

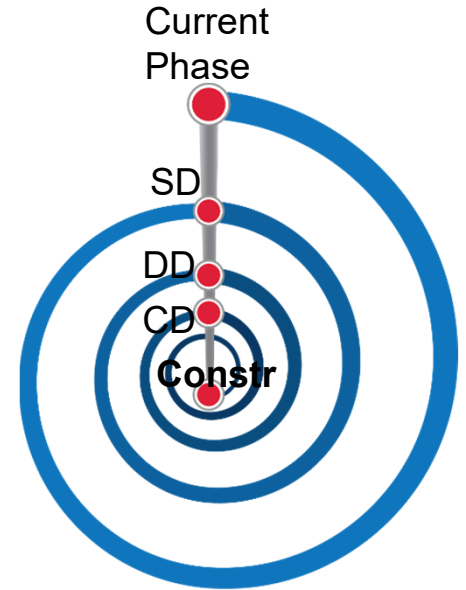
PROJECTED TIMELINES

• Fire Station #1 – Rebuild	Design Phase Bidding Phase Construction Phase	10-12 months 2 months 18-24 months
• Fire Station #3 – Remodel	Design Phase Bidding Phase Construction Phase	6-8 months 2 months TBD
• CFC Showers Renovation	Design Phase Bidding Phase Construction Phase *Generator will take over 50 weeks to receive (supply chain)	6-8 months 2 months 6-8 months
• New BFD Training / Logistics Center and Storage Facility	Design Phase Bidding Phase Construction Phase	8-10 months 2 months TBD

NOTE: Selection of Design Professionals can be concurrent activities for all projects.

DESIGN PHASE

- Currently in Feasibility Study / Due Diligence Phase
- 3 Upcoming Design Phases (SD-Schematic Design, DD-Design Development, CD-Construction Documents)
- Regular Coordination Meetings with Leadership (Fire Chief and Police Chief and their key staff)
- Multiple User Group Meetings with representatives directly impacted by the project
- Progress updates to Council and other key stakeholders



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

COST COMPARISON - DETAILED

	BFD + BPD Renovate at Showers	BFD + BPD Expand at BPD	BFD + BPD New Building	
Site	\$200,000	\$800,000	\$1,000,000	Allowance
Renovation	\$7,950,500	\$5,000,000	\$0	Cost/SF
New Construction	\$0	\$10,600,000	\$18,300,000	Cost/SF
Escalation	\$600,000	\$800,000	\$750,000	Allowance
Construction Total	\$8,750,500	\$17,200,000	\$20,050,000	
Equipment - IT	\$260,000	\$275,000	\$250,000	Allowance
Equipment - Security	\$675,000	\$695,000	\$660,000	Cost/SF
Equipment - AV	\$505,000	\$515,000	\$500,000	Allowance
Equipment - Antenna/Radio	\$200,000	\$0	\$0	Allowance
Escalation	\$140,000	\$140,000	\$130,000	Allowance
Equipment Total	\$1,780,000	\$1,625,000	\$1,540,000	
Bond Costs/Fees	\$300,000	\$300,000	\$250,000	Allowance
AE/OR Fees	\$1,790,185	\$3,200,250	\$3,670,300	% of Constr Costs
FFE	\$1,000,000	\$1,000,000	\$800,000	Allowance
Relocation	\$65,000	\$65,000	\$50,000	Allowance
Owner Constr Contingency	\$1,053,050	\$1,882,500	\$2,159,000	% of Constr Costs
Soft Costs Total	\$4,208,235	\$6,447,750	\$6,929,300	
Land Purchase	\$8,750,000	\$0	\$3,000,000	
Grand Total	\$23,488,735	\$25,272,750	\$31,519,300	
Square Footage	64,000 SF	35,000 SF	35,000 SF	

New numbers

Quotes from CoB ~~Utilities~~ ^{Facilities}

Police @ BPD With New Addition

Fire @ BPD with New Addition

30,000 SF Cost/SF

5,000 SF

Site Work Allowance	\$800,000
Parking Level	\$2,000,000
New Construction	10,000 SF \$500 \$5,000,000
CURRENT BUILDING CONSTRUCTION	
Structure Drain	\$400,000
HVAC	\$100,000
Walls	\$12,000
Door Install	\$5,000
Bathroom	\$50,000
Card Readers	\$15,000
Generator	\$1,000,000

→ same as architect's (mayor's estimate)

Compare w/ Mayor's \$5M

CURRENT BUILDING CONSTRUCTION

TOTAL = \$1,582,000

Elevator	\$300,000
Design Cont/Escalation	\$750,000
TOTAL CONSTRUCTION SUBTOTAL	\$8,432,000
IT	\$250,000
Security	\$660,000
AV	\$500,000

	\$50,000
TOTAL CONSTRUCTION SUBTOTAL	\$2,550,000
IT	\$25,000
Security	\$35,000
AV	\$15,000

* Antenna/Radio Comm

Escalation	\$130,000
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Escalation	\$10,000
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EQUIPMENT SUBTOTAL

\$1,540,000

\$85,000

Bond Cost/Fees	\$250,000
Fees (AE, Owner's Rep, etc)	\$2,752,300
Furn, Fixtures, Equip	\$800,000
Relocation	\$50,000
Owner's Contingency/ Construction Contingency	\$1,619,000

Bond Cost/Fees	\$50,000
Fees (AE, Owner's Rep, etc)	\$447,950
Furn, Fixtures, Equip	\$200,000
Relocation	\$15,000
Owner's Contingency/ Construction Contingency	\$263,500

FEES, FURN, CONTINGENCY SUBTOTAL

\$5,471,300

\$976,450

TOTAL COST = \$19,054,750

\$15,443,300

\$3,611,450

From Mayor's info

CONSTRUCTION FEES COMPARISON - SHOWERS VS BPD W EXPANSION
Not including renovation

POLICE @ SHOWERS BUILDING

FIRE @ SHOWERS BUILDING

IT	\$250,000		\$10,000
Security	\$660,000		\$15,000
AV	\$500,000		\$5,000
* Antenna/Radio Comm	\$200,000	<i>→ from police expert on Springpoint team</i>	\$10,000
Escalation	\$130,000		
EQUIPMENT SUBTOTAL		\$1,740,000	\$40,000
Bond Cost/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/ Construction Contingency	\$973,175		\$79,875
FEES, FURN, CONTINGENCY SUBTOTAL		\$3,727,573	\$480,663

