/Radio Comm			\$	-			\$	-	
Escalation			\$	130,000			\$	10,000	12%
EQUIPMENT SUBTOTAL				\$ 1,540,000				\$ 85,000	2%
									7%
Bond Costs/Fees			\$	250,000			\$	50,000	
Fees (AE, Owner's Rep, etc)			\$	2,752,300			\$	447,950	
Furn, Fixtures, Equip			\$	800,000			\$	200,000	
Relocation			\$	50,000			\$	15,000	
Owner's Contingency			\$	1,619,000			\$	263,500	10%
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$ 5,471,300				\$ 976,450	27%
									25%
TOTAL without Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450	
TOTAL with Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450	
									@BPD
									\$ 25,272,750
									\$ 25,272,750

POLICE AND FIRE ADMIN FOR ALL NEW CONSTRUCTION					
	35,000	SF	Cost/SF		
Site Work Allowance			\$	1,000,000	
Parking Level	-	SF	\$400	\$	-
New Construction	35,000	SF	\$500	\$	17,500,000
Police - 2nd Flr Renovation - Light	-	SF	\$100	\$	-
Police - 2nd Flr Renovation Heavy	-	SF	\$250	\$	-
Police - Main Flr Renovation - Light	-	SF	\$100	\$	-
Police - Main Flr Renovation - Heavy	-	SF	\$250	\$	-
Fire - Main Flr Renovation - Light	-	SF	\$100	\$	-
Fire - Main Flr Renovation - Heavy	-	SF	\$250	\$	-
Connect to City Hall - 1st & 2nd Floor	-	SF	\$250	\$	-
Generator		sf		\$	800,000
Design Cont/Escalation				\$	750,000 4%
CONSTRUCTION SUBTOTAL				\$	20,050,000 70%
IT			\$	250,000	wiring is above
Security			\$	660,000	
AV			\$	500,000	
Antenna/Radio Comm			\$	-	
Escalation			\$	130,000	8%
EQUIPMENT SUBTOTAL				\$	1,540,000 5%
Bond Costs/Fees			\$	250,000	
Fees (AE, Owner's Rep, etc)			\$	3,670,300	
Furn, Fixtures, Equip			\$	800,000	
Relocation			\$	50,000	
Owner's Contingency			\$	2,159,000	10%
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$	6,929,300 24%
TOTAL without Bldg/Site Purchase				\$	28,519,300
TOTAL with Bldg/Site Purchase			\$	3,000,000	\$ 31,519,300
					@ New Site
					\$ 28,519,300
					\$ 31,519,300



September 1, 2021

JD Boruff
Operations and Facilities Director
City of Bloomington Public Works
401 N Morton St.
Bloomington, Indiana 47404

Re: Facility Assessment-320 West 8th Street.

Dear JD:

I have attached our evaluation of 320 West 8th Street. The evaluation was based on life safety, mechanical and structural surveys we performed. These reviews were to consider the life span of the existing facility, no destructive testing was performed.

Based on these reviews, it is our opinion that the existing building is in sound shape and should meet the desirable goal of a 3 to 5-year lifespan. For the relocation of Police and Fire headquarters, there are various code issues they would need to be addressed but methods in the 2018 Indiana Building Code allow for a review to meet those requirements.

Please let me know if I can answer any other questions or review information in this evaluation that may not come across clearly, we have strived to simplify it in a manner that is best understood. We did not complete a "destructive" survey to look into walls and ceilings and only made observations where we could get easy access, sometimes items may be left unseen that could have an impact on our assumptions and materials and labor costs are becoming a moving target. This evaluation should act as a guide for you to look down the road for a more detailed scope of work and refined numbers if you decide on a future relocation or addition of city offices.

Sincerely,

Howard Douglas Bruce
President-Architect

Tabor/Bruce Architecture & Design, Inc.

TABLE OF CONTENTS

ITEM	PAGE
INTRODUCTION	3
INDIANA BUILDING CODES	4
RULES FOR EXISTING BUILDINGS	4
OCCUPANCY and CONSTRUCTION TYPE	4
DRINKING FOUNTAIN	4
MEANS OF EGRESS	5
EXIT TRAVEL DISTANCE	5
MAJOR ALTERATIONS or REMODELLING	5
ACCESSIBILITY	5
INTERIOR REVIEW	6
FIRST FLOOR	6
SECOND FLOOR	6
ELEVATOR	6
ROOF / DRAINAGE	6
EXTERIOR	6
HEATING/COOLING/ELECTRICAL/PLUMBING	7
STRUCTURAL EVALUATION	13

INTRODUCTION

This study is to focus on the existing condition of 320 West 8th St. for the City of Bloomington. The focus is on Life Safety, plumbing, electrical, mechanical systems, and structural evaluation to an existing two story, 64,000 structure.

Tabor/Bruce Architecture & Design has been commissioned to provide an evaluation of the structure, and produce a report to accomplish the following goals:

1. Review of existing HVAC and mechanical systems.
2. Review existing structural systems
3. Provide cost numbers for repairs if needed.

We consulted with both Jim Lewis of LJ Engineering, a structural engineering consultant, and The Engineering Collaborative to review the mechanical, electrical, plumbing systems. This evaluation occurred on August 15th and 16th of 2022.

INDIANA BUILDING CODES

The Structure falls under the jurisdiction of the current 2018 Indiana Building Code. This is a combination of the 2012 International Building Code adopted and modified with Indiana Amendments.

The two-story building is comprised of exterior brick masonry unit bearing walls with a post and beam framing system. The entire existing structure measures approximately 192,000 square feet and was constructed in 1910 and renovated into office use in 1990.

RULES FOR EXISTING BUILDINGS

Existing buildings that were constructed in accordance with the rules of that time of existence are permitted to have their existence continued without having to be altered to comply with current rules. There are two exceptions to this:

1. The use of the building is changed which causes the building to be classified into a different occupancy group or a different division within the same occupancy group.
2. New work or alterations to the existing building must comply with the provisions of the current code. Portions of the structure not altered and not affected by the alternations are not required to comply with the code requirements for a new structure.

The Structure has been renovated under the 1988 Indiana Building code and underwent a change in use from factory to office. Code regulations only require any building alterations or change in use, to meet current code requirements.

OCCUPANCY and CONSTRUCTION TYPE

The Structure is classified as a Type M and B Occupancy use. The second floor is currently only a B use.

The building is a Type III-B Construction. This indicates that all exterior walls are created of a noncombustible material while interior building materials may be of combustible materials. The building may rise to four stories in height total, 55 feet maximum. The 'III-B' classification signifies that the building is a non-rated building with no required, rated fire protected structural members, however the structure appears to have a NFPA sprinkler system throughout.

OCCUPANT LOAD

B, Business occupancy allows for a minimum floor area per occupant of 100 square feet. Total occupant loads are outside of this evaluation, however, the required number of exits and stairs for each floor were met for the current uses and required egress.

DRINKING FOUNTAIN

Current building codes stipulates that there should be one drinking fountain for this use and one is provided.

MEANS OF EGRESS (Exiting from spaces)

One exit is required from individual rooms or spaces containing less than 50 persons in an Assembly Occupancy. For spaces over 50 persons (750 square feet), two exits are required.

EXIT TRAVEL DISTANCE

Exit access travel distance for business (B) or retail (M) occupancy allows a maximum of 300 linear feet from occupied space to the exterior in a building without a sprinkler system (1016.2). A minimum of two independent exits from occupied spaces to exterior are required in a building with occupancy under 500 persons (1015). These seemed to all be met in the current floor plan layout.

MAJOR ALTERATIONS or REMODELLING

The Indiana General Administrative Rules allows for the use of Chapter 3410 Code Review in an existing building to review if the building can be renovated and not need to meet all of the conditions for the current building codes. It is a scoring system that provides positive points for life safety items to exceed points deducted for deficiencies.

The potential exists that we could use the Chapter 3410 matrix on any renovations to the existing structure which may not require a major renovation to that portion to meet the new building codes. This would be required to place a high risk occupancy such as police headquarters or fire department headquarters within the building. These high risk uses are discussed in Table 1604.5, Risk Category. Seismic requirements would require substantial upgrades, or the entire structure would need to be evaluated per Chapter 3410.

ACCESSIBILITY

Chapter 11 of the Indiana Building Code prescribes standards and accommodations that must be followed to provide access to public and commercial buildings by disabled persons. These standards require that reasonable accommodations be made to allow a person to obtain access to the main level of a building. Any specific feature or experience within the building must be provided on that floor.

The basic premise of Chapter 11 requirements is to provide an accessible route to the building and to public use spaces within the building. The code is compatible with American's with Disabilities (ADA). Guidelines. In regard the Structure, it does fulfill the requirements for accessibility. There are designated handicapped parking spaces. The west entry enters the first floor of the building at grade. There is an existing elevator for second level access. This permits acceptable clearances for a person in a wheelchair access these spaces.

Restrooms in the building seem to meet ADA / Chapter 11 requirements. There is however, no signage indicating an accessible route.

INTERIOR REVIEW

FIRST FLOOR

No issues evident-all mechanical units reviewed.

Common toilet rooms/corridor-No issues found-plumbing was in working order.

SECOND FLOOR

No issues evident-all mechanical units reviewed.

Common toilet rooms/corridor-No issues found-plumbing was in working order.

ELEVATOR

A detailed inspection was not performed-the elevator was used and found to be in operating order. The elevator equipment room was entered and no leaks were evident.

ROOF CONDITION

Firestone membrane roof-no evidence of issues present in flashings/gutters. Roof was not inspected as we had no access, however, the roof installer was contacted and the roof is only a few years old and has a transferrable warranty.

EXTERIOR

The exterior appearance of the building had no visible issues. Some tuckpointing has recently taken place. No evidence of window issues or skylight issues was readily apparent, and they all seemed in working order.

HEATING/COOLING/ELECTRICAL/PLUMBING and CONDITION ASSESSMENT/ANALYSIS
See the attached exhibit of those systems.

September 2, 2022

Mechanical, Electrical, and Plumbing Systems
ANALYSIS OF EXISTING CONDITIONS
for the
Showers Building (CFC)
122 W. Walnut St.
Bloomington, Indiana

prepared by

THE ENGINEERING COLLABORATIVE
2410 Executive Drive, Suite 100
Indianapolis, Indiana 46241
317.636.3941

Introduction

This report will include the following sections:

- I. Physical Description
- II. Condition Assessment
- III. Code Review
- IV. Recommendations: Immediate, Mid-term, and Long-term
- V. Summary

I Physical Description

All systems have been visually reviewed in the field. In general, there are existing and functional electrical (power, lighting, and telephone) systems throughout the building, functional plumbing including domestic hot water, and functional heating and cooling throughout (with mechanical ventilation). There are active natural gas, domestic water, fire protection water, telephone, and power utility services,

Site Utilities

POWER

The building has an underground 2,500 amps at 277/480 v., 3 ph. power service, fed from a Duke Energy pad-mount transformer.

WATER

The meter is in the northwest corner of the mechanical room and it appears to be a 2" service line. There is no visible Reduced Pressure Zone Backflow Preventer (RPZBP).

SANITARY SEWER

The sanitary sewer was not visible on site, but it is shown on the 1994 drawings to exit to the south.

COMMUNICATIONS

There is a conventional telephone service.

NATURAL GAS

There is no natural gas service.

I Physical Description *(continued)*

Building Systems

MECHANICAL – Heating, Ventilating, and Air-conditioning

The building has a closed-loop water-source heat pump system with two (2) electric boilers for supplemental heating and a cooling tower for excess heat rejection. The latter was replaced last year. Most of the individual heat pumps have been replaced but a few original units remain.

ELECTRICAL

The 2,500 a. 277/280 v., 3 ph. service should be more than adequate for the building and the equipment is in very good condition, in the Main Distribution Panel (MDP), the dry-type transformer to 120/208 v., 3 ph., the 120/208 v. MDP, and all branch circuit panels boards.

Interior wiring appears to have been completely updated in the 1994 renovation and it appears to be in very good condition.

Lighting appears to date to the 1994 renovation. Some re-lamping with LED lamps has been done but most of the lighting uses the original lamping.

PLUMBING

All of the piping and fixtures appear to date to the 1994 renovation and they appear to be in good condition. The water heater in the mechanical room appears to be relatively new and it is in good condition. Lavatory faucets have been replaced with automatic units. There is an issue with floor-drying and associated sewer gas in some of the restrooms.

FIRE PROTECTION

The building is fully sprinklered and there is an addressable fire alarm system.

II Condition Assessment

Most of the equipment is in good to excellent condition and there should be no major issues in the short- or mid-term future. More than 10 years out, more equipment is likely to require replacement.

Power: the equipment appears to be in good condition and should be useable for a few more decades.

Lighting: the lighting is antiquated and re-lamping with LED sources or full fixture replacement should be done as soon as it is affordable.. Energy rebates may be available to reduce the cost of this work.

Plumbing: the plumbing appears to be functional and in good condition.

III Code Review

Even though all existing mechanical, electrical, and plumbing systems may have been in compliance with design and construction standards at the time of construction and newer work may have been in nominal compliance with Indiana Codes in the past, all new work undertaken in the facility in the future must be in full compliance with all current applicable rules, except the 2010 Indiana Energy Code. Due to its age, the building is entirely exempt from all requirements of the 2010 Indiana Energy Code.

A relatively minor code issue is that additional fire alarm visual notification devices will probably be need if areas are renovated because current rules require such devices in most spaces (anywhere there could be two or more occupants plus others).

IV Recommendations: Immediate, Mid-term, and Long-term

IMMEDIATE (as soon as feasible)
No items

MID-TERM (1-5 years)
E1.1 Replace all lighting.

LONG-TERM (greater than 5 years)
H1.1 Replace some heat pumps.

V Summary

Overall, the systems in building are in very good condition and little work will be needed in the near future..

Submitted by

THE ENGINEERING COLLABORATIVE



Samuel L. Hurt, P.E., R.A., R.I.D.
LC, LEED® AP, HFDP
Principal

STRUCTURAL EVALUATION

See the attached exhibit for the structural evaluation.



L.N.J. ENGINEERING, LLC

P.O. Box 1365 • Columbus, IN 47202
812.372.3732 • www.engineeringLJ.com

August 19, 2022

Tabor Bruce Architecture
1101 S. Walnut St
Bloomington, IN 47401

RE: CFC Tenant Space (Showers Building); 401 N Morton, Bloomington, IN

I visited the above building space on August 16, 2022, to walk through and around the tenant space providing a visual assessment of the building structure for use as a police and fire department.

This use classifies the structure as a risk category IV per ASCE-7 (2014 Indiana Building Code). This classification requires the increase in design loads and forces to maintain the safety and continued use of the facility. The importance factors for a category IV structure increases the current design loadings for snow by 20%, ice thickness 25% and earthquake (seismic) by 50%. In addition, there are overstrength factors and deflection amplification factors that affect connections and material uses.

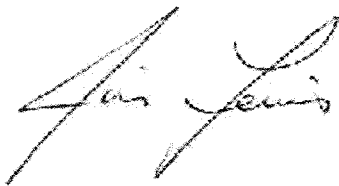
Based upon the above requirements, my opinions and observations are as follows:

- The building was built in 1910 and had some remodeling done in 1994.
- South exterior wall: a few limestone window sills should have their horizontal deteriorations cement filled to prevent further infiltration and deterioration.
- West exterior wall: there are a few, hit and miss, locations that should have some brick tuck pointing done for long term integrity.
- The exterior walls are two wythe brick. These walls are not reinforced, they have aged mortar and, in most locations, are load bearing. Therefore, it is my opinion that these walls would not meet the required design loadings for the proposed use.
- The interior framing is considered heavy timber post and beam with load bearing exterior walls. These timber connections were built with mainly vertical loading requirements and will not meet the required seismic provisions without significant upfit.
- The interior main support beams are supported by and bolted to the exterior walls. These connections will not satisfy the connection requirements of the applicable codes and will, therefore, require significant upgrade and retrofit.
- On the second floor, above the hallway, there were noticed three horizontal beams that have a horizontal split (or check) almost extending the full length of the beam. These should be addressed by either adding reinforcement or injecting an adhesive bonding agent to maintain the integrity of the wood member. It is estimated that these costs could range from \$5000 to \$8000.
- The saw-tooth roof system with its wood truss supports will not meet the required seismic provision due to their compression web members being only compression-fit

connections. These trusses would have to be upfit with mechanical connections to hold all members to the top and bottom chords.

Overall, the building appears to be in good structural condition, especially considering the '94 remodel. However, it is my opinion, that without significant structural upfit, this building will not meet the proposed requirements. Also, these structural modifications will require a large amount of interior finishes to be removed and redone to allow for the structural work to be done.

Sincerely,

A handwritten signature in cursive script that reads "Jim Lewis". The signature is written in black ink and is positioned below the word "Sincerely,".

Jim Lewis, S.E., P.E.



Bloomington Fire Department Station 1: Redesign Due Dilligence



CHIEF JASON MOORE
300 EAST 4TH STREET
BLOOMINGTON, IN 47408
MOORJA@BLOOMINGTON.IN.GOV
31 OCTOBER 2022





REPORT AUTHOR'S

JACK E. DANIEL

Principal-In-Charge

Email: jdaniel@martin-riley.com

Phone: 260-422-7994

MARTINRILEY architects-engineers

NOAH P. DONICA

Project Manager

Email: ndonica@martin-riley.com

Phone: 260-422-7994

MARTINRILEY architects-engineers

INITIAL INFORMATION

MartinRiley was contacted after a series of investigations beginning in 2019 for due diligence regarding Bloomington Fire Department Stations 1-5. The focus of the following due diligence study is to focus on the reuse of Fire Station 1, which originally served as the headquarters for Bloomington Fire Department.

The study of Station 1 originally began in 2021 and laid out revisions to the existing structure with a focus on laying out individual bunkrooms/bathing facilities, and updating the kitchen/living areas. Since this original due diligence was completed, flooding and damage to the building resulted in the relocation of the building's program to a temporary facility. Additionally, the culverted portion of a local waterway (Jordan River), was updated. This culvert runs diagonally through the building's site and results in the "stepped" plan of the building. With the recent improvements to the adjacent culvert and flood damage necessitating extensive repairs to the original structure, MartinRiley was asked to revisit the original study focusing on a new set of parameters.

Major program and scope changes in this portion of the work include:

- Removal of the Administrative Headquarters program of the building (to be located off site in another facility)
- Focus in removing all program from the basement level (specifically mechanical/electrical)
- Full mold remediation of the two story portion of the building
- Investigate the elimination of the sanitary sewer lift station in favor of a gravity system.
- Relocation of generator to avoid exhaust entering building
- Parking lot repaved with concrete in lieu of asphalt
- The exploration of additional square footage added to the building

EXECUTIVE SUMMARY:

The study began with an investigation into the work performed by the city utilities on the updates to the Jordan River Culvert. In an exhibit attached to this document titled “City of Bloomington Jordan River Storm Culvert Reconstruction [...]” the extents of the culvert construction updates are seen in relation to the existing site. These drawings were provided by the City of Bloomington Utilities department. Additionally provided, is the document survey of Parcel 11 noting the easement of this new utility. Both documents were used in conjunction with the previous study’s 3D scan of the building to create a schematic plan of the building site extents.