POLICE @ BPD W EXPANSION

FIRE @ BPD W EXPANSION

IT	\$250,000		\$25,000 (+\$25,000)
Security	\$660,000		\$35,000 (+\$20,000)
AV	\$500,000		\$15,000 (+\$10,000)
Antenna/Radio Comm		(-\$200,000)	
Escalation	\$130,000		\$10,000
EQUIPMENT SUBTOTAL		\$1,540,000	\$85,000
Bond Cost/Fees	\$250,000		\$50,000
Fees (AE, Owner's Rep, etc)	\$2,752,300	(+\$1,097,902)	\$447,950 (+\$312,162)
Furn, Fixtures, Equip	\$800,000		\$200,000
Relocation	\$50,000		\$15,000
Owner's Contingency/ Construction Contingency <i>≈ 10%</i>	\$1,619,000	(+\$645,825)	\$263,500 (+\$183,625)
FEES, FURN, CONTINGENCY SUBTOTAL		\$5,471,300	\$976,450

Why same as Showers?

CONSTRUCTION FEES COMPARISON - SHOWERS VS BPD W EXPANSION

(ALL NUMBERS PROVIDED BY THE CITY'S ADMINISTRATION/ARCHITECT)

POLICE		@ SHOWERS BUILDING		@ BPD W EXPANSION	
1	IT	\$250,000		\$250,000	
2	Security	\$660,000		\$660,000	
3	AV	\$500,000		\$500,000	
4	Antenna/Radio Comm	\$200,000			(-\$200,000)
5	Escalation	\$130,000		\$130,000	
6	EQUIPMENT SUBTOTAL		\$1,740,000		\$1,540,000
7	Bond Cost/Fees	\$250,000		\$250,000	
8	Fees (AE, Owner's Rep, etc)	\$1,654,398		\$2,752,300	(+\$1,097,902)
9	Furn, Fixtures, Equip	\$800,000		\$800,000	
10	Relocation	\$50,000		\$50,000	
11	Owner's/Construction Contingency	\$973,175		\$1,619,000	(+\$645,825)
12	FEES, FURN, CONTINGENCY SUBTOTAL		\$3,727,573		\$5,471,300
FIRE		@ SHOWERS BUILDING		@ BPD W EXPANSION	
13	IT	\$10,000		\$25,000	(+\$15,000)
14	Security	\$15,000		\$35,000	(+\$20,000)
15	AV	\$5,000		\$15,000	(+\$10,000)
16	Antenna/Radio Comm				
17	Escalation	\$10,000		\$10,000	
18	EQUIPMENT SUBTOTAL		\$40,000		\$85,000
19	Bond Cost/Fees	\$50,000		\$50,000	
20	Fees (AE, Owner's Rep, etc)	\$135,788		\$447,950	(+\$312,162)
21	Furn, Fixtures, Equip	\$200,000		\$200,000	
22	Relocation	\$15,000		\$15,000	
23	Owner's/Construction Contingency	\$79,875		\$263,500	(+\$183,625)
24	FEES, FURN, CONTINGENCY SUBTOTAL		\$480,663		\$976,450

POLICE @ BPD WITH NEW ADDITION

City Administration's Explanation of Line Item Cost						BPD Explanation of Line Item Cost	
1		30,000	SF	Cost/SF			
2	Site Work Allowance				\$800,000	Site Work Allowance	\$800,000
3	Parking Level				\$2,000,000	Parking Level	
4	New Construction	10,000	SF	\$500	\$5,000,000	New Construction	\$5,000,000
5						Perimeter Drain	\$400,000
6	Police - Basement Renovation - Light					Replace HVAC	\$100,000
7	Police - Basement Renovation - Heavy	10,000	SF	\$250	\$2,500,000	Install/Remove Walls	\$12,000
8	Police - Main Flr Renovation - Light					Door Install	\$5,000
9	Police - Main Flr Renovation - Heavy	10,000	SF	\$250	\$2,500,000	Bathroom	\$50,000
10						Card Readers	\$15,000
11	Generator				\$800,000	Generator	\$800,000
12	Elevator				\$300,000	Elevator	\$300,000
13	Design Cont/Escalation				\$750,000	Design Cont/Escalation	\$750,000
14	CONSTRUCTION SUBTOTAL				\$14,650,000		\$8,232,000
15	IT				\$250,000	IT	\$250,000
16	Security				\$660,000	Security	\$660,000
17	AV				\$500,000	AV	\$500,000
18	Antenna/Radio Comm					Antenna/Radio Comm	
19	Escalation				\$130,000	Escalation	\$130,000
20	EQUIPMENT SUBTOTAL				\$1,540,000	EQUIPMENT SUBTOTAL	\$1,540,000
21	Bond Cost/Fees				\$250,000	Bond Cost/Fees	\$250,000
22	Fees (AE, Owner's Rep, etc)				\$2,752,300	Fees	\$2,752,300
23	Furn, Fixtures, Equip				\$800,000	Furn,Fixtures,Equip	\$800,000
24	Relocation				\$50,000	Relocation	\$50,000
25	Owner's/Construction Contingency				\$1,619,000	Owner's Contingency	\$1,619,000
26	FEES, FURN, CONTINGENCY SUBTOTAL				\$5,471,300		\$5,471,300
27	TOTAL COST RENOVATE/EXPAND				\$21,661,300		\$15,243,300
28	TOTAL QUESTIONABLE FEES/COSTS						\$6,631,300



**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 Kinnarney
Cindy Kinnarney, 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:

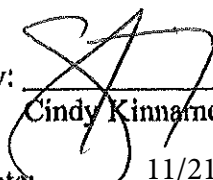
"SELLER"

"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

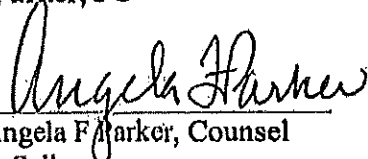
Date: 11/21/2022

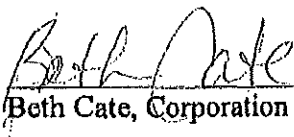
APPROVED AS TO FORM:

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



**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

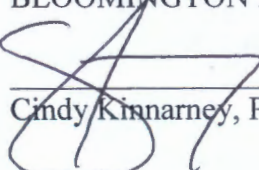
- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers 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

8/1/2022

Date

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 \$16,874.74, 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 Kinnearney
Cindy Kinnearney, 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)

Resolution History: 22-49: Approval of Purchase Agreement

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;

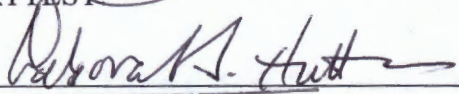
NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

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:

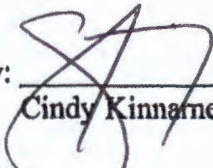
"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

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

By: 
Cindy Kinneaney, President

Date: 11/16/2022

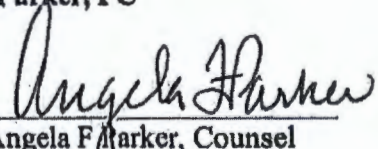
Date: _____


APPROVED AS TO FORM:

APPROVED AS TO FORM:

Carmin Parker, 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

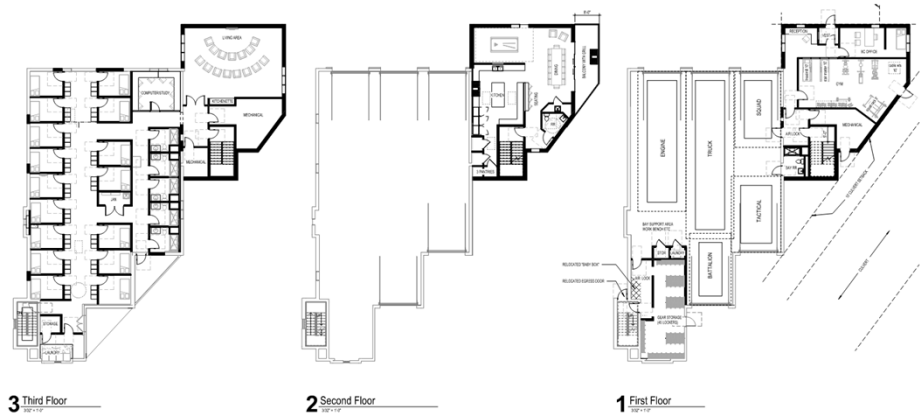


FIRE STATION #1 CONSIDERATIONS

- 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

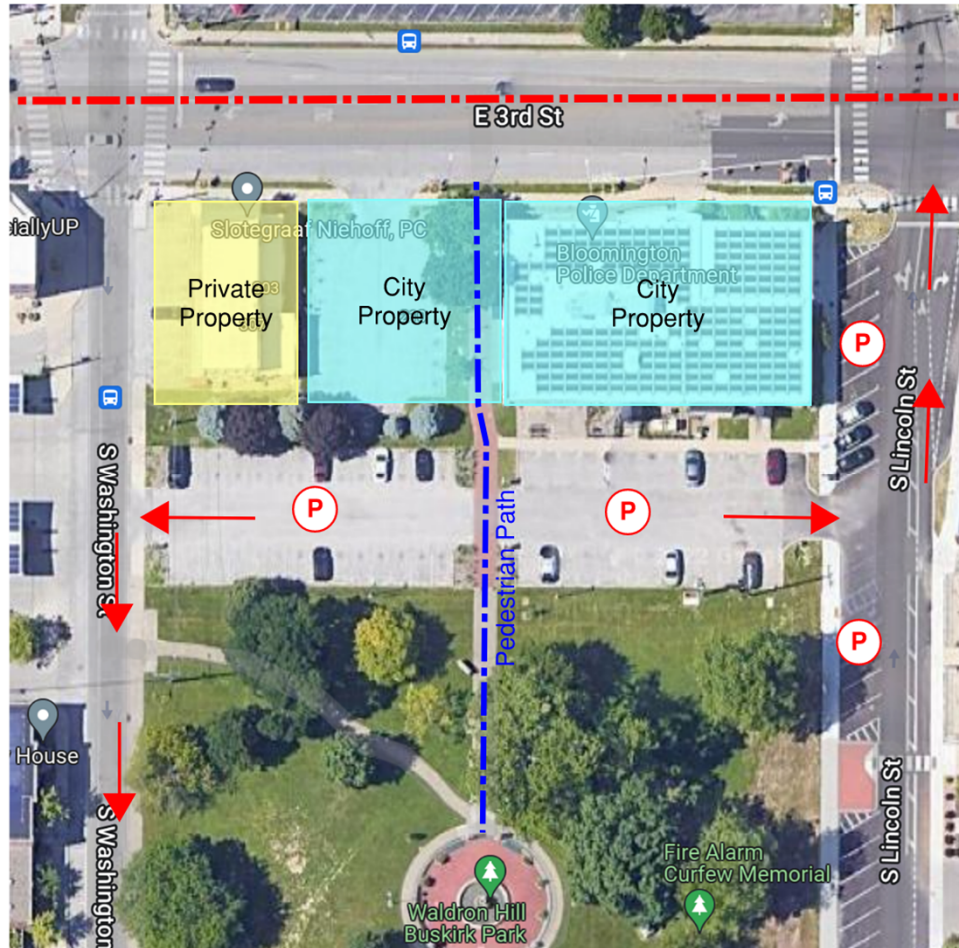
- **Purchase and Renovation of CFC Showers Building**
- **Expansion to existing BPD**
- **New construction of entire facility (without regard to location)**