The study continued with a further examination of the city zoning requirements for greenspace, setbacks, parking etc..

Site Zoning: MD-UV

Landscaped Area: 15% at grade and not covered by a building or hardscape must be retained as planted or vegetated area. A reduction of 5% is allowed with the installation of Public Art. There is a public art installation already present on site.

- -Site Acreage $0.4 = 17,424\text{SF} * 10\% = 1,742.4\text{SF}$ greenspace required

Parking: MD districts do not have a limit for Police, Fire or Rescue Stations per table 4-10 (pg148 of Zoning ordinance)

Setbacks: Existing structure conforms.

Build-to Range: 0-15 ft

Building Façade at build-to Percentage: 70%

Side/Rear yard: None

Primary structure height (max): 3 stories not to exceed 40ft

Following the initial due diligence research, MartinRiley developed and evaluated various design concepts for this study. These are documented as an attachment at the conclusion of this study. The three schemes presented at this preliminary meeting were focused on 1) the original footprint with the exclusion of the administrative program. 2) a small addition (in compliance with the city required ordinance) growing the building to the East. 3) A selective demolition of the 2-story portion of the building and replacement with a new

3-story portion in a similar footprint as the original structure.

The third option (focused on demolition and new construction of a 3-story addition) yielded a significant additional usable square footage. The original structure had a usable square footage of 2,350 SF (not including the lower level as this was off limits for renovation). The newly proposed structure would be an addition of approximately 4,710 SF. This would result in an additional 2,360 SF.

The final resulting study focused on the creation of preliminary schematic plans for this addition, as well as, the rearranging of spaces within the existing building remodel. The results of this study are provided as an attachment to this document. Ultimately, this addition solves key issues related to the station.

1. It allows for additional usable square footage on a compact site
2. It removes the “problem” portion of the building (i.e. mold remediation, consistently flooding basement, etc...)
3. It allows for the station to operate closer to modern safety standards for fire departments. Including an “airlock” separation space between the apparatus bay and the living/working quarters of the building
4. It separates program areas that are difficult to isolate acoustically (living space and sleeping/study space)
5. Gear lockers are centralized and no longer split between north/south of building.
6. Current semi-residential style Mechanical systems can be eliminated and updated with a proposed commercial style system. Roof Top Units and partially zoned systems for the new sleeping and living quarters.
7. Full remodel allows for the complete addition of a commercial fire sprinkler system

Improvements to the culverted Jordan River are noted to have greatly improved the flooding hazard on site; however, at the time of this study, the station is reported to have approximately one foot of residual water from previous flooding in the basement. It is with this information, along with the list above, that the early schematic drawings were sent to The Hagerman Group, a general contractor engaged as a consultant by MartinRiley, to assist in providing an Opinion of Probable Cost. This document is included at the end of this



report as an attachment.

The schemes as presented in the attachment show a conservative spatial configuration that does encroach the 10 feet easement for the culvert. Discussions with the City Utilities department have suggested a path to a reduction in easement to 5 feet. The current layout has a generous greenspace allotment and is not expected to exceed the zoning requirements even with the addition of space allotted by the reduction of the easement if pursued.

A final portion of the early schematic design and due diligence resulted in a series of conceptual sketch renderings of what the addition to Station 1 might look like. These are listed in the attachments at the conclusion of this document.

Additionally, throughout the studies, MartinRiley evaluated the conditions of the plumbing civil connection and determined that it is likely that an updated renovation and elimination of the lower level can allow a fully gravity fed system on site.

PROJECT OPINION OF PROBABLE COST BUDGET:

Total Hard Cost	\$5,396,502
Sub-Total (Construction)	\$4,327,466
Escalation	\$259,648 -- 6% (6 months)
Design and Estimating Contingency	\$550,454 -- 12%
Contractor Fee	\$205,503 -- 4%
Contractor Performance and Payment Bond	\$53,431 -- 1%
Project Construction Contingency	\$269,825 -- 5% of hard costs
Soft Costs (Total)	\$723,469
A/E	\$509,969 -- Architect/Engineering fees
FFE	\$200,000 --Furniture, Fixtures, Equipment
Permit	\$1,500 -- State/Local fees
Misc Test/Other	\$12,000 -- Soils, Survey, etc...

TOTAL PROJECT BUDGET **\$6,389,796**

*Note: Values from Hard Costs are further broken out in the attached OPC in attachment #5.

**Note: See attachment #5 for additional Add alternate of \$83,387 for concrete proposal on 4th St.

CONSIDERATIONS AND ADDITIONAL NOTES:

Further investigation regarding the addition of a mezzanine atop the gear storage. Located in the south-west corner of the first floor, the appropriate use of this area in relation to the gear storage space below will be further explored during a schematic design phase of a renovation to Station 1. Further investigation might yield a use of this space as mechanical or additional storage due to height limitations in the space.

Reinstatement of the Fire Pole.

Additional consideration will be required during the schematic design phase of the project in order to determine the best use for the existing fire pole. Notes regarding the pole are listed below.

- NFPA 1500 10.1.8* states, "Stations utilizing poles to provide rapid access to lower floors shall ensure that the area around the pole is secured by a means of a cover, enclosure, or other means to prevent someone from accidentally falling through the pole hole."
- Recommendations for retaining the pole, if desired, entail an ability to provide a "clear space" around the point of exit from the pole as well as an air tight access door from the living quarters to the pole itself. Additionally it is recommended to follow the guidelines set by U.S. Fire Administration, "Safety and Health Consideration for the Design of Fire and Emergency Medical Services Stations," published in May 2018.

ATTACHMENTS:

1. City of Bloomington Jordan River Storm Culvert Reconstruction [...]
2. Site Survey of Easement
3. October 6, 2022 Meeting Presentation (3 scheme investigation)
4. Early Schematic drawings of Addition
5. Opinion of Probable Cost prepared by The Hagerman Group (based upon Early Schematic Plans and previous 2021 study)
6. Concept Sketches of Station 1 Addition



ATTACHMENT 1:

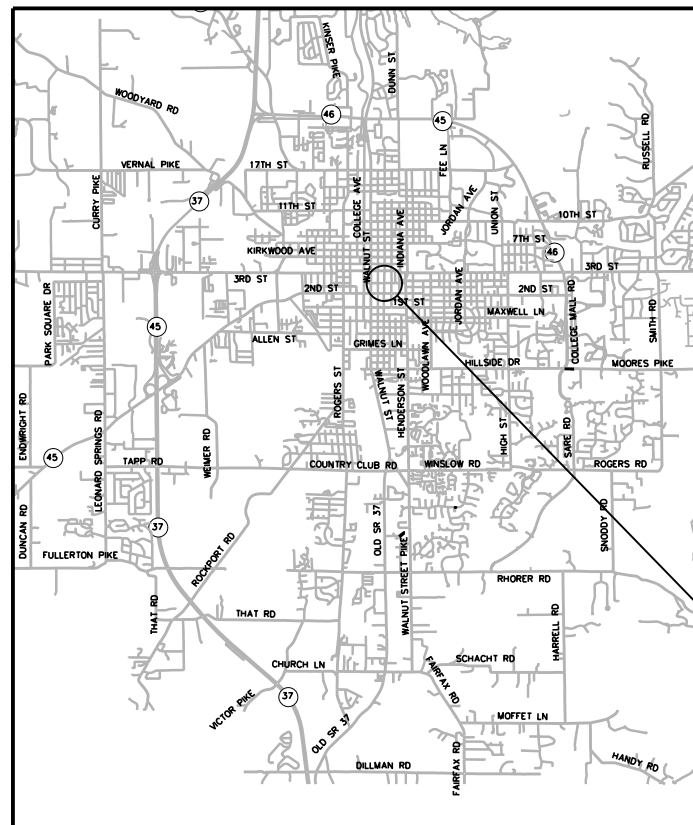
City of Bloomington Jordan River Storm Culvert Reconstruction [...]

CITY OF BLOOMINGTON

JORDAN RIVER STORM CULVERT RECONSTRUCTION

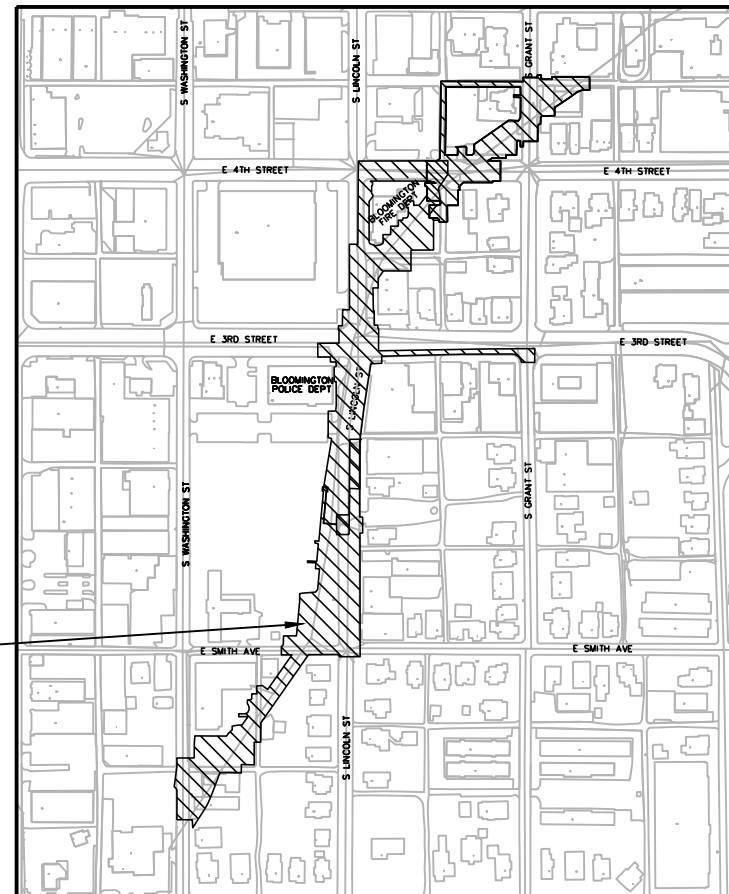
113 SOUTH GRANT TO 423 SOUTH WASHINGTON

CITY OF BLOOMINGTON, INDIANA
OCTOBER 2020



PROJECT LOCATION MAP

SCALE N.T.S.



PROJECT SITE MAP

SCALE: N.T.S.

DRAWING NO.	SHEET NO.	TITLE
-	1	TITLE SHEET
G1-1 TO G2-1	2-3	CIVIL LEGEND / GENERAL NOTES
E1-1 TO E1-2	4-5	EASEMENT AND PROPERTY USE PLAN
L1-1 TO L1-2	6-7	CULVERT LAYOUT AND GEOMETRICS
AL1-1 TO AL1-2	8-9	SITE LAYOUT AND GEOMETRICS
EC-1 TO EC-6	10-15	EROSION CONTROL
CK-1 TO CK-2	16-17	SHEET LAYOUT OVERVIEW
CRU-1 TO CRU-7	18-24	BURIED UTILITY REMOVAL PLANS
CRS-1 TO CRS-7	25-31	SURFACE REMOVAL PLANS
CU-1 TO CU-10	32-41	PLAN AND PROFILE: PROPOSED SANITARY SEWER AND FORCEMAIN
CP-1 TO CP-8	41-49	PLAN AND PROFILE: PROPOSED CULVERT, STORM SEWER, & WATER
SR-1 TO SR-7	50-56	SURFACE RESTORATION PLANS
PM-1 TO PM-7	57-63	PAVEMENT MARKING AND SIGNAGE PLANS
CD-1 TO CD-4	64-67	CURB RAMP DETAILS
TS-1	68	TRAFFIC SIGNAL PLAN
M-1 TO M-5	69-73	MISCELLANEOUS DETAILS
MTRAF-1 TO MTRAF-12	74-85	MAINTENANCE OF TRAFFIC PLANS
S-1 TO S-13	86-99	CULVERT STRUCTURE AND OTHER STRUCTURAL DETAILS
CS-1 TO CS-35	100-134	CROSS SECTIONS

CERTIFIED: PAUL N. ELLING, P.E.

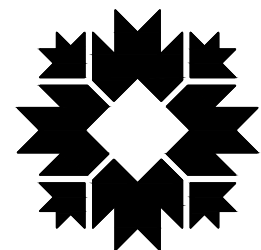
DATE: 10-1-2020



PREPARED BY

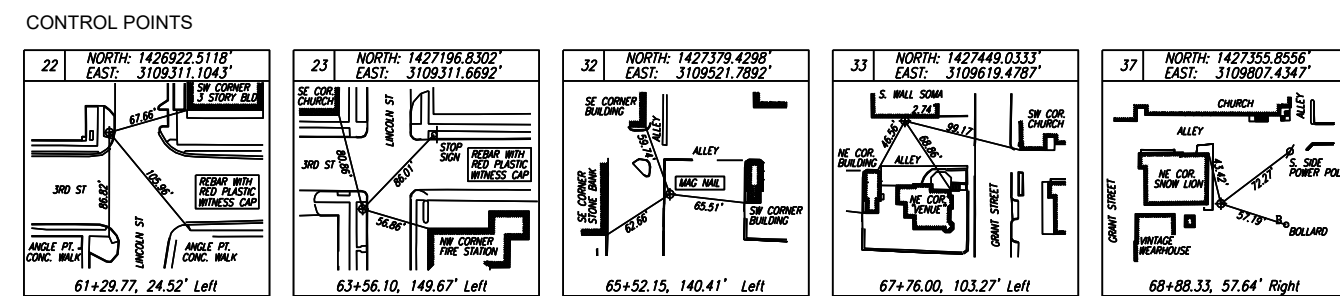
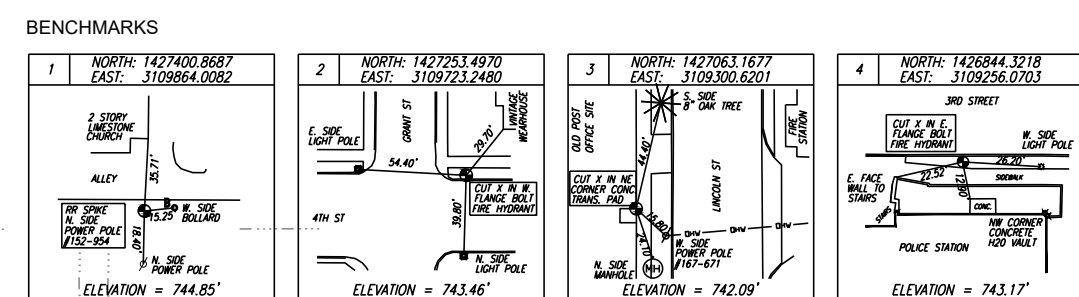
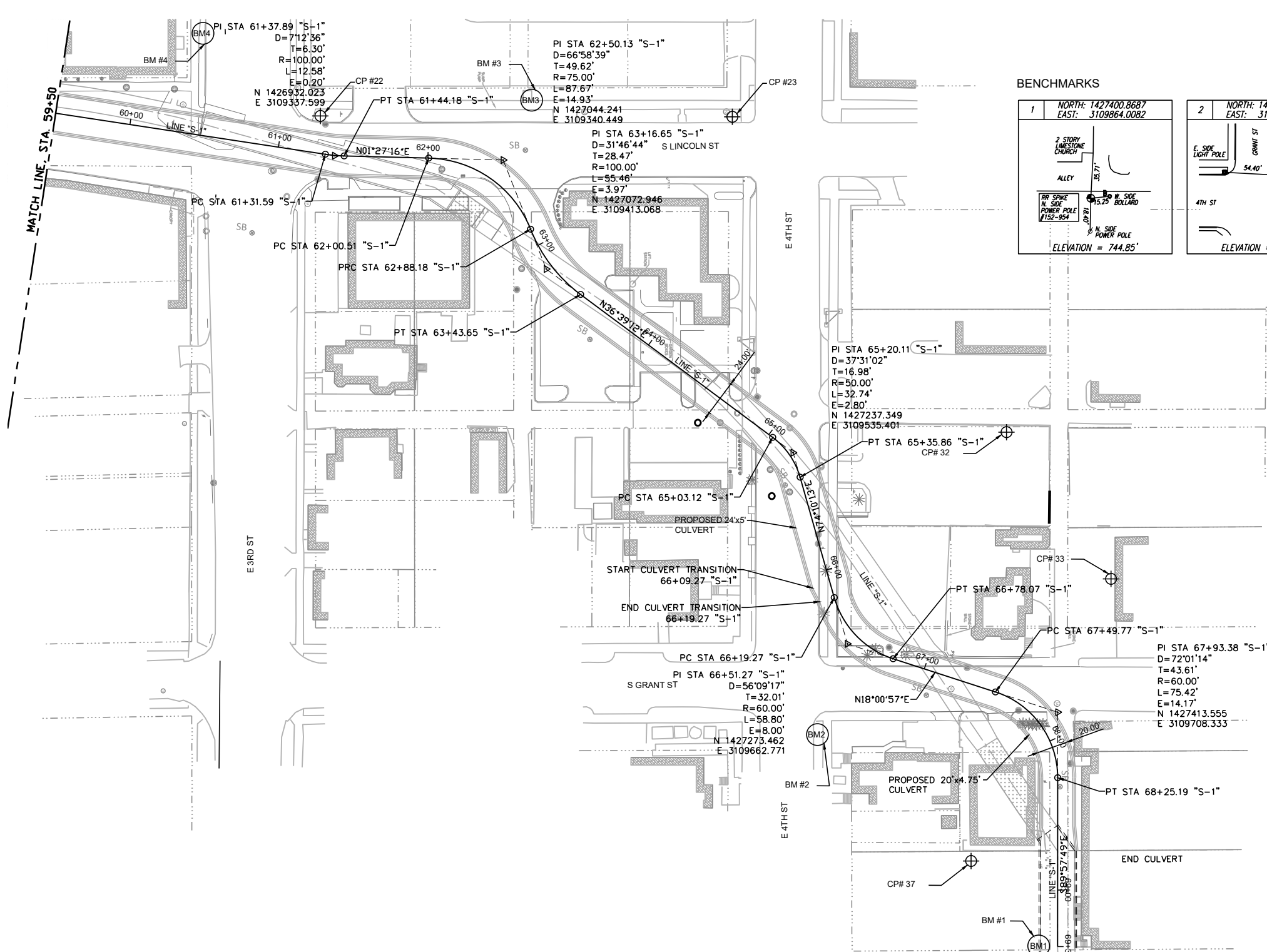


101 WEST OHIO STREET, SUITE 820
INDIANAPOLIS, INDIANA 46204
TELEPHONE.....(317) 267-8200
FAX.....(317) 267-8201
PROJECT NO.....12594