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



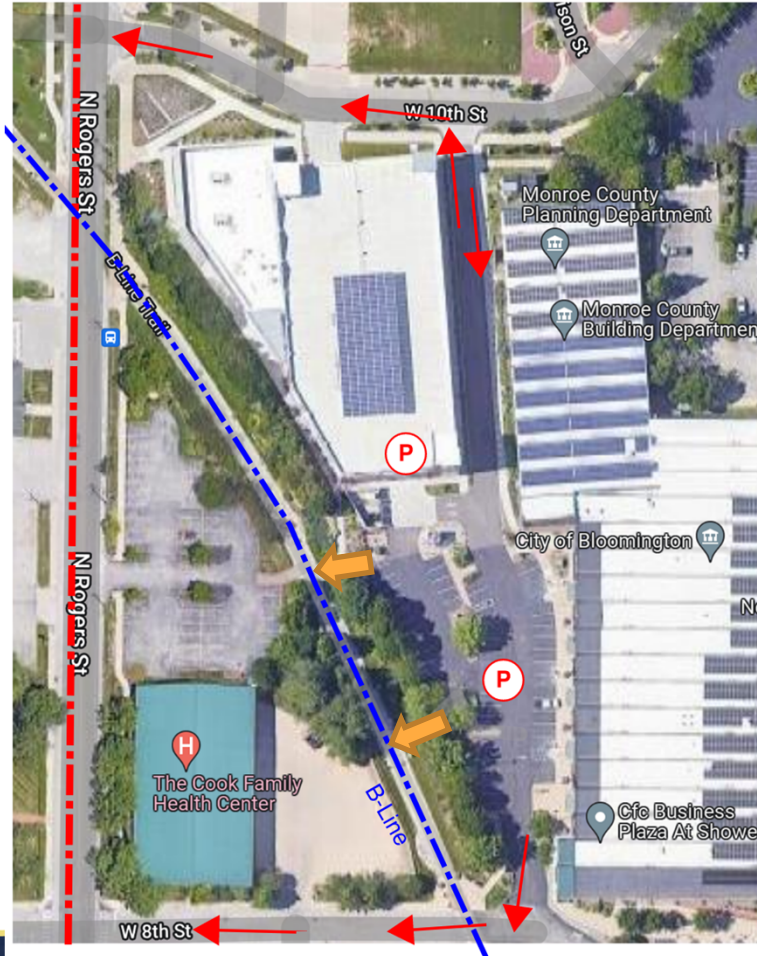
BPD Surface Parking –
50 spaces

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

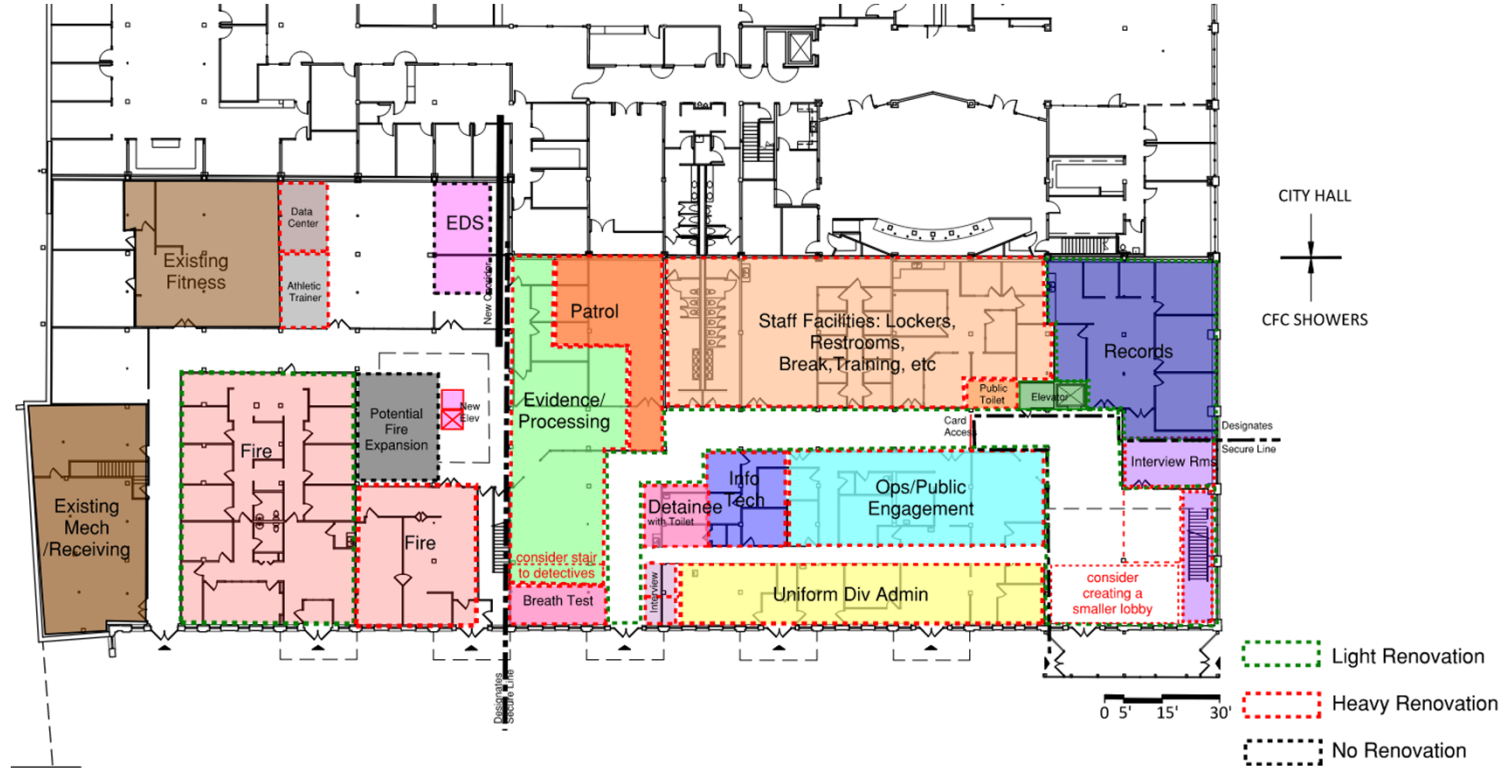
Garage Lower-level– 55 spaces

Main-level parking east side– 40 spaces

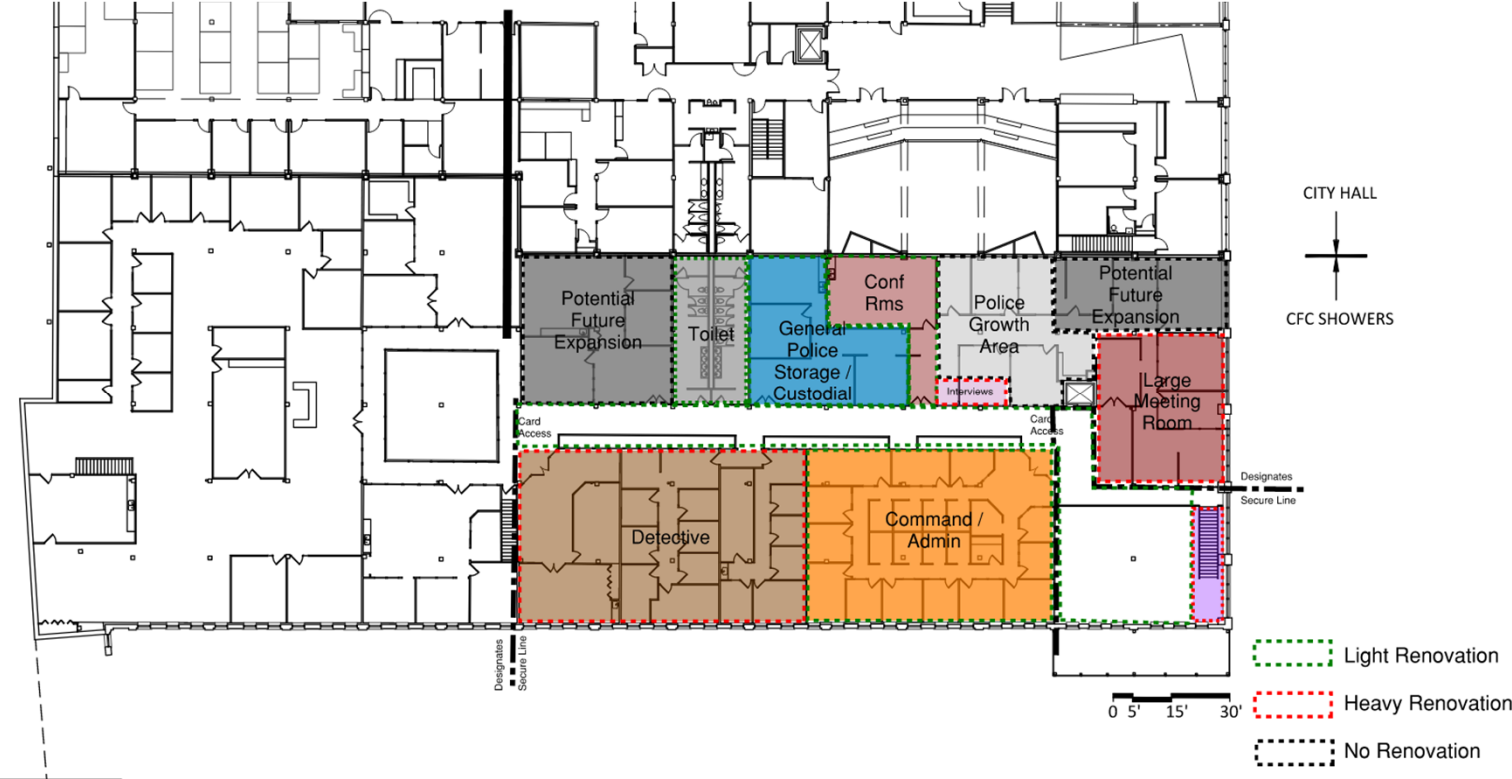
Remaining garage – 255 spaces

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



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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