PREPARED FOR

CITY OF BLOOMINGTON
UTILITIES - STORM / SANITARY / WATER IMPROVEMENTS



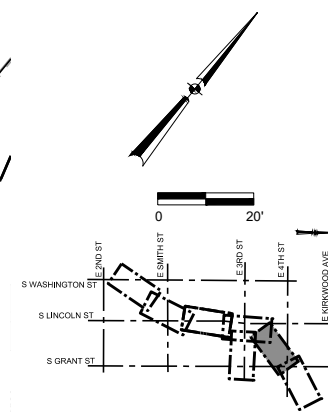
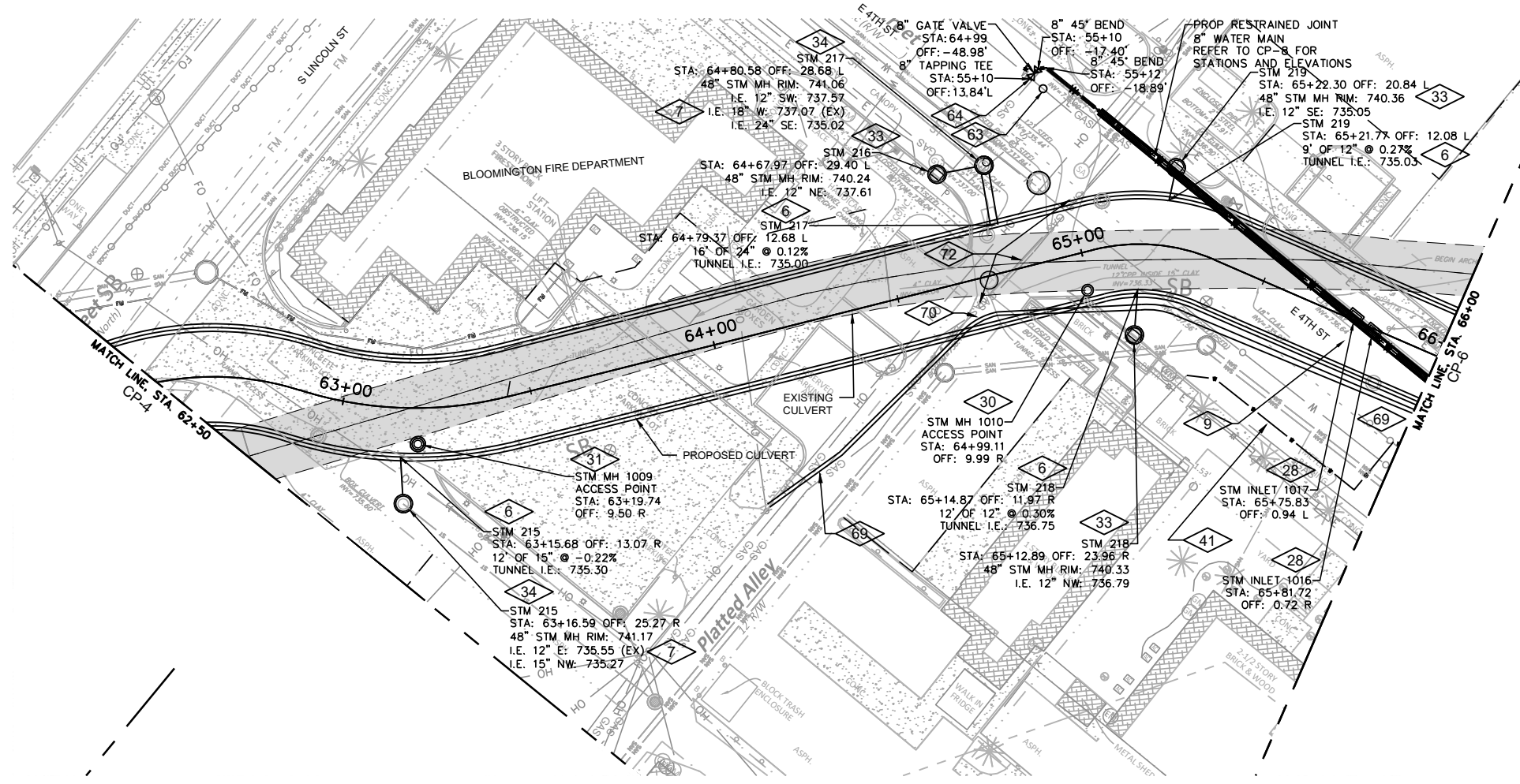
Revision Number	Revision Description	Date
00		00

Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-L-1-1.DWG
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
CULVERT LAYOUT AND GEOMETRICS



Sheet No. 007
 Drawing No.

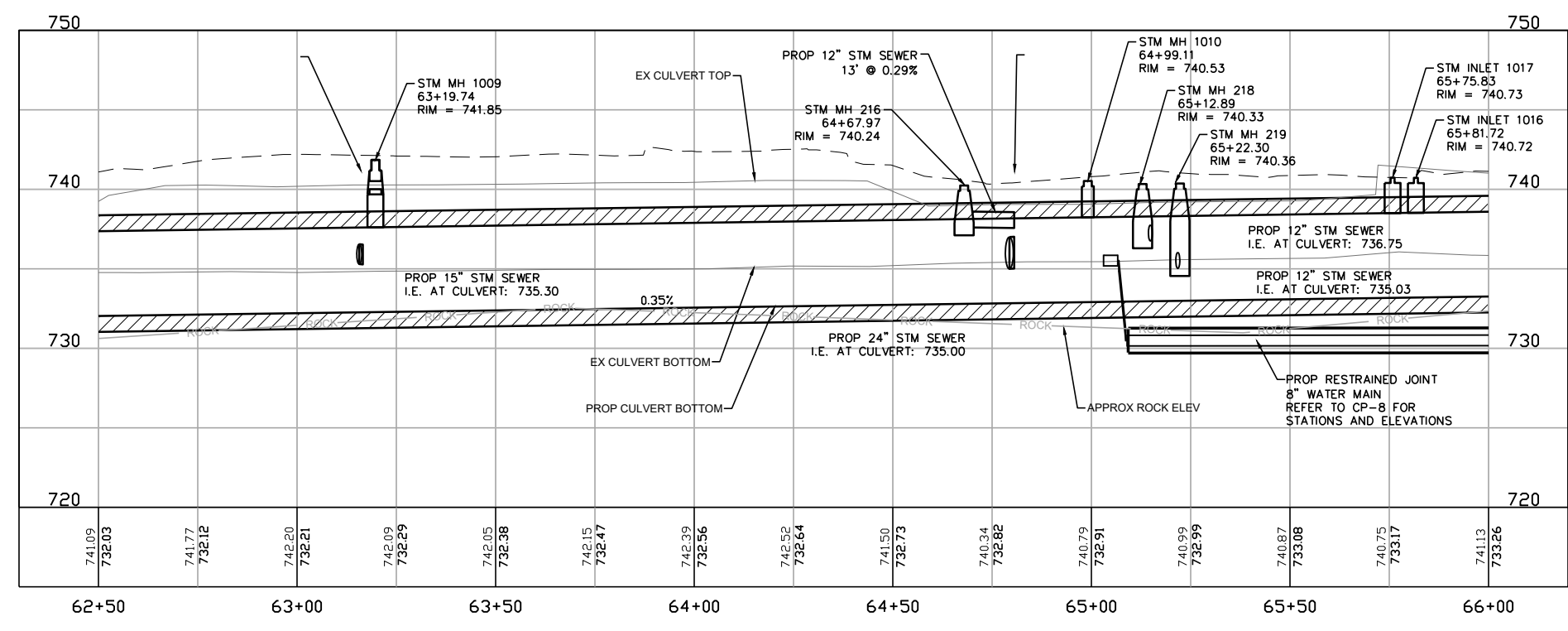


GENERAL NOTES:

1. ALL EXISTING PIPING AND UTILITIES SHALL BE FIELD VERIFIED FOR LOCATION AND ELEVATION. CONTACT ENGINEER IF UNKNOWN CONFLICTS EXIST.
2. INSTALL PIPING WITH APPROPRIATE TRENCHING, BEDDING, AND BACKFILL REQUIREMENTS. SEE (C500) (C506) (C507)
3. RESTORE ALL DAMAGED TURF AREAS WITH SEED AND MULCH. SEE (C050)
4. GRAVITY PIPING WHICH CROSSES THE PROPOSED ALIGNMENT SHALL BE REPAIRED IN ACCORDANCE WITH DETAIL. SEE (C301)
5. PROVIDE RESTRAINED JOINTS AT ALL BENDS AND DEFLECTIONS.

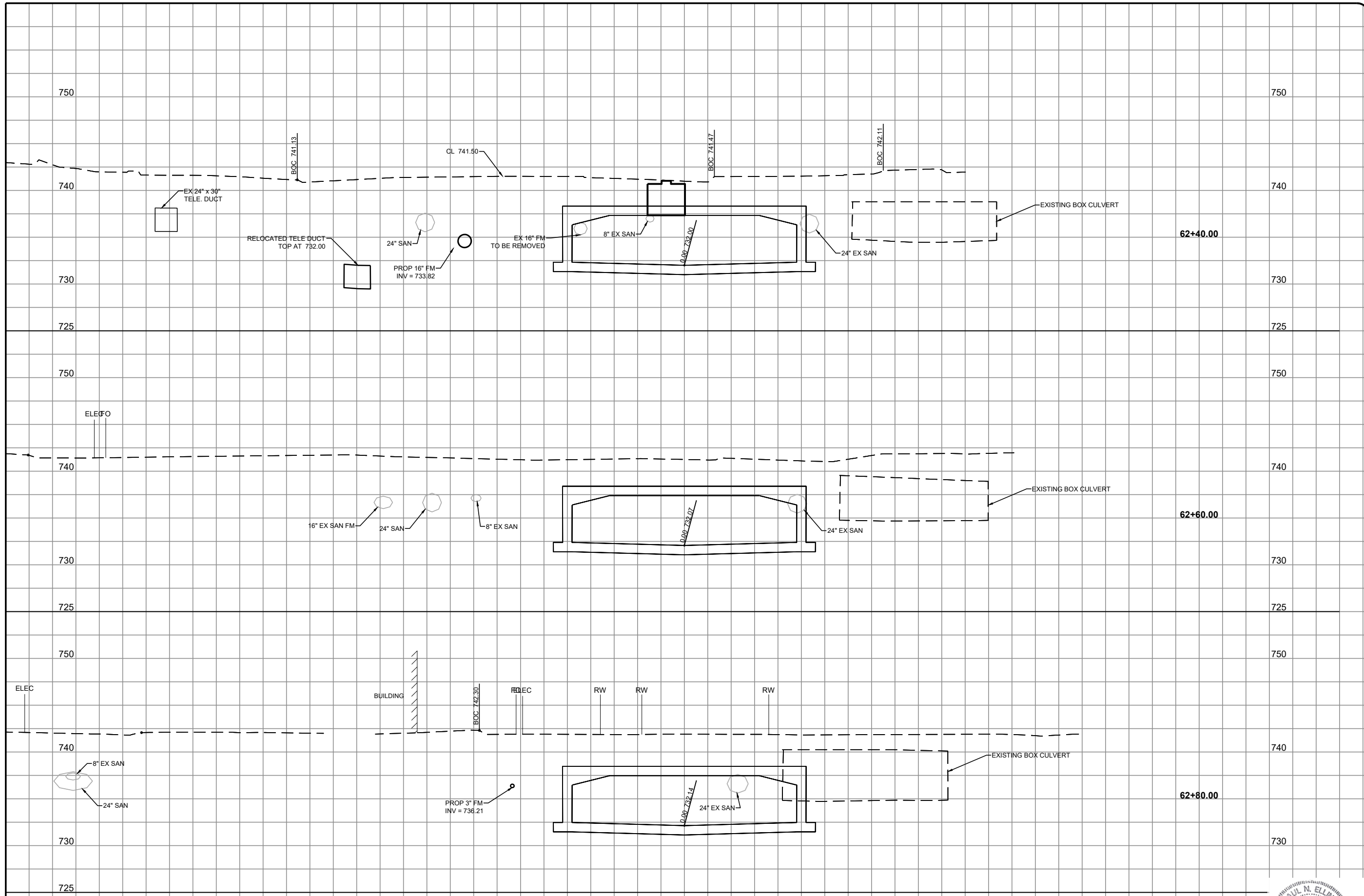
PLAN NOTES:

6. CONNECT STORM SEWER TO PROPOSED CULVERT
7. CONNECT EXISTING PIPE TO PROPOSED STORM STRUCTURE
9. STEEL CASING PIPE AND CARRIER PIPE PER DETAIL (C540)
28. NEW TYPE "10" CASTING, ON MODIFIED INLET TYPE "J", ON 2-FT X 3-FT CULVERT OPENING
30. NEW TYPE "4" CASTING, ON 2-FT DIAMETER MANHOLE, ON 2-FT DIAMETER CULVERT OPENING
31. NEW TYPE "4" CASTING, ON 2-FT X 3-FT X 18-IN CONCENTRIC CONE, ON 3-FT DIAMETER MANHOLE, ON 3-FT DIAMETER CULVERT OPENING
33. NEW TYPE "10" CASTING, ON MANHOLE TYPE "C" WITH FLAT TOP LID
34. NEW TYPE "4" CASTING, ON MANHOLE TYPE "C"
41. NEW 2-IN WATER SERVICE LINE, WATER METER AND BOX, AND UNIONS.
63. INSTALL 8-INCH LINE STOP AND CAP LIVE WATERMAIN AFTER NEW WATERMAIN IS IN OPERATION.
64. PROVIDE HOT TAP CONNECTION TO EXISTING WATERMAIN UTILIZING A TAPPING SLEEVE AND VALVE AS SHOWN.
69. 2-6" DUCTS SUPPLIED BY AND INSTALLED BY DUKE AND 2-4" DUCTS SUPPLIED BY AND INSTALLED BY COMCAST DURING CULVERT CONSTRUCTION. DUCTS MAY BE IMMEDIATELY ADJACENT OF CULVERT UNLESS CROSSING UNDER. CONTRACTOR TO COORDINATE AS REQUIRED FOR SCHEDULE. USE LONG SWEEP ELBOWS AT ALL BENDS. UTILITY RESPONSIBLE FOR ADDITIONAL EXCAVATION THAT MAY BE NEEDED TO INSTALL DUCTS.
70. INSTALL 2-6" AND 2-4" DUCTS UNDER CULVERT TO STAY WITHIN EXISTING RIGHT OF WAY. DUCTS MAY BE PLACED 6" BELOW BASE SLAB.
72. CONTRACTOR TO COORDINATE WITH GAS COMPANY FOR RELOCATION OF GAS LINES DURING CONSTRUCTION.



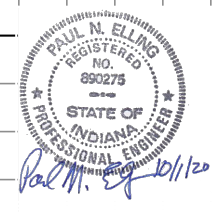
Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-CP-1.DWG
Project No.	12594
Project Date	10/01/20
CITY OF BLOOMINGTON JORDAN RIVER STORM CULVERT RECONSTRUCTION 113 SOUTH GRANT TO 423 SOUTH WASHINGTON BLOOMINGTON, INDIANA	
PLAN & PROFILE PROPOSED CULVERT, STORM SEWER, & WATER	
Sheet No.	046
Drawing No.	CP-5





Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

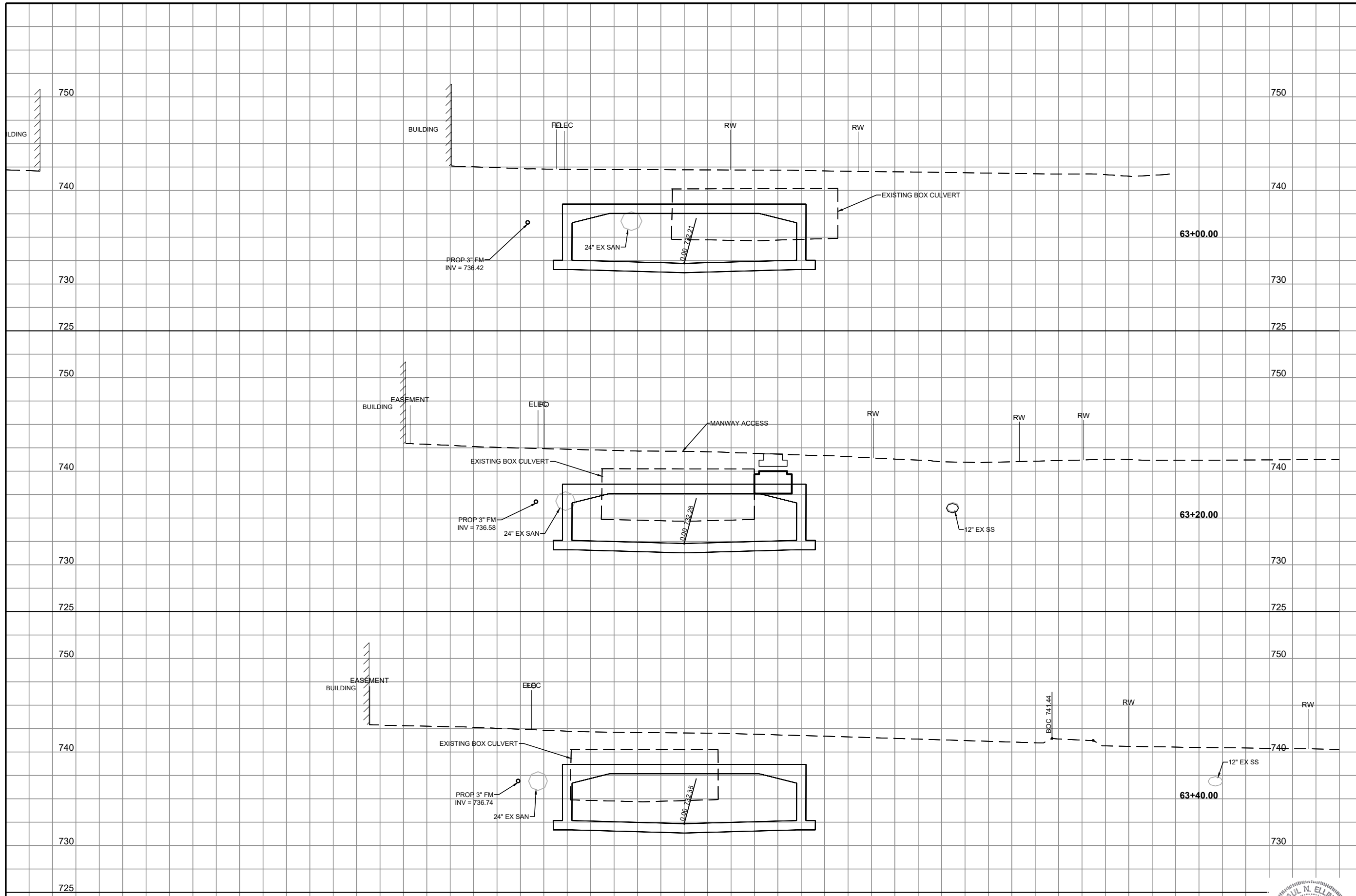
CITY OF BLOOMINGTON
JORDAN RIVER STORM CULVERT RECONSTRUCTION
113 SOUTH GRANT TO 423 SOUTH WASHINGTON
BLOOMINGTON, INDIANA
CROSS SECTIONS