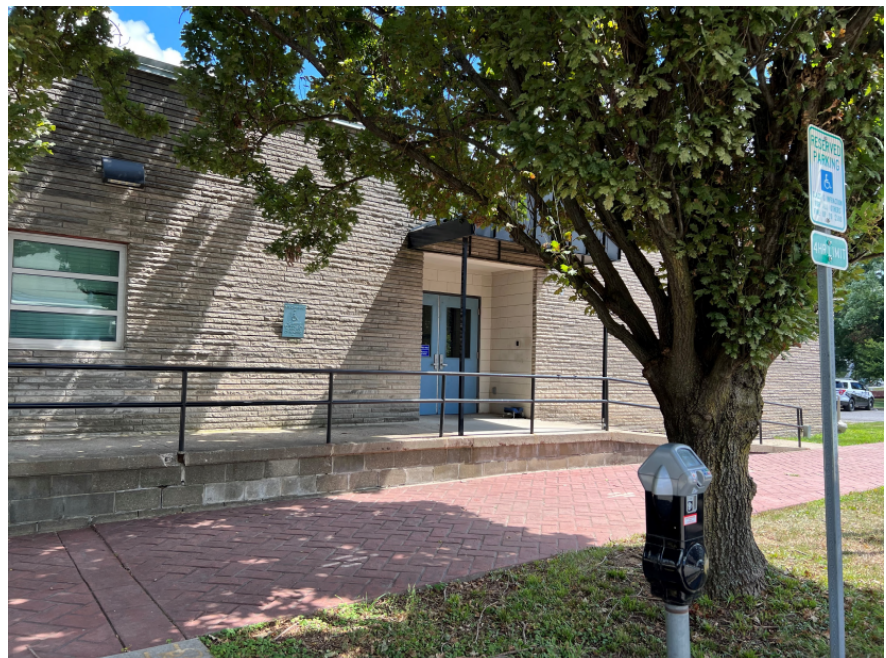
REVIEW OF EXISTING HEADQUARTERS BUILDING

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

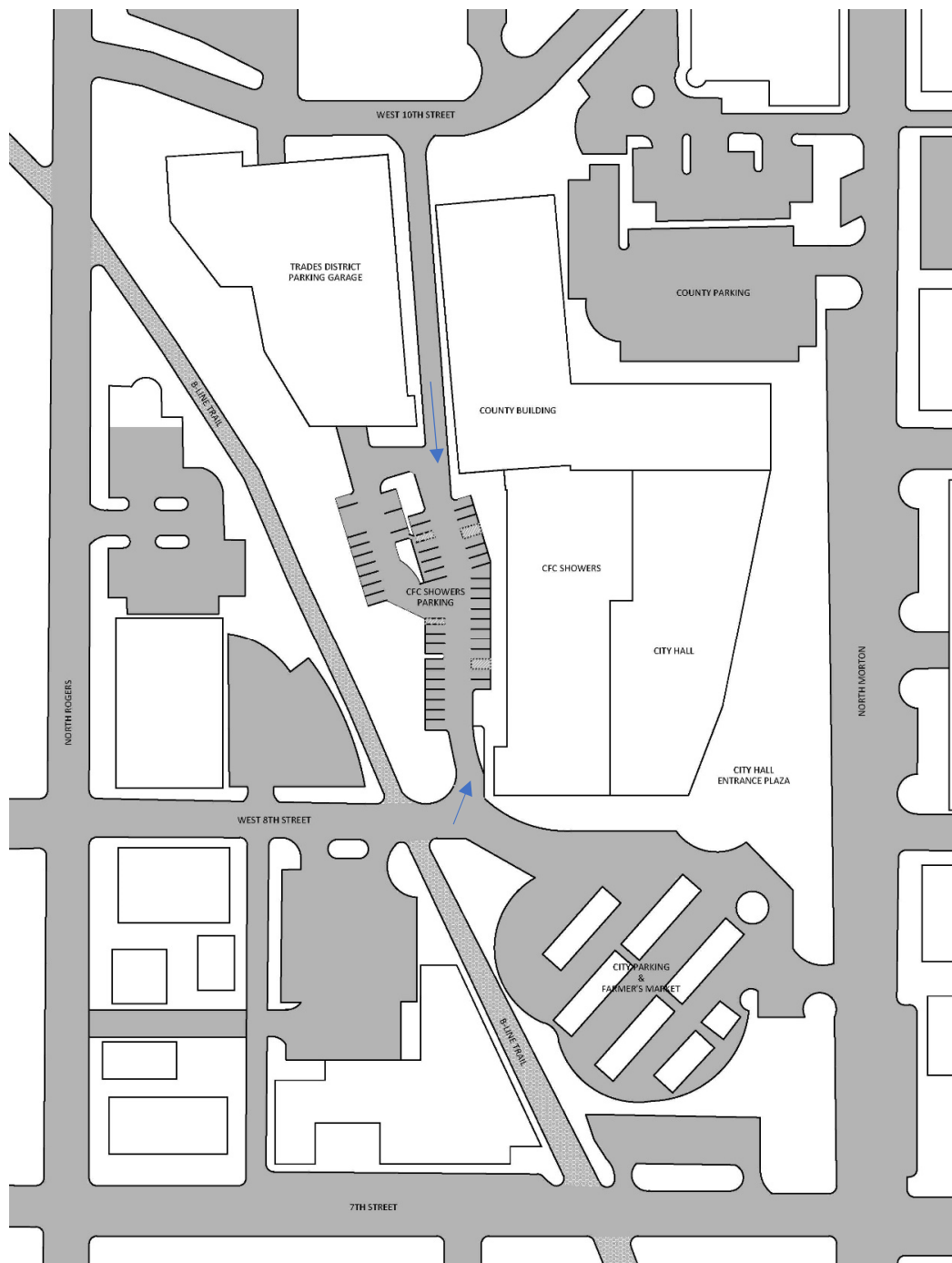


BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

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

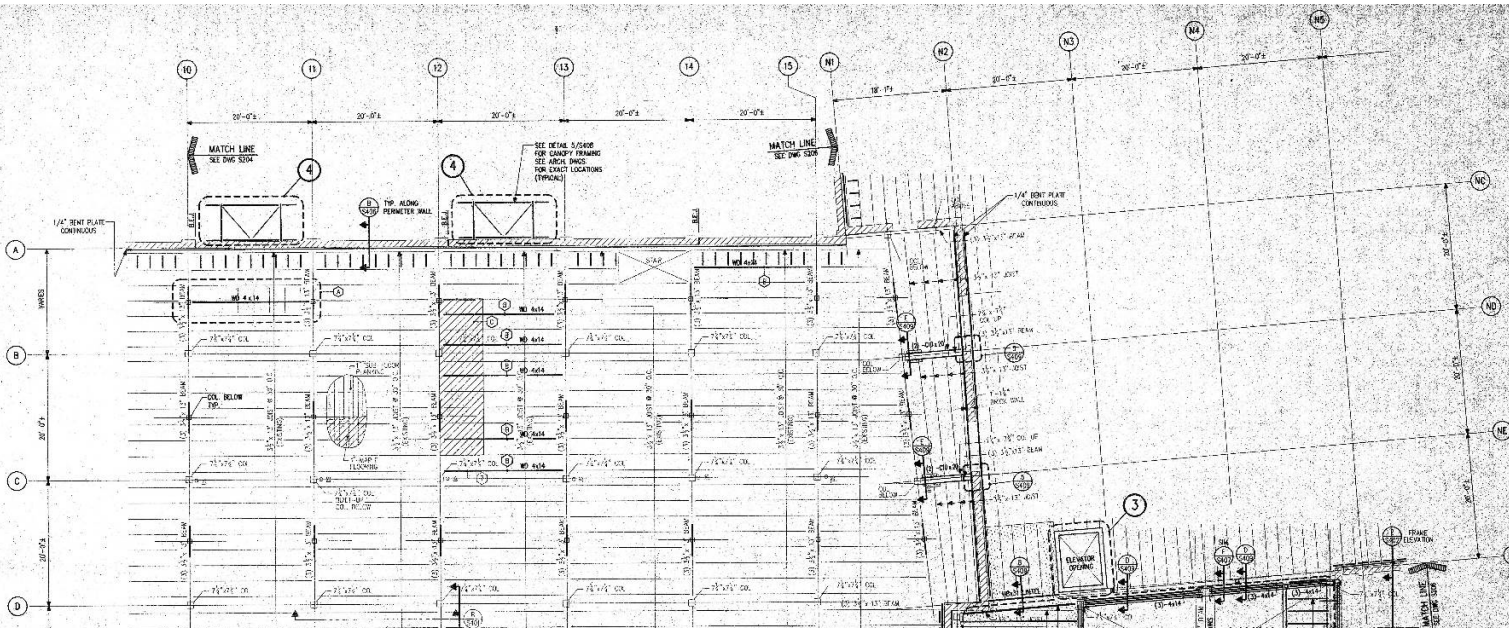
PRELIMINARY REVIEW OF BUILDING CODE

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.

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: 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

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: 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

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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

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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

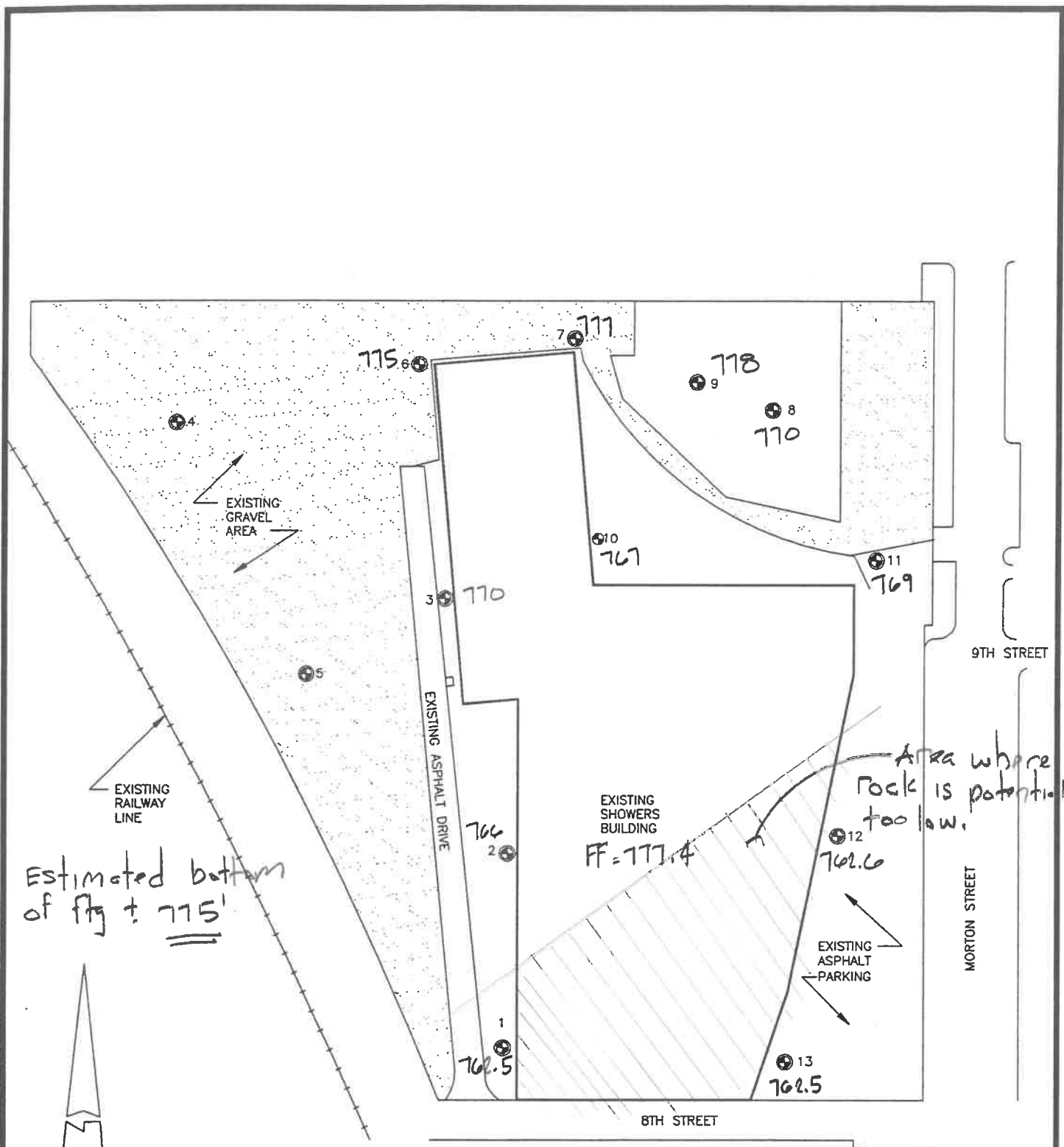
A review of the soil borings that were completed in 1992 indicates that the footings in the south portion of the building would have more than ten feet of soil between bottom of footing and rock elevation (a plan of borings is included). Based on this information it does not seem feasible that the building 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, reading "William G. Horton". The signature is written in a cursive, flowing style.

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](#)



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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

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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	



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associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
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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

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associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
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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

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Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
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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
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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