DONOHUE

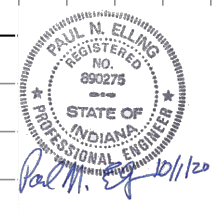
Sheet No. 122


Drawing No. CS-23



Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
CROSS SECTIONS





 Sheet No. 123
 Drawing No. CS-24

750

740

730

725

750

740

730

725

EASEMENT
BUILDING

BOC 742.72

EXISTING BOX CULVERT

PROP 3" FM
INV = 736.95

24" EX SAN

0.00 - 22.42

63+60.00

750

740

730

725

750

740

730

725

BUILDING

EASEMENT

BOC 742.79

EXISTING BOX CULVERT

24" EX SAN

0.00 - 22.49

63+80.00

GAS

GAS

750

740

730

725

750

740

730

725

BUILDING

BUILDING

EASEMENT

BOC 742.24

BOC 741.46

EXISTING BOX CULVERT

24" EX SAN

0.00 - 32.56

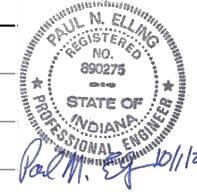
64+00.00

18" EX SAN

GAS

GAS

RW



Paul M. Eling 10/1/20

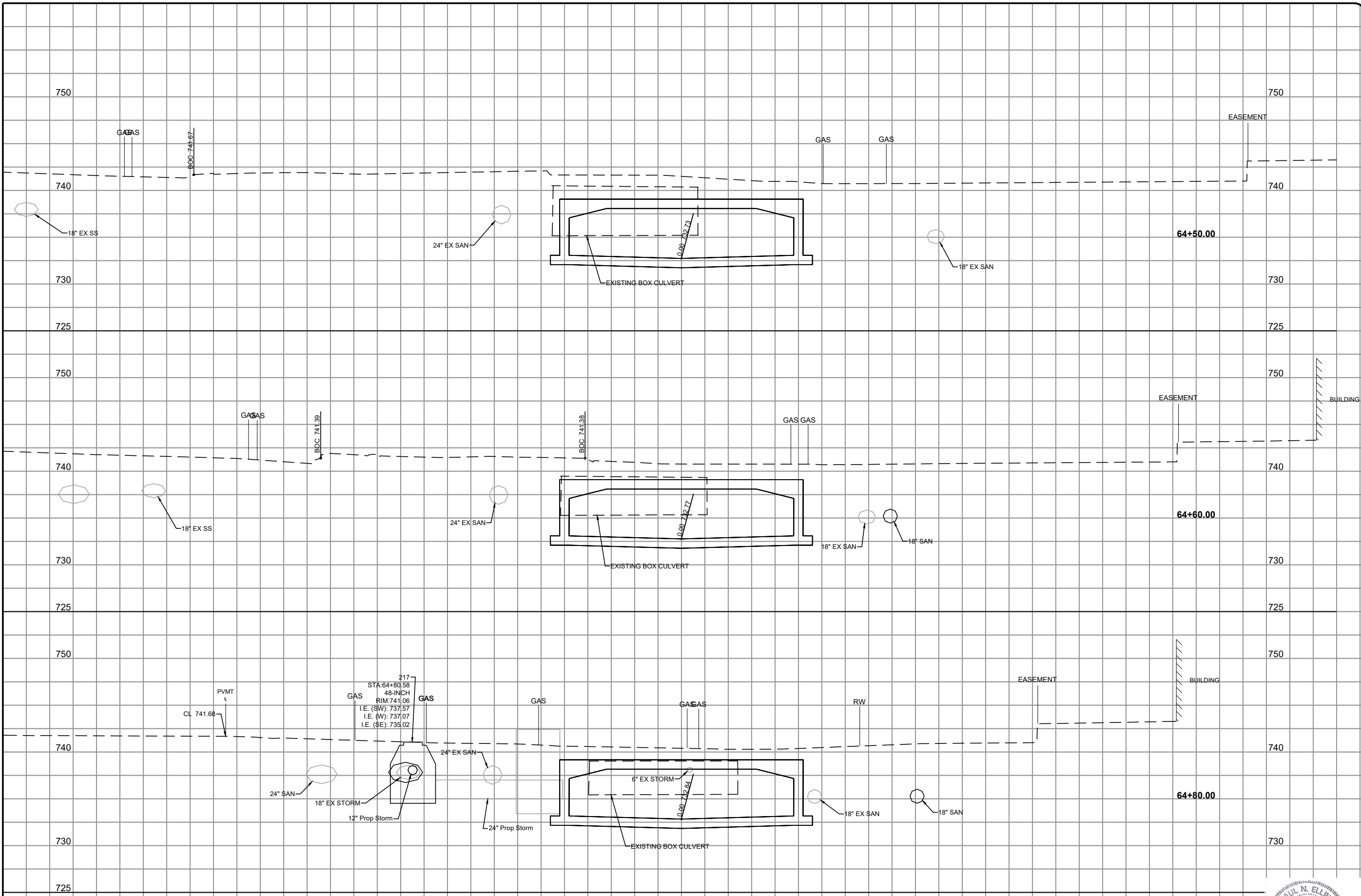
Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA

CROSS SECTIONS

DONOHUE

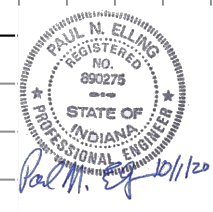
Sheet No. 124
 Drawing No. CS-25




Revision Number	Revision Description	Drawn By	Checked By	Date

Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-3
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON
JORDAN RIVER STORM CULVERT RECONSTRUCTION
113 SOUTH GRANT TO 423 SOUTH WASHINGTON
BLOOMINGTON, INDIANA
CROSS SECTIONS




 Sheet No. 126
 Drawing No. CS-27



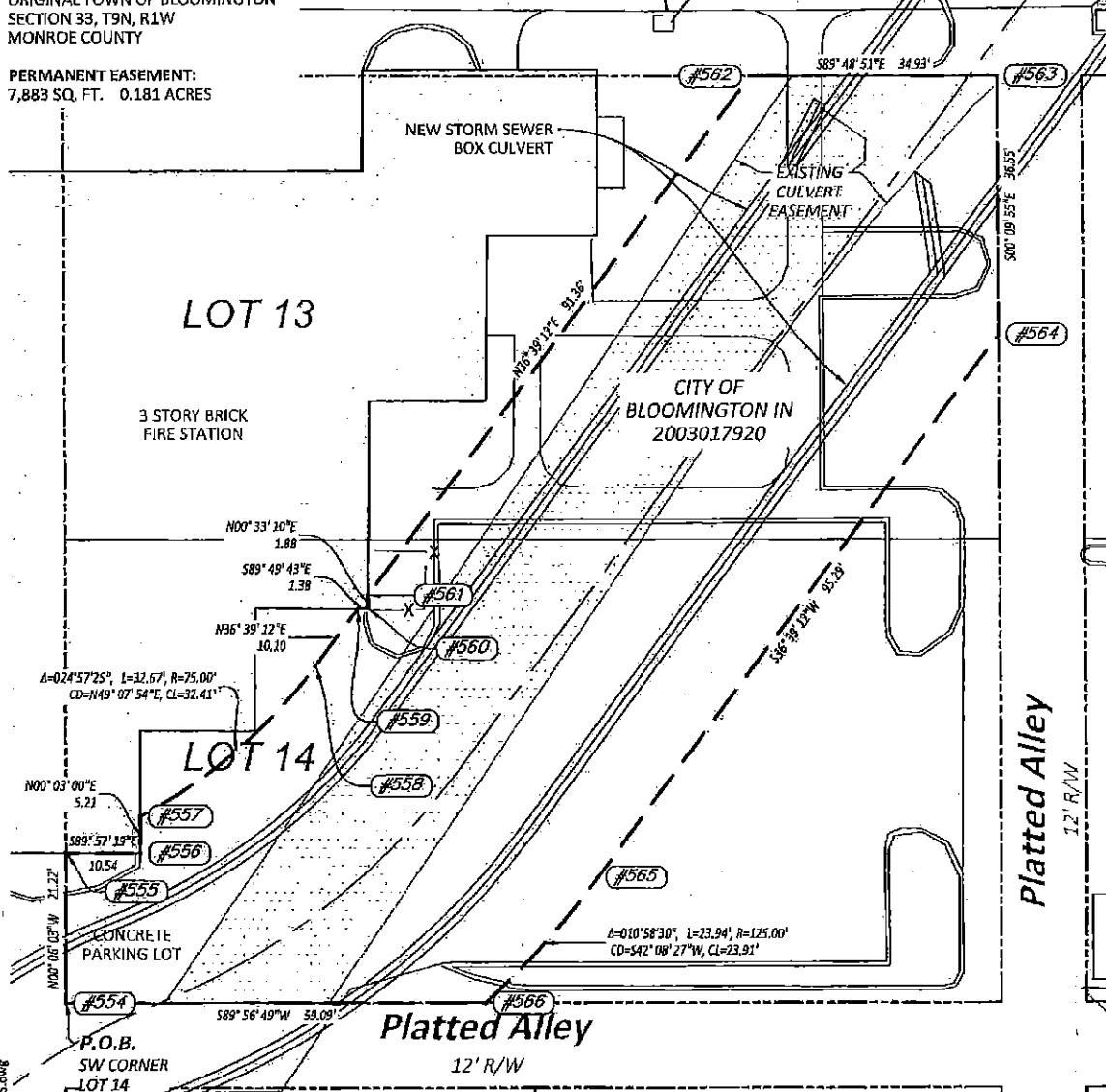
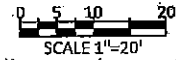
ATTACHMENT 2:

Site Survey of Easement

JOB# 8087

PARCEL 11: LOT 13 AND 14
 ORIGINAL TOWN OF BLOOMINGTON
 SECTION 33, T9N, R1W
 MONROE COUNTY

PERMANENT EASEMENT:
 7,883 SQ. FT. 0.181 ACRES



S:\0451\B003-8100\8087_JORDAN RIVER SURVEY\Draw\2019 EASEMENTS\EASEMENT EXHIBITS-RI EDITS.dwg

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (Incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

EASEMENT CORNERS		
Point #	Northing	Easting
554	1427063.0766	3109374.9834
555	1427084.2942	3109374.9461
556	1427084.2860	3109385.4900
557	1427089.4997	3109385.4945
558	142710.7068	3109410.0042
559	1427118.8069	3109416.0316
560	1427118.8028	3109417.4089
561	1427120.6824	3109417.4271
562	1427193.9757	3109471.9653
563	1427193.8623	3109506.8000
564	1427157.3095	3109507.0054
565	1427080.8583	3109450.1173
566	1427063.1313	3109434.0769

SHEET 1 OF 2



ATTACHMENT 3:

October 6, 2022 Meeting Presentation

(3 scheme investigation)

FIRE STATION 1 UPDATES: DUE DILIGENCE STUDY

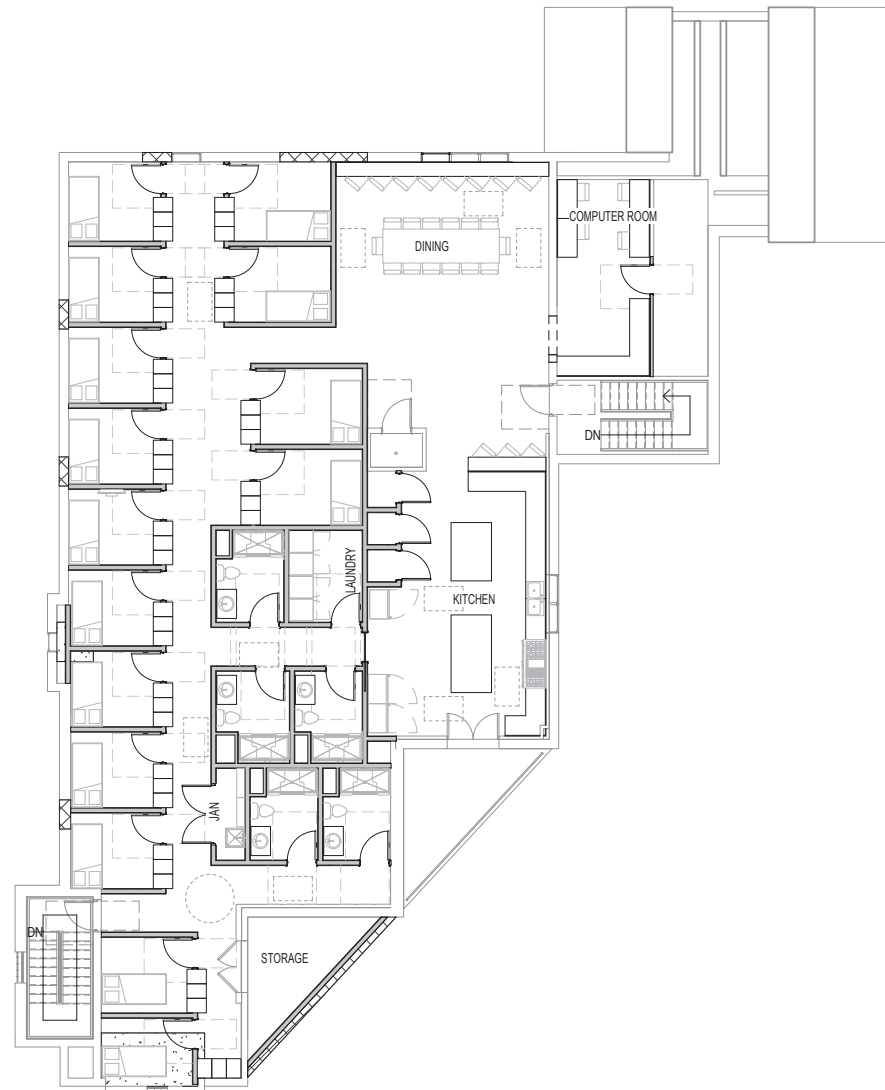
OCTOBER 6, 2022



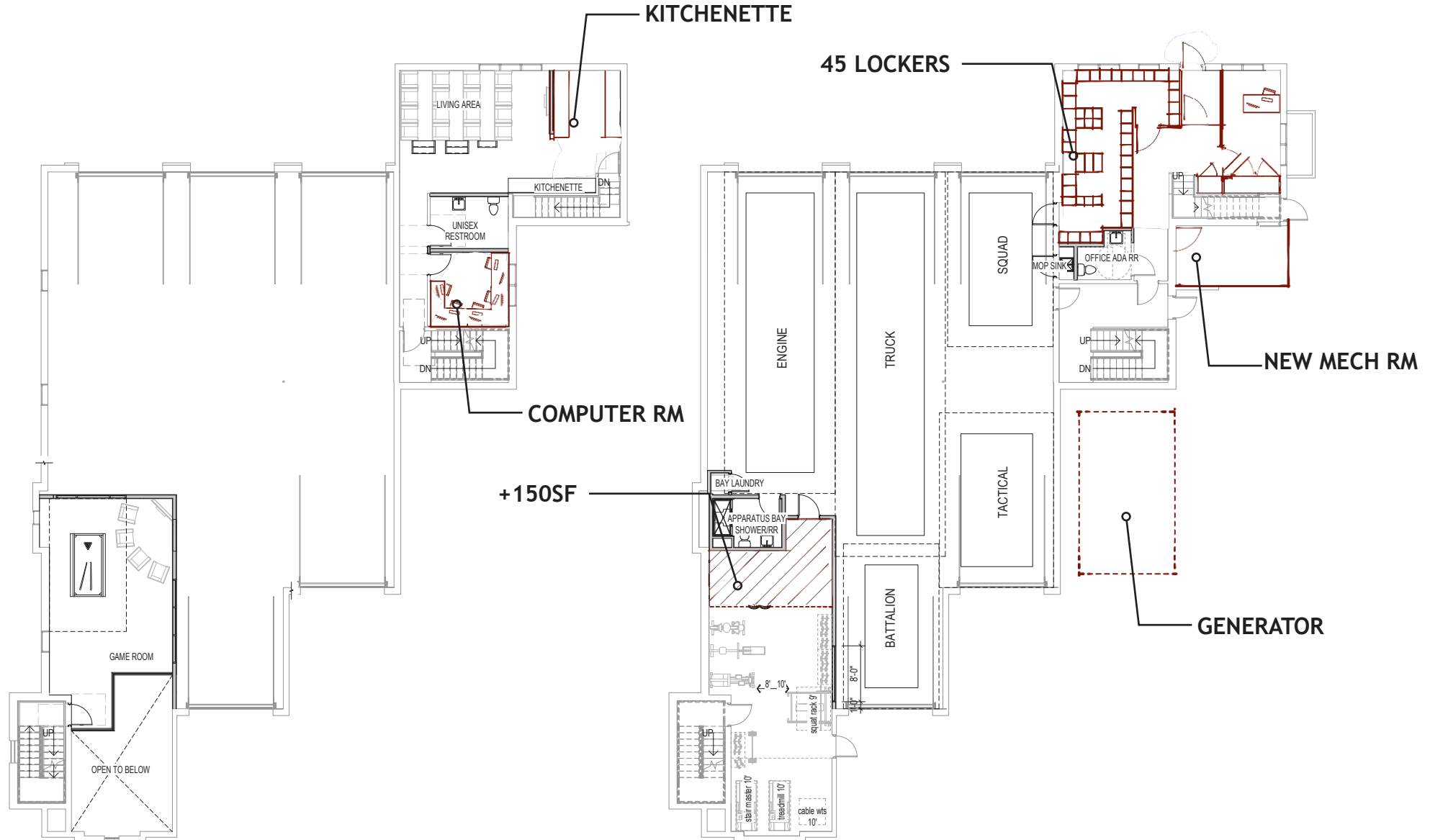
New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408



3 Third Floor
3/32" = 1'-0"



4 Second Floor/Mezzanine
3/32" = 1'-0"

1 First Floor
3/32" = 1'-0"

NOTES:

- All lockers move to former admin area allowing for larger gym
- Battalion Chief moved to First Floor
- BC office on Second Floor converted to computer
- New Mech room added in location of generator
- Generator moved to location indicated on plan

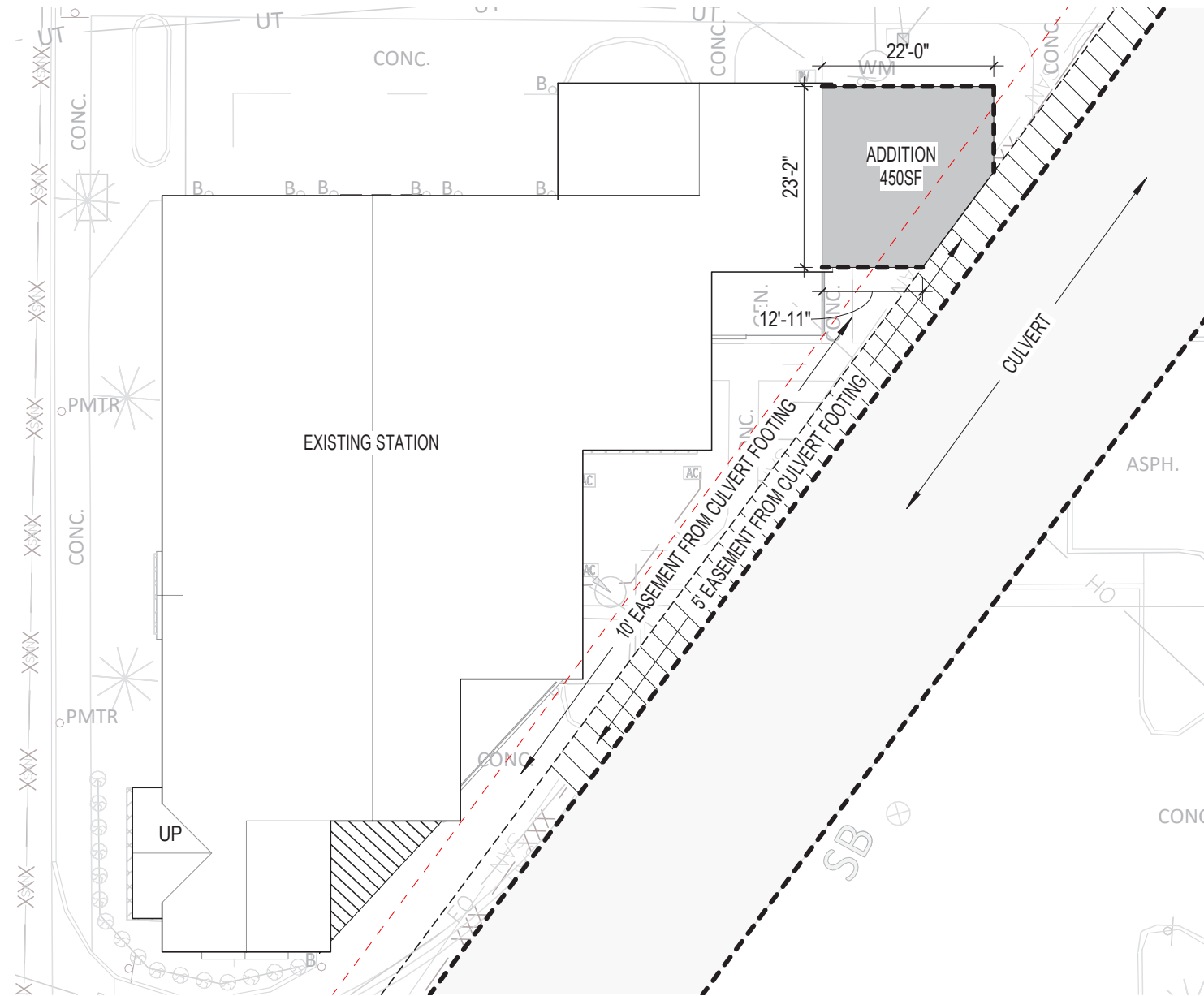


New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408

BASE PLAN CHANGES



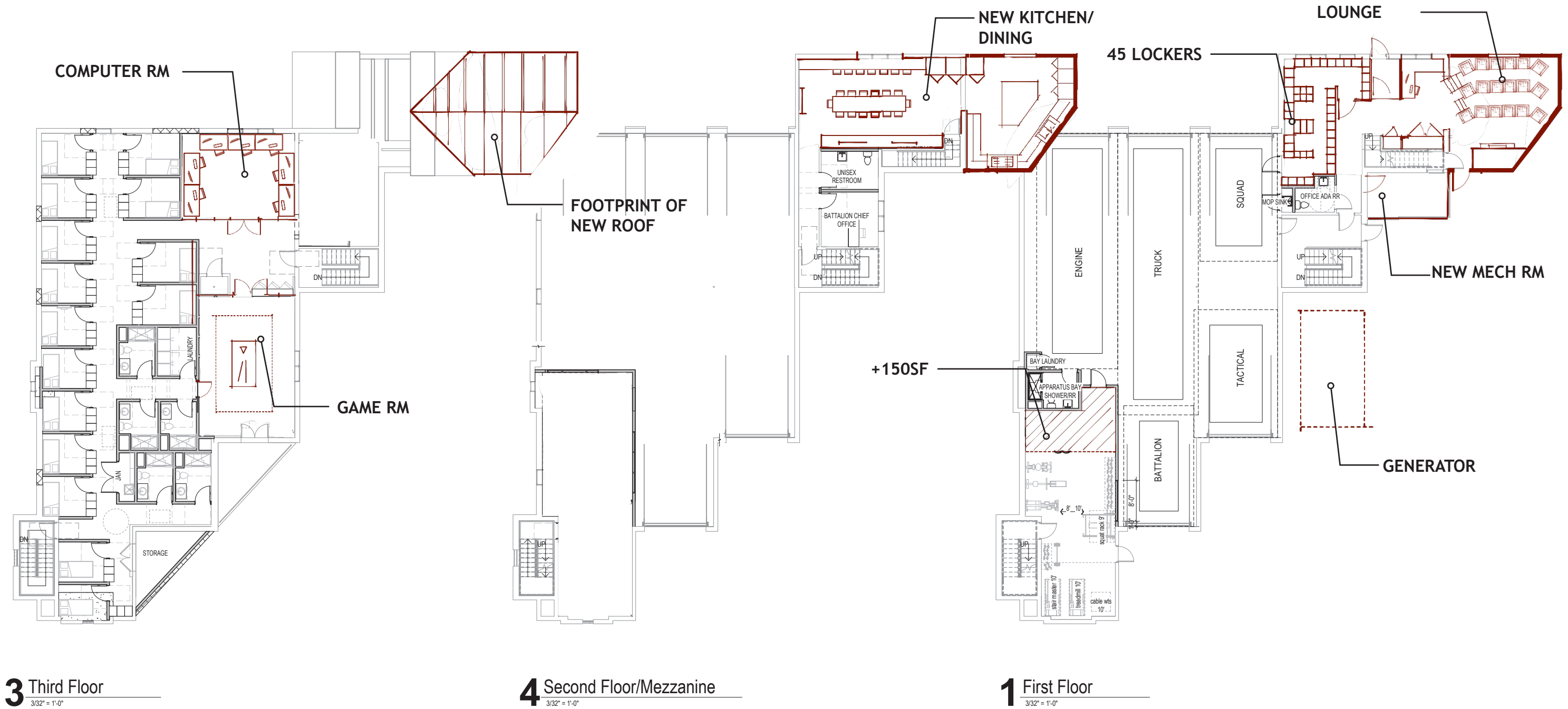
New Construction and Renovation Work for :

Station 1 Renovation Schematic Design



300 E 4th St
Bloomington, IN 47408

CULVERT LOCATE/ADDITION



NOTES:

- Addition of ~1,000SF
- All lockers move to former admin area allowing for larger g
- First Floor Lounge
- New Mech room added in location of generator
- Generator moved to location indicated on plan
- Second Floor Kitchen and Dining Area
- Third Floor Computer/Study area and Game Room

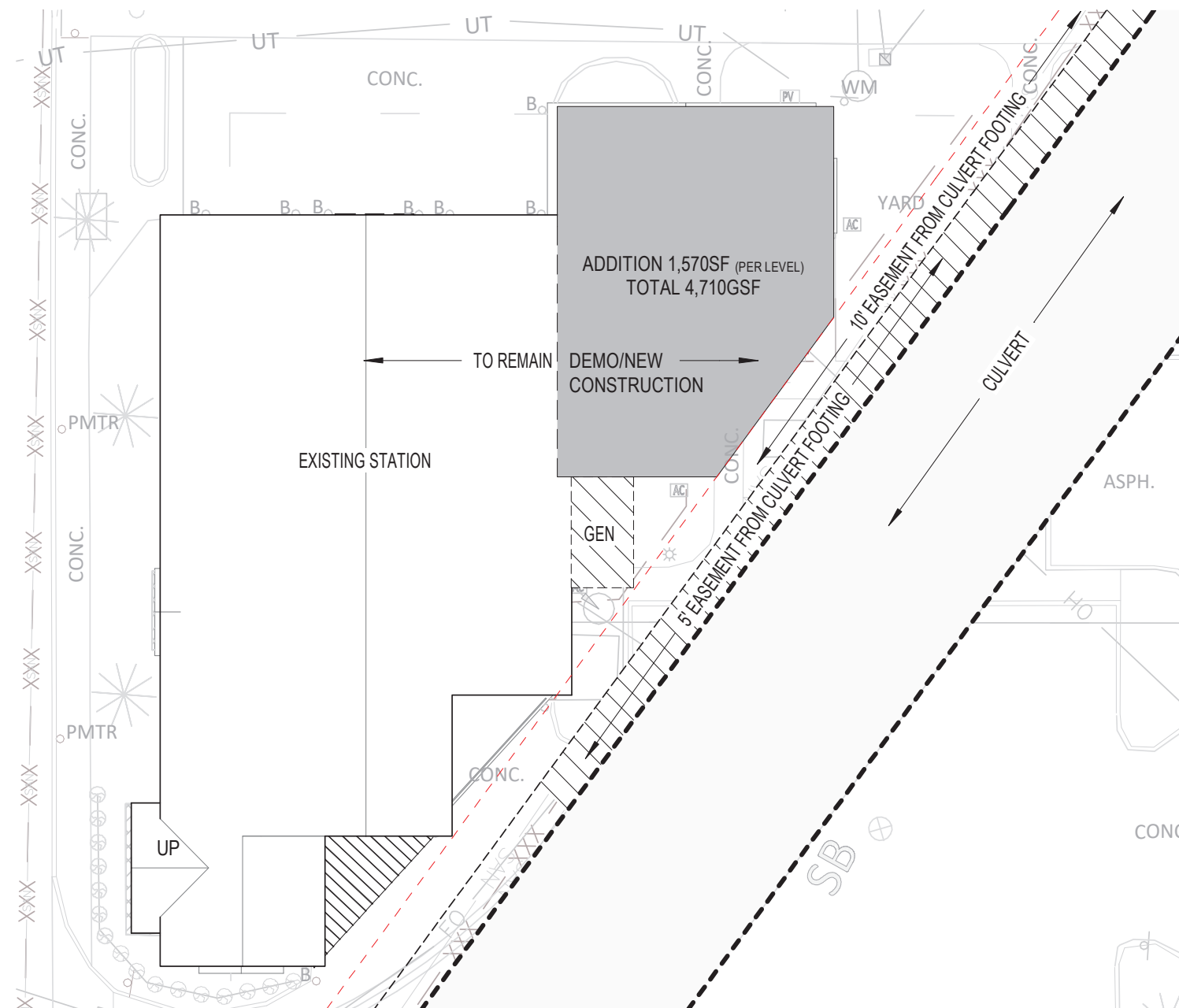


New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408

ADDITION CONCEPT 1



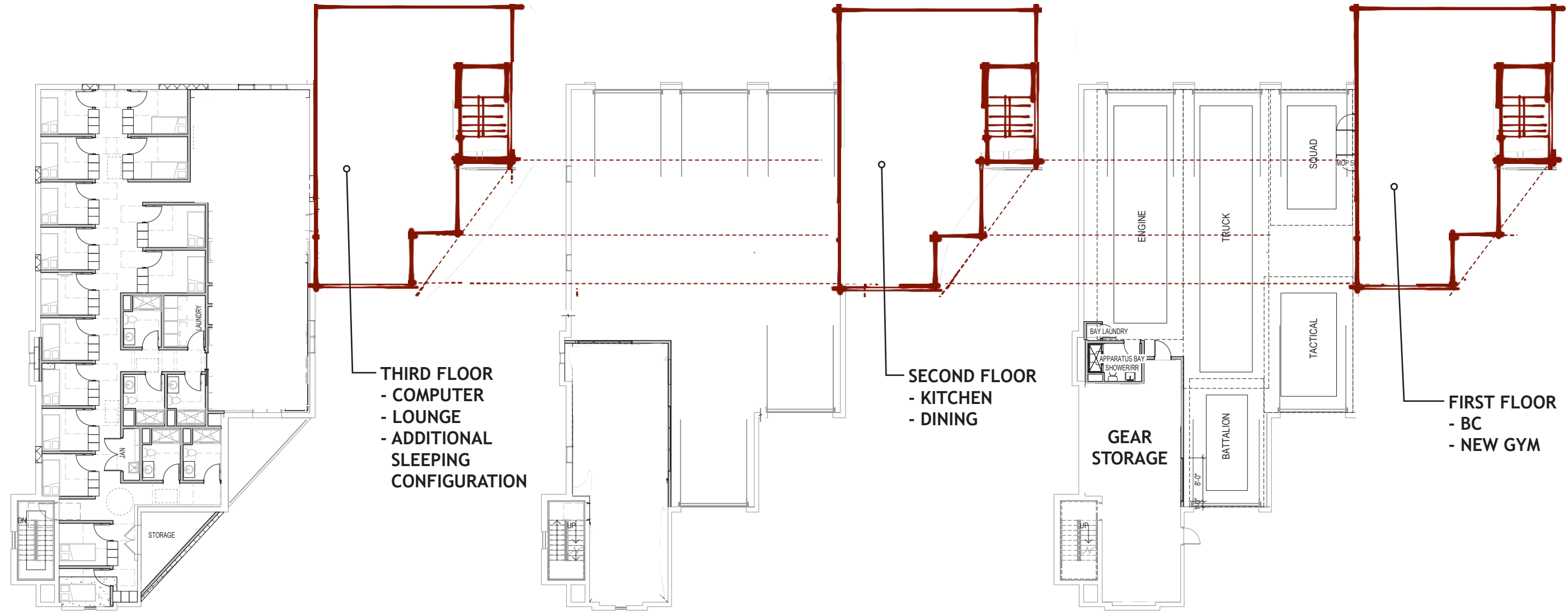
New Construction and Renovation Work for :

Station 1 Renovation Schematic Design



300 E 4th St
Bloomington, IN 47408

CULVERT LOCATE/ADDITION



THIRD FLOOR
 - COMPUTER
 - LOUNGE
 - ADDITIONAL SLEEPING CONFIGURATION

SECOND FLOOR
 - KITCHEN
 - DINING

FIRST FLOOR
 - BC
 - NEW GYM

3 Third Floor
3/32" = 1'-0"

4 Second Floor/Mezzanine
3/32" = 1'-0"

1 First Floor
3/32" = 1'-0"

NOTES:
 - Original: 2,350SF
 - New ~4,710SF
 - Addition +2,360SF

**Various options available

New Construction and Renovation Work for :
Station 1 Renovation Schematic Design



300 E 4th St
 Bloomington, IN 47408

ADDITION CONCEPT 2



ATTACHMENT 4:

Early Schematic drawings of Addition

F21009 - Station 1 Renovation
 10/24/2022 4:13:25 PM
 C:\Users\jpdenton\Desktop\1\Reale\Bloomington Station 1 Temp File\2022-10-05 - F21009 - Bloomington Fire Station 1 - ARCH - detached.rvt
 SDDDDCD



New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
 Bloomington, IN 47408

MARTIN RILEY
 architects-engineers
 221 West Baker Street
 Fort Wayne, Indiana 46802
 TEL. 260.422.7994
 FAX. 260.426.2067

ALL DESIGN ARRANGEMENTS AND PLANS AND LOCATIONS ARE PREPARED BY THE DRAWING AND ARE OWNED BY AND THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS AND SHALL REMAIN THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS. NO PART OF THIS DRAWING OR ANY PART THEREOF SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY ARCHITECTS-ENGINEERS. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR ALL DESIGN AND CONSTRUCTION OF THE PROJECT AND THIS OFFICE SHALL BE NOTIFIED OF ANY VIOLATION FROM THE DRAWING AND CONSTRUCTION BY THE DRAWING USER. THIS OFFICE SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS BEFORE PROCEEDING WITH THE PROJECT.

MARTIN RILEY
 DOCUMENT IN PROGRESS
 NOT FOR CONSTRUCTION

REVISION: _____ DATE: _____

DRAWN BY: NPD
 COMMISSION NUMBER: F21009
 REVIEWED BY: JED
 DATE: 2022-10-24

Concept

CONCEPT PLANS



ATTACHMENT 5:

**Opinion of Probable Cost prepared
by The Hagerman Group (based
upon Early Schematic Plans and
previous 2021 study)**

Project name Building Assesment Budget

Group	Phase	Description	Takeoff Quantity	Grand Total Amount
01----		GENERAL REQUIREMENTS		
	010010	GENERAL CONDITIONS		
		Project General Conditions	12.00 MO	216,000
		Project Staff	12.00 MO	420,000
02----		SELECTIVE DEMOLITION		
	024119	SELECTIVE STRUCTURE DEMOLITION		
		Interior Demolition	7,694.00 SF	55,782
		Exterior Demolition/Windows	44.00 LF	4,400
		Demo Building and Backfill	1.00 LS	65,000
031---		CIP CONCRETE (BLDG)		
	031500	BLDG CONCRETE - HCC		
		Floor Decking (infill)	614.00 SF	3,893
		Floor Patch (existing)	115.00 SF	610
		Footings	172.00 LF	38,700
		Slab On Grade	1,570.00 SF	10,755
		Slab On Metal Deck	2,855.00 SF	14,989
		Stair Pan Infill	1.00 SET	5,000
04----		MASONRY		
	040121	MASONRY RESTORATION		
		Masonry Restoration	1.00 AL	38,500
	042000	UNIT MASONRY		
		Exterior Masonry Infills	100.00 SF	2,800
		Exterior CMU Wall Construction	4,320.00 SF	120,960
		Brick Veneer	2,808.00 SF	98,280
		Interior CMU Wall Construction	5,072.00 SF	126,800
05----		METALS		
	051000	STRUCTURAL METAL FRAMING		
		Miscellaneous Metals	1.00 LS	3,500
		Structural Joist and Decking	4,616.00 SF	103,860
		Solar Panel Support Structure	1.00 LS	12,500
	055100	METAL STAIRS		
		Stair Modification Allowance	1.00 AL	10,000
		New Stairs and Railing	1.00 SET	32,500
	055200	HANDRAILS & RAILINGS		
		Balcony Rails	64.00 LF	13,760
06----		WOOD & PLASTICS		
	061000	ROUGH CARPENTRY		
		Miscellaneous Blocking	1.00 LS	35,000
		Living Area Tiered Platform	0.00 NIC	0
	062000	FINISH CARPENTRY		
		Reception and Computer Counters	52.00 LF	11,180
		Base Cabinets with Counter	82.00 LF	32,800
		Rail Seating Top	9.00 LF	1,620
		Wall Cabinets	46.00 LF	10,120
		Bunk Lockers	48.00 EA	43,200
		Storage/Pantry Shelving	4.00 EA	1,000
07----		THERMAL & MOISTURE PROTECTION		
	072700	AIR BARRIERS		
		Air Barrier and Rigid Insulation	4,320.00 SF	54,000
	074200	WALL PANELS		
		Decorative Metal Panel/Fascia	1,512.00 SF	83,160
	075000	MEMBRANE ROOFING		
		Membrane Roofing	1,804.00 SF	40,590
		Soffit	192.00 SF	6,720
	076000	FLASHING & SHEET METALS		
		Flashing & Sheet Metal	1.00 LS	12,500
		Vent Flashing	1.00 LS	5,000
	077100	ROOF SPECIALTIES		
		Roof Venting Allowance	1.00 AL	10,000
		New Metal Roof	1.00 LS	1,854

Group	Phase	Description	Takeoff Quantity	Grand Total Amount
	078400	FIRESTOPPING		
		Firestopping	1.00 LS	17,000
	079200	JOINT SEALERS		
		Joint Sealants	1.00 LS	40,000
		Exterior Facade Repair Allowance	1.00 AL	20,000
	079500	EXPANSION CONTROL		
		Expansion Control	1.00 LS	8,000
08----		DOORS & WINDOWS		
	081100	METAL DOORS & FRAMES		
		Single Door, Frames, and Hardware	49.00 EA	170,421
		Double Door, Frames, and Hardware	1.00 EA	3,692
		Hardware Upgrade Allowance	4.00 AL	3,705
	083613	OVERHEAD SECTIONAL DOORS		
		Apparatus Bay Door Replacement Allowance	5.00 AL	100,000
		LED Backing System	1.00 LS	15,000
	085100	WINDOWS		
		Replace Exterior Windows	400.00 SF	28,000
		Interior Sliding Window Unit	1.00 EA	1,000
		Sliding Glass Door	1.00 UN	3,850
		Exterior Storefront and Windows	900.00 SF	85,500
09----		FINISHES		
	092100	GYPSUM BOARD ASSEMBLIES		
		New Framing, Drywall, and Insulation	7,468.00 SF	104,552
		Patch Existing Walls and Ceilings	1.00 LS	15,000
		Drywall Ceilings	1,126.00 SF	11,260
		Exterior Framing Allowance for Soffit/Fascia	1.00 AL	40,000
	093013	CERAMIC TILE		
		Wall Tile	1,630.00 SF	32,600
		Floor Tile	298.00 SF	5,364
	095100	ACOUSTICAL CEILINGS		
		Acoustical Celings	6,368.00 SF	39,800
	096100	FLOOR TREATMENT		
		Floor Prep and Leveling	7,236.00 SF	18,090
		Sealed Concrete	1,124.00 SF	3,372
		Polished Concrete	3,768.00 SF	22,608
		Striping	1.00 LS	5,000
	096500	RESILIENT FLOORING		
		LVT Flooring	3,078.00 SF	33,858
		Fitness Flooring	565.00 SF	8,475
	096800	CARPETING		
		Carpeting	2,358.00 SF	11,790
		Walk Off Mat	48.00 SF	480
	098400	ACOUSTICAL PANELS		
		Acoustical Wall Panels	5.00 EA	4,250
	099100	PAINTING		
		Interior and Exterior Painting	11,930.00 SF	62,656
10----		SPECIALTIES		
	100100	MISCELLANEOUS SPECIALTIES		
		Miscellaneous Specialties	12,090.00 SF	15,113
	101100	VISUAL DISPLAY BOARDS		
		Visual Display Boards	4.00 EA	7,400
	101400	SIGNAGE		
		Interior Room Signs	1.00 LS	3,500
		Exterior Signage	1.00 LS	12,500
	102116	SHOWER & DRESSING COMPART		
		Shower Curtains	6.00 EA	1,650
	102600	WALL AND DOOR PROTECTION		
		Wall & Door Protection	1.00 LS	7,500
	102800	TOILET & BATH ACCESSORIES		
		Toilet & Bath Accessories for Restrooms 281	7.00 EA	3,500
	104400	FIRE PROTECTION SPECIALTIES		

Group	Phase	Description	Takeoff Quantity	Grand Total Amount
	104400	FIRE PROTECTION SPECIALTIES		
		Fire Ext. Cabinets/Accsry Supply	9.00 EA	2,964
	105100	LOCKERS		
		Gear Storage Lockers	45.00 EA	22,500
	107316	CANOPIES		
		Prefabricated Canopy	1.00 EA	10,000
	107500	FLAGPOLES		
		Flagpole	3.00 EA	15,000
11----		EQUIPMENT		
	111100	VEHICLE SERVICE EQUIPMENT		
		Vehicle Exhaust System	1.00 LS	125,000
	112326	COMMERCIAL LAUNDRY EQUIPMENT		
		Laundry Equipment	6.00 EA	3,000
	113100	RESIDENTIAL APPLIANCES		
		Ice Machine	1.00 EA	750
		Refrigerators	3.00 EA	7,500
		Range	1.00 EA	2,850
12----		FURNISHINGS		
	122100	WINDOW BLINDS		
		Window Shades	21.00 EA	7,350
	125000	FURNITURE		
		Furniture, Fixtures, Equipment	0.00 NIC	0
	129300	SITE FURNISHINGS		
		Site Furnishing (existing)	0.00 NIC	0
21----		FIRE SUPPRESSION		
	210000	FIRE SUPPRESSION		
		Asphalt Patch for Water Service	1.00 LS	2,500
		New Fire Sprinkler System	11,930.00 SF	59,650
22----		PLUMBING		
	220000	PLUMBING		
		Clean Trench Drains	1.00 LS	5,000
		New Plumbing Distribution and Fixtures	4,236.00 LS	50,832
		Plumbing Distribution and Fixtures in Existing	7,694.00 LS	61,552
23----		HVAC		
	230000	MECHANICAL		
		Fume Hood	1.00 LS	15,000
		New HVAC Distribution and Equipment	4,236.00 SF	180,030
		HVAC Distribution and Equipment in Existing Area	7,694.00 SF	230,820
		Temperature Controls	1.00 LS	65,000
		Test and Balance	1.00 LS	22,500
26----		ELECTRICAL		
	260000	ELECTRICAL		
		Relocate Existing Equipment/Generator	1.00 LS	25,000
		New Electrical Distribution and Power	4,236.00 SF	112,254
		Existing Electrical Upgrades	7,694.00 SF	140,416
		Fire Alarm	11,930.00 SF	26,843
		Communication	11,930.00 SF	23,860
		New Generator	0.00 NIC	0
		Vehicle Exhaust Power Requirements	1.00 LS	7,500
		Solar Panels on New Addition	1.00 LS	50,000
31----		EARTHWORK		
	310000	EARTHWORK		
		Site Clearing and Building Pad Prep	1.00 LS	35,000
		Underpinning Allowance	1.00 LS	25,000
		Asphalt and Concrete Demolition	4,880.00 SF	34,160
32----		EXTERIOR IMPROVEMENTS		
	321216	ASPHALT PAVING		
		Patch Asphalt at Utility Work	612.00 SF	6,120
	321313	CONCRETE PAVING		
		Concrete Paving	4,880.00 SF	55,769

Group	Phase	Description	Takeoff Quantity	Grand Total Amount
	321313	CONCRETE PAVING		
		Concrete Sidewalks, Curbs and Stoops Allowance	1.00 AL	20,000
	329300	PLANTS		
		Trees, Plants & Groundcover Allowance	1.00 AL	15,000
33----		UTILITIES		
	331100	SERVICE UTILITIES		
		Re-Work Existing Exterior Utilities (water, storm, gas)	1.00 LS	100,000
		Flre Sprinkler Water Service	1.00 LS	25,000
		Sewer Extension (gravity sewer)	102.00 LF	21,930

Estimate Totals

Description	Amount	Totals	Hours	Rate
Sub Total (Construction Cost)		4,327,466		
Escalation Allowance (6 months)	259,648			6.000 %
Design and Estimating Contingency	550,454			12.000 %
Contractor Fee	205,503			4.000 %
Contractor Performance and Payment Bond	53,431			1.000 %
TOTAL (Hard Construction Cost)		5,396,502		

To remove approximately 3620 SF of existing asphalt pavement and replace with 8" concrete pavement would add 83,387



ATTACHMENT 6:

Concept Sketches of Station 1 Addition







MEMO FROM COUNCIL OFFICE ON:

Ordinance 22-38 – To Amend the City of Bloomington Zoning Maps by Rezoning a 87.12 Acre Property from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI) - Re: Northeast Corner of W. Fullerton Pike and S. State Road 37 (Monroe County Government, Petitioner)

Synopsis

Ordinance 22-38 would rezone 87.12 acres from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI).

Relevant Materials

- Ordinance 22-38
- Certification from Plan Commission
- Staff Memo from Jackie Scanlan
- Map of surrounding zoning
- Aerial map
- Map showing locations of property zoned “Mixed-Use Institutional”
- Project Memorandum re: New Monroe County Correctional Facility – Anticipated Site Acreage
- Letters from Petitioner
- Environmental Reports prepared for Monroe County (due to their length, these reports are available for inspection in the City Clerk’s Office and available online in a supplemental packet here: https://bloomington.in.gov/onboard/meetingFiles/download?meetingFile_id=11162)

Certified by Plan Commission

Ordinance 22-38 was certified by the Plan Commission to the Council on November 18, 2022 and was given a recommendation of denial by a vote of 6 Ayes, 3 Nays, and 0 abstentions. The Plan Commission considered this rezone request at its October 10th meeting ([minutes](#) and [meeting recording](#)) and again at its November 14th meeting ([meeting recording](#)).

Summary

Ordinance 22-38 would rezone a parcel of property from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI). This rezone request comes forward from Monroe County government as the petitioner. The property owner (Bill C. Brown) has been working with the County on a possible sale of the site to serve as the location of a new County Jail facility (among other potential uses). As noted in the included letters from the Petitioner, the County has been considering which related justice components of the County might also need to be relocated to a new site along with a jail.



Information about the County’s Community Justice Response Committee and criminal justice documents/studies referenced in the Petitioner’s letters can be found here:

<https://www.co.monroe.in.us/departments/board.php?structureid=178>

The use of property for a “jail or detention facility” is currently only allowed in two zones – Employment (EM) and Mixed-Use Institutional (MI). In both zones, the use is conditional, meaning the use is permitted only after a petitioner obtains conditional use approval pursuant to [BMC 20.06.050\(b\)](#) (Conditional Use Permit). The conditional use permit process does not involve Common Council review. In addition to standards that apply generally to the MI zone, the use is also subject to use-specific standards in [BMC 20.03.030\(c\)\(4\)](#) as follows:

- a) Adequate access shall be provided to a street classified as a collector or arterial per the Transportation Plan.
- b) The design and intensity of the use, site, and structure shall be compatible with the surrounding area.
- c) Site design and security measures shall ensure that the peace and safety of the surrounding area shall not be disturbed or impaired.

UDO Zoning Map Amendments Generally

The Council’s review of a proposal to change the City’s zone maps is guided by state statute. Within ninety (90) days after a proposal to amend the zoning map is certified to the Council by the Plan Commission, the Council may adopt or reject the proposal. If the Council fails to act on the proposal within 90 days after certification, the ordinance would be defeated. As a condition to the adoption of a rezoning proposal, the owner of a parcel of real property may be required or allowed to make a commitment concerning the use or development of that parcel, subject to certain requirements contained in state law. (See IC [36-7-4-1015](#)).

Proposals to amend the official zoning map are governed by local code under [BMC 20.06.070](#) and by state law under Indiana Code 36-7-4 in the “600 Series – Zoning Ordinance.” As a threshold matter, state law provides that the purpose of the local planning and zoning laws are “to encourage units to improve the health, safety, convenience, and welfare of their citizens and to plan for the future development of their communities to the end:

1. that highway systems be carefully planned;
2. that new communities grow only with adequate public way, utility, health, educational, and recreational facilities;
3. that the needs of agriculture, forestry, industry, and business be recognized in future growth;
4. that residential areas provide healthful surroundings for family life; and
5. that the growth of the community is commensurate with and promotive of the efficient and economical use of public funds.”



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Further, in considering a zoning map amendment, both state and local codes require the legislative body to pay reasonable regard to:

1. the [Comprehensive Plan](#);
2. current conditions and the character of current structures and uses in each district;
3. the most desirable use for which the land in each district is adapted;
4. the conservation of sensitive environmental features (a local criteria);
5. the conservation of property values throughout the jurisdiction; and
6. responsible development and growth.

I.C. [36-7-4-603](#); BMC [20.06.070](#).

Importantly, these are factors that a legislative body must *consider* when deliberating on zoning ordinance proposals. However, nothing in statute requires that the Council find absolute conformity with each of the factors outlined above. Instead, the Council is to take into consideration the entire constellation of the criteria, balancing the statutory factors. Notably, Indiana courts have found that comprehensive plans are guides to community development, rather than instruments of land-use control. A municipality must consider all factors and make a balanced determination. *Borsuk v. Town of St. John*, 820 N.E.2d 118 (2005).

Zoning Commitments

As a condition to the adoption of a rezoning proposal, the owner of a parcel of real property may be required or allowed to make a commitment concerning the use of development of that parcel. Commitments are subject to a number of statutory provisions as to form, binding effect, modification, termination, and effectiveness. Indiana Code provides that commitments shall be recorded and that after recording, commitments are binding on subsequent owners or any other person who acquires an interest in the property. Commitments may contain terms providing for their expiration or terms that provide that the commitment automatically terminates. During the time a rezoning proposal is being considered by the Council, it is possible for an owner to make a new commitment or modify the terms of a commitment that was made when the proposal was being considered by the Plan Commission.

Contact

Jackie Scanlan, Development Services Manager, scanlanj@bloomington.in.gov, (812) 349-3524

ORDINANCE 22-38

**TO AMEND THE CITY OF BLOOMINGTON ZONING MAPS BY REZONING A 87.12
ACRE PROPERTY FROM MIXED-USE EMPLOYMENT (ME) TO MIXED-USE
INSTITUTIONAL (MI)**

**- Re: Northeast Corner of W. Fullerton Pike and S. State Road 37
(Monroe County Government, Petitioner)**

WHEREAS, Ordinance 20-06, which repealed and replaced the official zoning map within Title 20 of the Bloomington Municipal Code Entitled, “Unified Development Ordinance” went into effect on April 18, 2020; and

WHEREAS, the Plan Commission has considered this case, ZO-40-22, and forwarded with a negative recommendation the petition from Monroe County Government to amend the zoning map to rezone 87.12 acres from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI); and

WHEREAS, the Plan Commission therefore requests that the Common Council consider this petition;

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

SECTION 1. Through the authority of IC 36-7-4 and pursuant to Chapter 20.04 of the Bloomington Municipal Code, the zoning of the property located at the northeast corner of W. Fullerton Pike and S. State Road 37 shall be amended to be zoned as Mixed-Use Institutional (MI). The property is further described as follows:

A part of the Southwest Quarter of Section 18, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows: Beginning at a point 884.99 feet West of the Southeast corner of said Southwest Quarter, said point being on the South line of said Southwest Quarter, thence North 00 degrees 00 minutes 00 seconds East for a distance of 2628.76 feet to the North line of said Southwest Quarter, thence South 89 degrees 57 minutes 30 seconds West over and along said North line for a distance of 1682.50 feet to the East right-of-way of State Road 37, thence over and along the East right-of-way by the following courses and distances: South 01 degrees 11 minutes 19 seconds East 310.82 feet Southeasterly 703.88 feet on an arc to the left having a radius of 5564.58 feet and being subtended by a long chord bearing South 04 degrees 47 minutes 19 seconds East 703.41 feet; South 05 degrees 59 minutes 03 seconds East, 293.42 feet; Southeasterly 1266.37 feet on an arc to the left having a radius of 5584.58 feet and being subtended by a long chord bearing South 17 degrees 55 minutes 30 seconds East, 1263.66 feet; South 69 degrees 50 minutes 09 seconds East 215.25 feet; North 89 degrees 16 minutes 53 seconds East 488.72 feet; South 01 degrees 41 minutes 45 seconds East 57.64 feet to the South line of said Southwest Quarter, thence North 89 degrees 32 minutes 51 seconds East over and along said South line for a distance of 505.39 feet to the point of beginning. Containing 90.89 acres, more or less.

EXCEPTING THEREFROM a part of the Southwest Quarter of Section 18, Township 8 North, Range 1 West, Monroe County, Indiana and being that part lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat, marked as EXHIBIT B, in that certain Agreed Finding and Judgment recorded September 1, 2016, at Instrument No. 2016012211, in the office of the Recorder of Monroe County, Indiana and described as follows: Beginning at a point on the South Line of said Section, North 88 degrees 49 minutes 50 seconds West 921.00 feet, (884.99 feet by Instrument Number 2008006074), from the Southeast corner of said quarter Section, said Southeast corner being designated as point “81825” on said Plat; thence North 88 degrees 49 minutes 50 seconds West 505.39 feet along said South Line to the Southwest corner of the above described Parcel ; thence North 0 degrees 14 minutes 08 seconds West 73.33 feet, (57.64 feet by said Instrument Number 2008006074), along a West line of the above described Parcel to a South line of the above described Parcel; thence North 89 degrees 39 minutes 34 seconds West 495.34 feet, (488.72 feet by said Instrument Number 2008006074), along said South Line to the Northeastern boundary of the intersection of State Road 37 and said Fullerton Pike as described in Deed Record 205, page 157; thence North 68 degrees 46 minutes 36 seconds West 215.25 feet along the boundary of the intersection of said State Road 37 and Fullerton Pike to the

Northeastern boundary of said State Road 37; thence along the boundary of said State Road 37, Northwesterly 17.17 feet along an arc to the right having a radius of 5,584.58 feet and subtended by a long chord having a bearing of North 23 degrees 16 minutes 26 seconds West and a length of 17.17 feet to point "4183" designated on said Plat; thence North 87 degrees 49 minutes 24 seconds East 633.67 feet to point "4182" designated on said Plat; thence North 77 degrees 21 minutes 33 seconds East 230.49 feet to point "4181" designated on said Plat, thence South 52 degrees 57 minutes 06 seconds East 157.61 feet to point "4180" designated on said Plat; thence South 89 degrees 25 minutes 55 seconds East 227.35 feet to the East Line of the above described Parcel; thence South 1 degree 03 minutes 00 seconds West 157.61 feet along said East Line to the point of beginning and containing 3.770 acres, more or less, inclusive of the presently existing right-of-way which contains 0.239 acres, more or less, leaving after said exception 87.12 acres, more or less.

SECTION 2. This rezoning shall be approved as attached hereto and made a part thereof.

SECTION 3. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2022.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

Ordinance 22-38 would rezone 87.12 acres from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI).

****ORDINANCE CERTIFICATION****

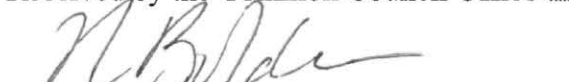
In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 22-38 is a true and complete copy of Plan Commission Case Number ZO-40-22 which was given a recommendation of denial by a vote of 6 Ayes, 3 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on November 14, 2022.



Date: November 18, 2022

Scott Robinson, Secretary
Plan Commission

Received by the Common Council Office this 18th day of November, 2022.



Nicole Bolden, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement Ordinance # _____	Resolution # _____
---------------------------------	---	--------------------

Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____	Emergency _____
Unforeseen Need _____	Other _____

Funds Affected by Request:

Fund(s) Affected _____		
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/-)	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes _____ No _____ X _____

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

This is a map amendment request, which will not produce any major fiscal impacts, as it is not development.

Interdepartmental Memo

To: Members of the Common Council
From: Jackie Scanlan, AICP Development Services Manager
Subject: ZO-40-22
Date: November 18, 2022

Attached are the staff report, petitioner's statement, maps, and exhibits which pertain to Plan Commission case ZO-40-22. The Plan Commission heard this petition at the November 14, 2022 hearing and voted 6-3 to send this petition to the Common Council with a negative recommendation. The Plan Commission report and additional exhibits are attached.

REQUEST: The petitioner is requesting a map amendment (rezone) of approximately 87.12 acres from Mixed-Use Employment (ME) to Mixed-Use Institutional (MI) for the purpose of building a new jail facility.

BACKGROUND:

Area: 87.12 acres
Current Zoning: Mixed-Use Employment (ME)
Comp Plan Designation: Employment Center / I-69 and Interchange Focus Area
Existing Land Use: Vacant
Proposed Land Use: Jail or Detention Facility
Surrounding Uses: North – Vacant / Old Quarry
South – Highway Interchange / Dwelling, Single-family (detached)
East – Quarry
West – Highway Interchange / Dwelling, Single-family

CHANGES SINCE THE OCTOBER HEARING AND UPDATED REPORT: The petition was heard and discussed at the October 10, 2022 Plan Commission hearing. Concerns were discussed related to issues raised in the staff report, as well as the necessity of finding a new location and the available land for the desired use. The petitioner opened the site for tours for the Plan Commission in late October. No additional information has been provided for the packet since that time. The petitioner indicated that a Phase I and a Phase II Environmental study were done, as well as a jurisdictional and wetlands report, but those have not been submitted for review by the Plan Commission. The petitioner also indicated that they were in the process of getting a geotechnical report done, as well as a review and report by a geologist before the next hearing. None of those documents have been received for review by the Plan Commission.

Various assumptions, or starting points, for the petition were discussed at the hearing. One assumption is the size needed for the facility for which the map amendment is sought. The petitioner has submitted various size needs ranging from 20 to more than 40 acres. Per the petitioner at the hearing, the 25 acres is needed for a jail building that could be 2-3 acres in size, with surrounding area for parking and drainage requirements. This assumption has a great effect on the possible locations in the City of Bloomington, as 25 to 40+ vacant acres of developable, properly zoned land is difficult to identify. This assumption is concerning because no information (for example, a site plan) has been submitted to explain the desired amount of land. Additionally, the County petitioned to have a portion of the Thomson PUD amended to allow for a juvenile detention facility, sentencing programs, and a future jail on a portion that is owned by the County

in 2002. That site is currently undeveloped.

The petitioner indicated that the petition site would not be purchased solely for jail purposes, and indicated that there are other needs that need to be filled, such as transitional housing, a detox center, and work/release. Without even a basic site plan, it is difficult to determine whether or not this site can support more than the 40 acres needed for the jail facility and other supportive facilities because of the environmental constraints.

A number of new county jail facilities have been planned or built across Indiana in the last five years, and staff was able to gather some information for the purpose of comparison. The Wabash County facility required 20 acres, Henry County (246 beds and sheriff's office) required 20-30 acres, Delaware County required 21 acres, and Vigo County (494 beds) plans on 22 acres. A comparison or more information about comparable facilities and their required acreage may be instructive to the Plan Commission and Common Council.

A second assumption mentioned by the petitioner in the October hearing is that the facility needs to be located within the corporate boundaries of Bloomington to satisfy the City. The current location of the jail facility and its ancillary supportive services are in the heart of downtown, at 7th Street and College Avenue. Concern about the impacts of moving the facility away from downtown is reasonable, and something that should be part of the discussion of the location of a new facility. However, the City has not been included in discussion of the long-term planning of this new facility, so we are not aware of how the effects of moving were considered.

The petitioner stated at the hearing that Bloomington Transit would work with the petitioner to provide access to the site.

REPORT FROM FIRST HEARING: The petition site is 87.12 acres and is one parcel that is located at the northeast corner of the intersection of West Fullerton Pike and South State Road 37 / Interstate 69. The property is zoned Mixed-Use Employment (ME). The property is currently undeveloped. The property was previously zoned Planned Unit Development (PUD) and received approval to sell its top soil for the I-69 corridor project. The property was subsequently reseeded and vegetation exists where the topsoil was removed. The property immediately to the north is also zoned ME and is currently vacant. Surrounding land uses include other commercial offices and manufacturing buildings. Property to the northeast and east is zoned Quarry (Q), is outside of the corporation boundaries, and contains a previously used quarry (northeast) and an active quarry (east). Property to the south is zoned Limited Business (LB) and Agriculture/Rural Reserve (AG/RR), is located outside of the corporation boundary, and appears to contain single-family residences. State Road 37 / Interstate 69 is to the west, with property immediately to the west being zoned Limited Industrial (IL) at the interchange, with the remainder as Single Dwelling Res 3.5 (RS 3.5) which is a large single-family residential development.

The petitioner is in conversation with the property owner and is planning to purchase the property in order to relocate the existing Monroe County Jail facilities to this location. The petitioner has provided that at least 25 acres are needed for the new jail facility and that, though no details have been determined at this time, additional acreage will likely be needed for supportive services that may be moved to be in close proximity to a new jail location.

The petition site is currently zoned ME, which does not allow for the use 'Jail or Detention Facility'. The use is limited in the Unified Development Ordinance (UDO), the zoning code, to

either the Mixed-Use Institutional (MI) or Employment (EM) zoning districts. The use is ‘Conditional’ in both MI and EM. The petitioner is requesting a map amendment to rezone the property to MI.

The Department has identified a number of areas of concern related to the request, and has communicated those to the petitioner. Responses can be seen in the attached letter from the Monroe County Attorney’s office dated August 29, 2022. The Plan Commission, and ultimately the Common Council, will need to weigh a number of factors when analyzing this request, including the areas of concern identified by the Department, which are discussed briefly below. The largest issue, compliance with the Comprehensive Plan, is discussed in more detail in the next section.

Environmental Site Considerations: The site contains large amounts of closed canopy tree areas along the eastern portion of the site, which will need to be preserved with any development. There are also some low-lying areas and karst features. A previous approval at the site has outlined in some detail the areas that require preservation. The petitioner has stated that no disturbance of those areas is envisioned at this time. Additionally, the Department has heard from neighboring property owners with concerns about stormwater that leaves this site now and how that will change and be addressed in future development. The site was also used as an I-69 soil borrow site and may have issues in the future where top soil will need to be replaced on the site in order for required landscaping to be achieved.

Access: The site will derive vehicular access from West Fullerton Pike. The Transportation Plan includes a roadway connection on the west side of the property to connect to the north. A map amendment does not automatically require right-of-way dedication for that roadway, however, the petitioners have been made aware that any future subdivision will trigger dedication and development of that roadway.

There is no transit service adjacent to the site. Bloomington Transit has indicated that no future transit service is planned adjacent to the site. While the map amendment does not raise immediate concerns about transit access for the site, approving a map amendment in order to allow for the particular use, ‘jail or detention facility’, when no transit access is planned, raises concerns. The petitioner has indicated that they plan to have discussions with Bloomington Transit about future connections.

Site Design: No site plan is required for approval of a map amendment. However, in the case where a map amendment is being requested in order to allow for a particular use, and for one as potentially impactful as a ‘jail or detention facility’ requiring at least 25 acres for development, a site design may be useful for decision makers to weigh potential impacts. The petitioner is currently working on analysis of the site and does not have a site design to share.

COMPREHENSIVE PLAN: The Comprehensive Plan designates this site as ‘Employment Center’ and it is also part of the ‘I-69 and Interchange’ Focus Area. The Comprehensive Plan envisions that Employment Centers will allow “Bloomington to keep pace with the changing economy – the main purpose of the district.” The Department has concerns about whether or not the rezone is supporting this basic goal of the Employment Center area, as the current zoning, ME, seems to support this goal. MI limits the number and type of uses at the site, and the particular use desired by the petitioner further limits the site in meeting the purpose of Employment Center.

The site is in the ‘Employment Center’ designation in the Comprehensive plan, as well as part of

the ‘I-69 and Interchange’ Focus Area. The Employment Center description lists the following:

- Professional and business offices, light assembly plants, flex-tenant facilities, and research and development centers.
- Mix of office and light/high-tech manufacturing uses that provide quality employment opportunities.
- Good access to main thoroughfares and transit service

While MI can provide opportunity for the first and second bullet points above, the Department is concerned that rezoning the property for the specific intent of building a large jail does not support these outcomes of the Employment Center designation. Additionally, the existing zoning, ME, may encourage more of the types of uses desired than the MI district. For the third point, West Fullerton Pike offers excellent vehicular access, however, there is currently no transit to this location. The Department encouraged the petitioners to meet with Bloomington Transit to discuss possible future service. There is no planned service at this time.

The Interchange guidance in the Comprehensive Plan lists the following:

- Offer key opportunities as premier entry points into Bloomington.
- While serving regional employment and commercial interests, the overarching context along the corridor should convey a sense of arrival in Bloomington.
- The interchanges must welcome and invite everyone to access the whole community and not simply provide a generic respite along an interstate highway.

The MI zoning district may offer opportunity for these goals to be met. However, the proposed use, jail or detention facility, for which the rezone is sought, raises questions about how the area can be developed to be a premier entry point into Bloomington, as well as how it will serve regional employment and commercial interests. The goal for development of the interchanges is to invite users into the community, and the Department is concerned about rezoning the property in order to allow a 25 acre jail site on an 80+ acre parcel will accommodate that goal.

The Transform theme is recommended for the development of this area in the Comprehensive Plan and says the following:

- Commercial areas to serve the office, research, and light-manufacturing base

The MI zoning district could allow for some uses that would satisfy this description, but arguably not more than the ME district. And the desired use, jail or detention center, does not support this. Additionally, MI has no ‘Retail Sales Uses’ allowed in the Allowed Use Table (Table 3-1) of the Unified Development Ordinance, and the use ‘restaurant’ is only allowed as an accessory use. The MI zoning district is not designed to allow supportive commercial services.

Zoning Map Amendment: The Plan Commission shall review the zoning map amendment petition and shall forward its recommendation to the Common Council in accordance with Section 20.06.040(g) (Review and Decision), based on the approval criteria in Section 20.06.040(d)(6) Approval Criteria) and the following specific approval criteria:

20.06.040(d)(6)(B) General Compliance Criteria

- i. Compliance with this UDO
- ii. Compliance with Other Applicable Regulations
- iii. Compliance with Utility, Service, and Improvement Standards
- iv. Compliance with Prior Approvals

PROPOSED FINDING: The request for a map amendment complies with the UDO, and no other applicable regulations are known. Compliance with specific utility, service, and

improvement standards will be assessed at the site development stage. Prior approvals delineated environmental feature preservation, and those areas will be protected.

20.06.040(d)(6)(D) Additional Criteria Applicable to Primary Plats and Zoning Map Amendments (Including PUDs)

- i. Consistency with Comprehensive Plan and Other Applicable Plans
- ii. Consistent with Intergovernmental Agreements
- iii. Minimization or Mitigation of Adverse Impacts
- iv. Adequacy of Road Systems
- v. Provides Adequate Public Services and Facilities
- vi. Rational Phasing Plan

PROPOSED FINDING: The Comprehensive Plan designation for the site is ‘Employment Center’ and it is also part of the ‘I-69 and Interchange’ Focus Area, and is discussed above. The Comprehensive Plan envisions that Employment Centers will allow “Bloomington to keep pace with the changing economy – the main purpose of the district.” The Department has concerns about whether or not the rezone is supporting this basic goal of the Employment Center area, as the current zoning, ME, seems to support this goal. The planned facility for which the map amendment is requested is not a use that is typically considered an employment generator in line with the goals of the Comprehensive Plan. However, the Department recognizes that the community need for such a facility exists. However, an amendment to the Comprehensive Plan to allow the use at this location may be appropriate. The map amendment will not create adverse impacts, though future development will have to consider stormwater runoff, as well as preservation and protection of the environmental features on the site. No new road systems are required with the map amendment, though a roadway connection will be needed with any future subdivision. Discussions with Bloomington Transit are underway for future development at the site. No phasing is necessary for a map amendment.

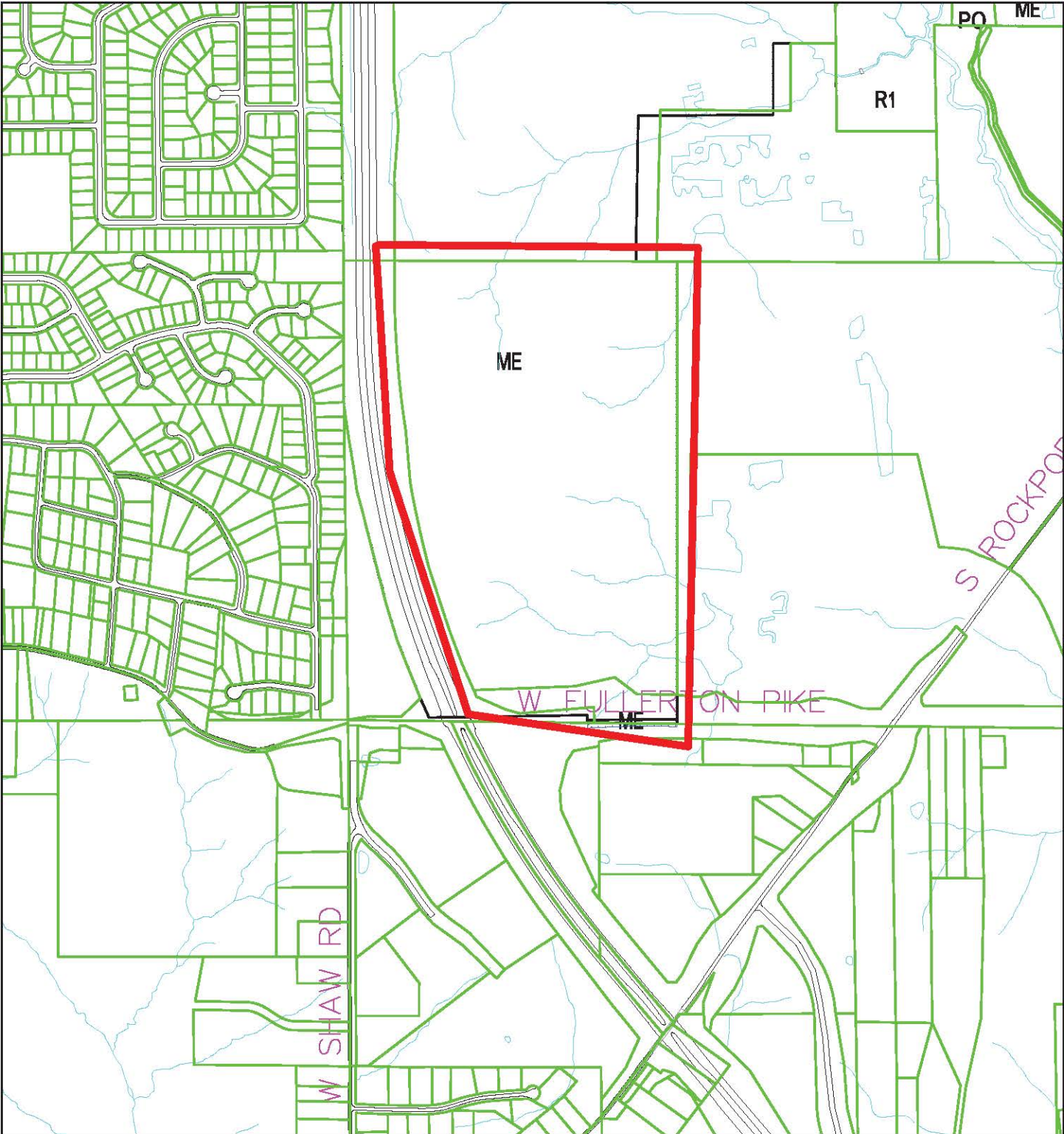
20.06.070(b)(3)(E)(i)(1) Specific Approval Criteria:

- [a] The recommendations of the Comprehensive Plan;
- [b] Current conditions and character of structures and uses in each zoning district;
- [c] The most desirable use for which the land in each zoning district is adapted;
- [d] The conservation of sensitive environmental features;
- [e] The conservation of property values throughout the jurisdiction; and
- [f] Responsible development and growth.

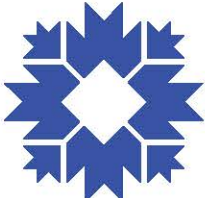
PROPOSED FINDING: The current zoning designation of ‘Employment’ is in line with the Comprehensive Plan designation. There is currently no development on the site. Because the property is desired for employment, a map amendment to move the property away from the Employment zoning designation may not produce the most desirable uses. The sensitive features will be protected during the development phase for the site. It is difficult to indicate what the effect of the map amendment will be on the property values of properties throughout the jurisdiction. While the current jail facility is in need of correction or replacement, doing a map amendment at this location in order to allow for a new facility here may not be the most responsible growth choice.

CONCLUSION: The Department understands the practical and necessary needs for a progressive and comprehensive criminal justice system, including a new or updated jail facility and its associated wrap around services the petitioner is seeking to address. The Department is concerned that not enough information has been presented about why the map amendment is necessary in order to meet those needs. No information has been presented about collaboration with the City or downtown organizations about the impact of redevelopment or relocation of the existing facility. No information has been presented on how the populations served by this facility will be able to access it, and what sort of supportive activities are planned for this location. The petitioner has demonstrated the need for a new facility, but there remain significant concerns about the assumptions made for this petition and the lack of a community-wide conversation about the impact of this map amendment and its intended use. Additionally, the department has technical concerns about this map amendment request and its alignment with the Comprehensive Plan designation for this location, as well as the implications of the desired use and its lack of transit access at this location.

RECOMMENDATION: The Department recommends the Plan Commission forward the petition, ZO-40-22, to the Common Council with a negative recommendation.

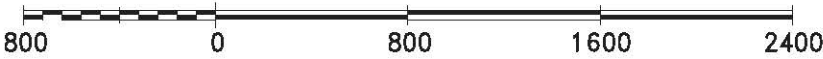


City of Bloomington
Planning

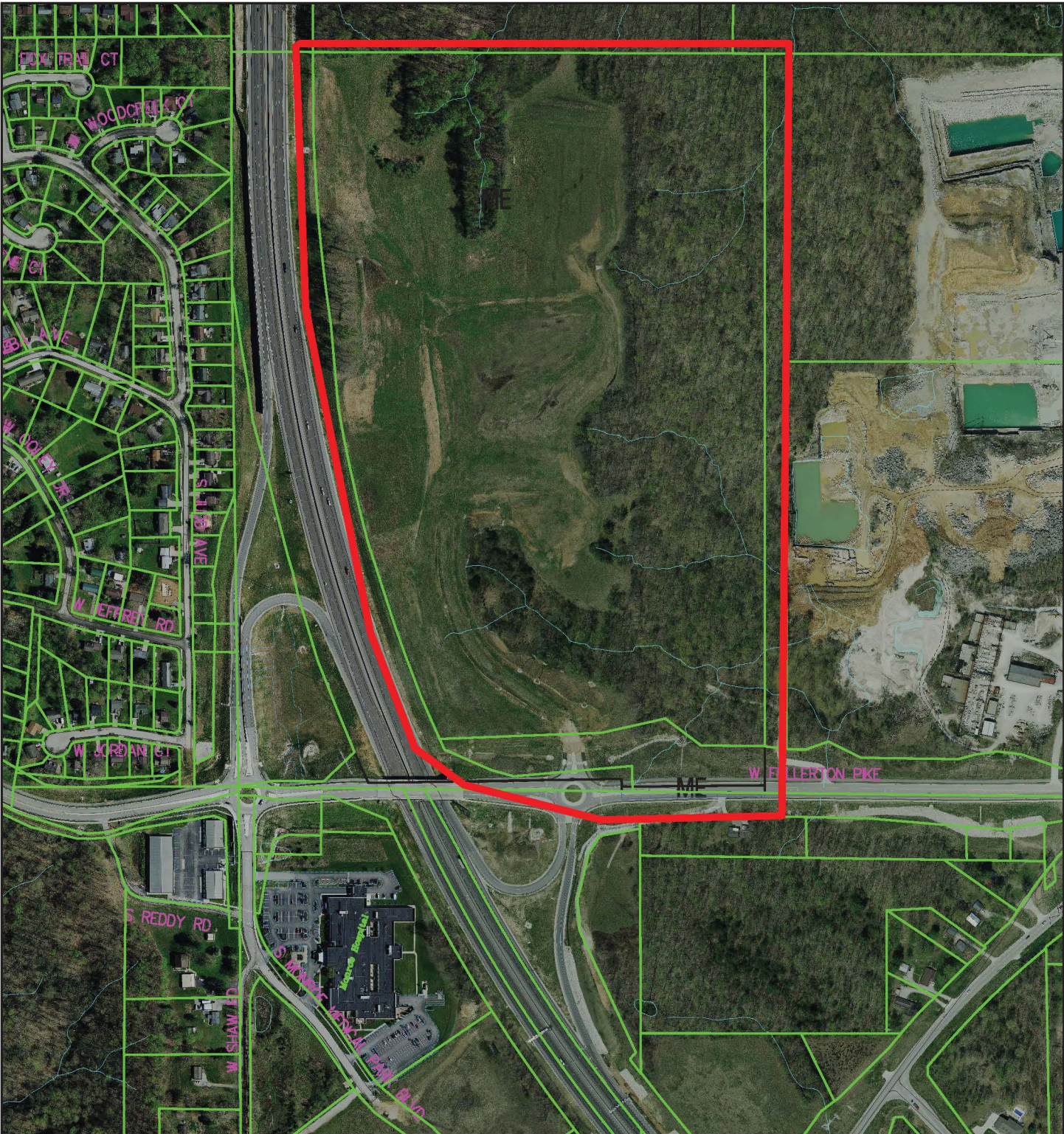


Scale: 1" = 800'

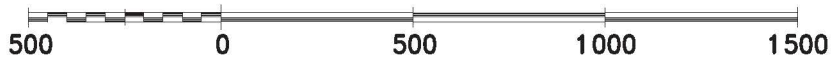
By: scanlanj
29 Jul 22



For reference only; map information NOT warranted.

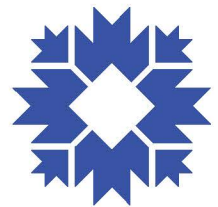


By: scanlanj
29 Jul 22

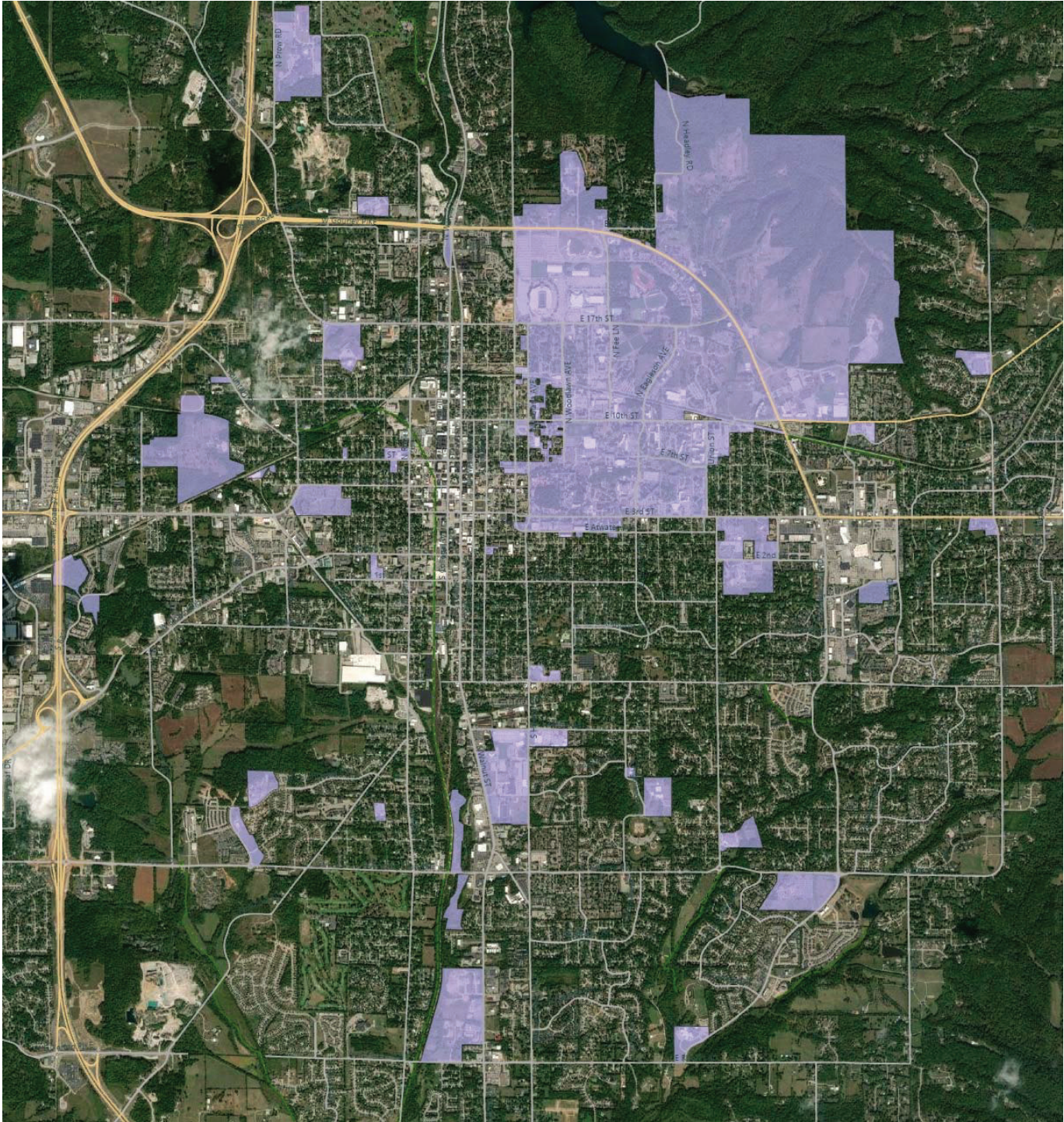


For reference only; map information NOT warranted.

City of Bloomington
Planning



Scale: 1" = 500'



Mixed-Use Institutional Property
Bloomington, IN

November 2022

PROJECT MEMORANDUM

DATE: November 2, 2022

TO: Jeff Cockerill, Monroe County Attorney

FROM: Jeff Hirsch, PLA, LEED AP
Scott Carnegie, AIA

SUBJECT: New Monroe County Correctional Facility – Anticipated Site Acreage

When selecting a site for a new correctional facility, multiple factors should be considered for determining the acreage necessary to support the development.

Common factors to be considered include:

- Building footprint square footages (main correctional facility, auxiliary buildings such as lawn maintenance storage, fleet maintenance, and ancillary support spaces such as mechanical yard(s), photovoltaic fields, etc.).
 - A one operational level correctional facility is recommended versus a multi-operational level facility due to being more efficient to operate and staff. A one operational level facility building footprint square footage is larger than a multi-level facility.
- Required visitor parking
- Required staff parking - including shift change
- Anti- Terrorism Force Protection (ATFP) standoff distance recommendations for perimeter security
- Additional equipment storage (trailers, specialty tactical vehicles, etc.)
- Local zoning setbacks, required buffer yards, landscaping requirements, etc.
- Local drainage requirements for stormwater management and retention/detention
- Secured outdoor recreation area / evacuation yard
- Vehicular circulation / access for tractor trailers, fire department, trash/recycling trucks, transportation vehicles/buses, etc.
- Full perimeter access drive

In addition to the above, DLZ further considers future expansion of the facility and the associated increased accommodations of parking, stormwater detention, etc.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

A site of at least 25 buildable acres should adequately support the anticipated size of the new Monroe County Correctional Facility. Reference Attachment A which includes a sampling of various Correctional Facilities identifying the approximate gross square feet (GSF), rated bed capacity and approximate site acreage. The average approximate acreage per rated bed is 0.069 acres.

Accommodations of possible additional future building facilities to accommodate Courts, Community Corrections/Work Release, Juvenile Detention, Diversion Center, Treatment Facility, etc. will require additional acreage - above the recommended 25 minimum acres for the Correctional Facility.

Attachments: A – Monroe County – Site Acreage Comparison

Copy: Laurie Johnson, PE, Eric Ratts, AIA, NCARB - DLZ

MONROE COUNTY - SITE ACREAGE COMPARISON
Attachment A

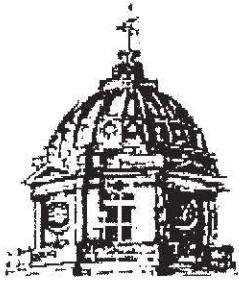
	Approximate Facility Gross Square Footage	Rated Bed Capacity	Approximate Site Acreage
Sheriff's Office & Jail			
Sullivan County Sheriff's Office & Correctional Facility	56,400	192	15.192
Vigo County Security Center	138,400	504	22.21
Jefferson County Sheriff's Office & Criminal Justice Center	84,656	300	50
Morgan County Sheriff's Office & Jail	60,000	439	15.54
Starke County Sheriff's Office & Justice Center	48,000	148	24
Perry County Sheriff's Office & Detention Center	40,000	134	5.96
Hamilton County Sheriff's Office & Jail	131,773	526	15.44
Elkhart County Criminal Justice Complex	415,890	1,024	80
Vanderburgh County Jail	146,000	553	36.46

TOTALS:

3,820	264.802
-------	---------

APPROXIMATE ACREAGE PER RATED BED:

0.069



OFFICE OF
MONROE COUNTY ATTORNEY
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404
Telephone: (812) 349-2525
Facsimile: (812) 349-2982
E-mail: legal@co.monroe.in.us

DAVID B. SCHILLING
E. JEFF COCKERILL
LEE F. BAKER
MOLLY TURNER-KING

August 29, 2022

City of Bloomington Planning Department
301 N. Morton Street
Bloomington, IN 47404

Re: Rezone Request for parcel 53-08-18-300-001.000-009.

Dear Planning Department Staff and Plan Commission Members:

Thank you for your questions, I have included your information and questions in this response.

1. Comprehensive Plan | Employment and Interchanges The Employment description includes the following:

Professional and business offices, light assembly plants, flex-tenant facilities, and research and development centers.

Good access to main thoroughfares and transit service

Mix of office and light/high-tech manufacturing uses that provide quality employment opportunities

Using the Transform Theme

Commercial areas to serve the office, research, and light-manufacturing base

The section of the Comprehensive Plan that discussed interchanges includes the following:

Offer key opportunities as premier entry points into Bloomington.

While serving regional employment and commercial interests, the overarching context along the corridor should convey a sense of arrival in Bloomington.

The interchanges must welcome and invite everyone to access the whole community and not simply provide a generic respite along an interstate highway.

How is the project supporting the intent and goals from the Comprehensive Plan, as listed above?

RESPONSE: This project supports the intent and goals of the Comprehensive Plan in a number of ways. Governmental Buildings, such as a Jail, and other Justice related services

by their nature invite access to the whole community and are far from “a generic respite along an interstate highway.” The purpose of the use is the embodiment of the Transform Theme, this facility is expected to deviate from the norm of warehousing inmates, it is to provide much needed services and programs to allow positive change to those who enter the system. The County is exploring other functions for this site to support not only those who have entered to the system, but to serve those who are on a path that has, historically, ended in interactions with the Law Enforcement. Jails have long been the place where those with mental illness, including substance abuse disorder have been housed. The County is a partner to those who wish to see this end, and in doing so will truly create a premier entry point into the City. This use serves not only regional employment and commercial interests, but civic interests as well, by adding to the workforce, increasing public safety, and increasing the quality of life for community members.

At this point, it is difficult to accurately answer the types of employment that will be on site, but it fairly safe to say that there will be professionals working on the site, but highly doubtful that any manufacturing will occur. However, this projects supports many aspects of the vision statement found on Page 14 of the Comprehensive Plan, particularly the following:

1. Fortify our strong commitment to equality, acceptance, openness, and public engagement
2. Deliver efficient, responsive, and forward-thinking local government services
3. Meet basic needs and ensure self-sufficiency for all residents
4. Fortify our progress toward improving public safety and civility
8. Offer a wide variety of excellent educational opportunities for our residents at every stage of life

2. Road Connection

The Transportation Plan shows a road connection on this property (Neighborhood Connector). We cannot compel right-of-way (ROW) dedication for new ROW with a map amendment.

However any future subdivision will require ROW dedication and construction. Nothing should be built or designed or used as preservation in those areas.

Has site design been done with no disturbance to that area in consideration?

RESPONSE: Site design has not occurred at this point. As far as dedicated right of way is concerned, the County does intend to build a roadway that will accommodate law enforcement and public safety personnel as well as the general public. At this time, the County is not seeking a subdivision, the Site design will take into account the transportation plan’s neighborhood connector.

Environmental Site Considerations

There is quite a bit of closed canopy on the site and possibly other environmental features that cannot be disturbed.

The owner has sold much of his topsoil for development of I-69. Future Unified Development Ordinance (UDO) compliance cannot be varied because of this self-created hardship. All

landscaping will be required as the site(s) develop.

Will you have enough area for current and potential future development without disturbance? Have you done a site assessment?

RESPONSE: The County has contracted with DLZ for a site assessment of the property, it should be completed prior to the Plan Commission meeting. In addition the County has contracted for two Phase 1 environmental reviews. In addition, a Phase 2 review has been contracted for, a site reconnaissance review and a Wetland and Jurisdictional water study. One of the attractive feature of this property is the wooded buffer and the County has no intention, at this point, to disturb that area.

Bloomington Transit

You have indicated that you plan to work with Bloomington Transit on access to this site.

Have those discussions occurred?

RESPONSE: No, those discussions have not occurred, however, the County has reached out to begin the conversation.

Site Plan

It is very likely that Common Council and/or the Plan Commission will expect some sort of site plan to get an idea of what is planned for the site.

Will you have such a plan before the September Plan Commission hearing?

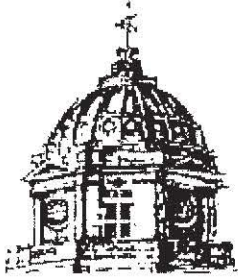
RESPONSE: No, the County is asking for rezone of the property to determine if it is appropriate to move forward with design for this site. County Officials' are in the process of touring other facilities to help inform the site design.

Let me know if you have any further questions.

Sincerely,



Jeff Cockerill



OFFICE OF
MONROE COUNTY ATTORNEY
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404
Telephone: (812) 349-2525
Facsimile: (812) 349-2982
E-mail: legal@co.monroe.in.us

DAVID B. SCHILLING
E. JEFF COCKERILL
LEE F. BAKER
MOLLY TURNER-KING

July 28, 2022

City of Bloomington Planning Department
301 N. Morton Street
Bloomington, IN 47404

Re: Rezone Request for parcel 53-08-18-300-001.000-009.

Dear Planning Department Staff and Plan Commission Members:

Monroe County is requesting to rezone parcel 53-08-18-300-001.000-009 from ME, Mix-use Employment, to MI, Mixed-use Institutional. This 87.12 acre property is vacant land that is located on Fullerton Pike, bordered by I-69, and is in close proximity to Monroe Hospital. The reason for this request is that an expected use of the property is for the new County Jail facility.

Monroe County Government is required to operate and maintain a Jail, which is not allowed in the ME zone, but is a conditional use in a MI zone. The current jail facility has been operating under a Federal Order regarding its condition since 2009, and in 2019 the County Commissioned a study of the Criminal Justice System, which included the Jail facility. The study showed that the County is not meeting basic constitutional standards, and certainly are not meeting community standards for corrections concerns. In addition, the consultants looked at gaps in our community that lead to incarceration and recommendations to help. The studies can be found here:
<https://www.co.monroe.in.us/departments/board.php?structureid=178>

When relocating the jail, considerations about which related Justice components of the County will need to be relocated need to occur. While no decisions have been made, the potential use would include all of our current justice related functions, including the Courts, Probation, and Community Corrections, Prosecutor, and Public Defender space. In addition, other supportive facilities, such as those described in the reports, may be desired for this area. Other than the Jail use, the remaining uses appear to be consistent with the ME and MI designations.

The reconstruction and connection of Fullerton Pike as an east-west vehicular traffic corridor is scheduled to be completed in 2025. This project provides both roadway and multiuse trail access to the site and will include a connection to the Clear Creek Trail.

The County reviewed many sites utilizing the following criteria, accessible, minimum size of 40 acres, buffers to residential neighborhoods, and prioritized areas within the City Limits to allow the potential for Bloomington Transit service. This was the space that best fit the needs of the County.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Cockerill". The signature is fluid and cursive, with the first name "Jeff" being more prominent and the last name "Cockerill" following in a similar style.

Jeff Cockerill