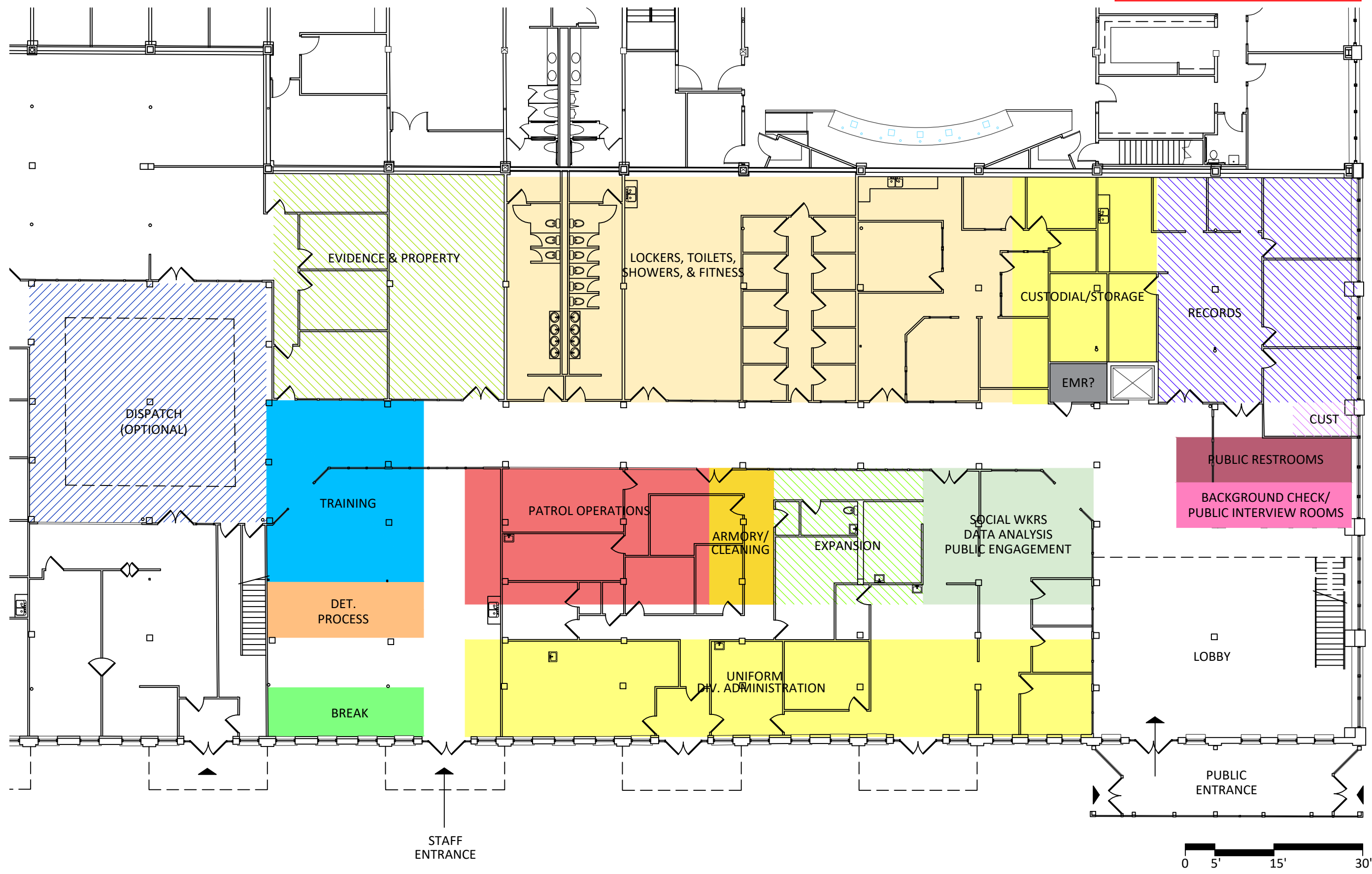
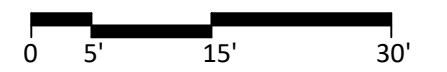
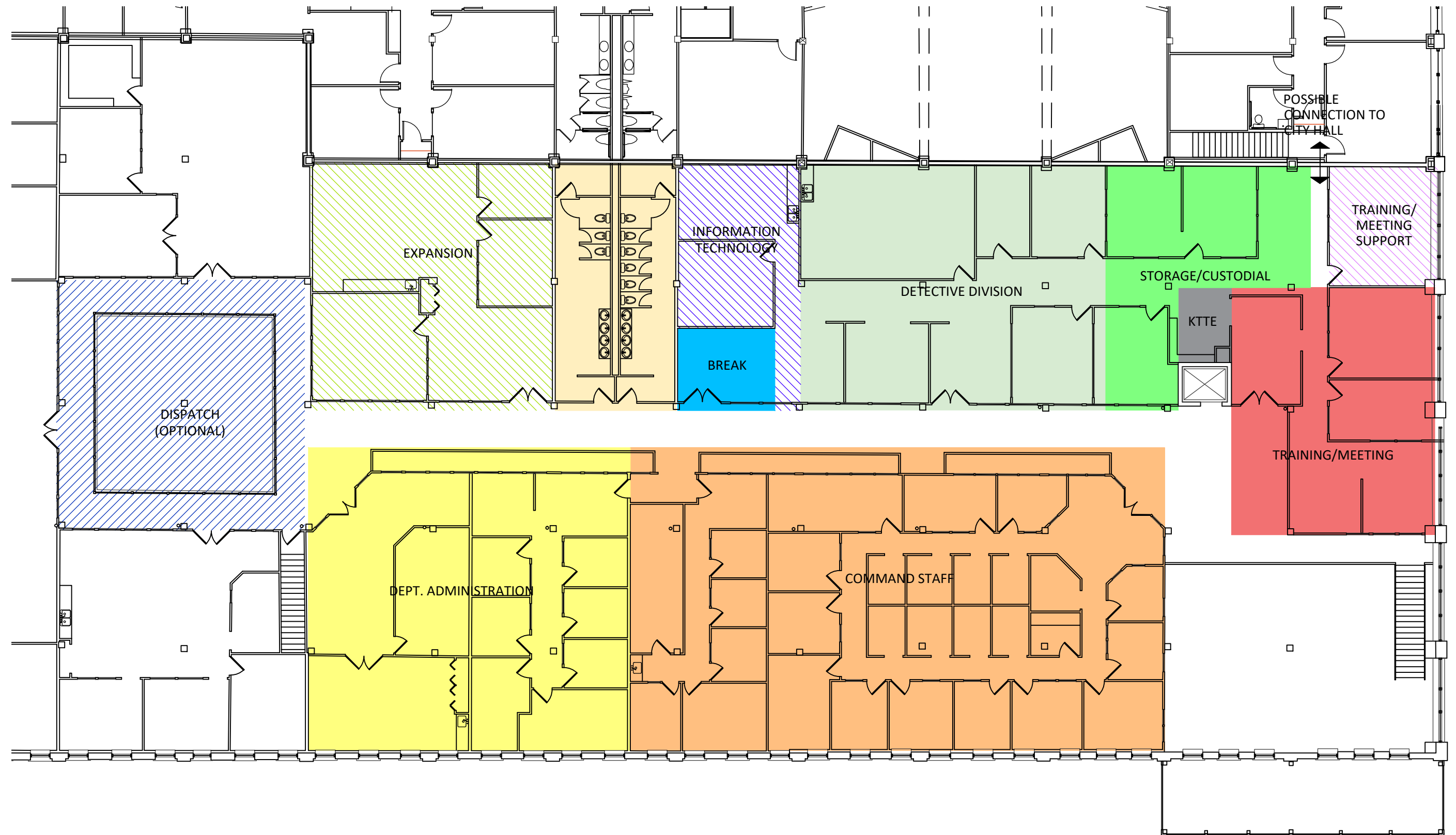


EXHIBIT E
BPD IN CFC SHOWERS:
UPPER FLOOR
PRELIMINARY LAYOUT





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

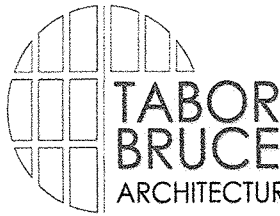
	POLICE	FIRE	
CFC Showers Building purchase + renovation for Public Safety	\$ 21,771,823	\$ 1,716,913	\$ 23,488,735
Public Safety Building: Addition & renovation to BPD	\$ 21,661,300	\$ 3,611,450	\$ 25,272,750
Public Safety Building: New construction (includes \$3mm est. for land purchase)	see total	see 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

@ Showers Building
 \$ 14,738,735
 \$ 23,488,735

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



ARCHITECTURE & DESIGN INC.

1101 S. WALNUT STREET - BLOOMINGTON, IN. 47401
TELEPHONE: (812) 332-6258 FACSIMILE: (812) 332-8658

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.

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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.

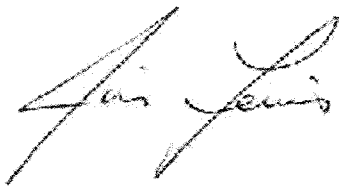
Based upon the above requirements, my opinions and observations are as follows:

- 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 dark 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:

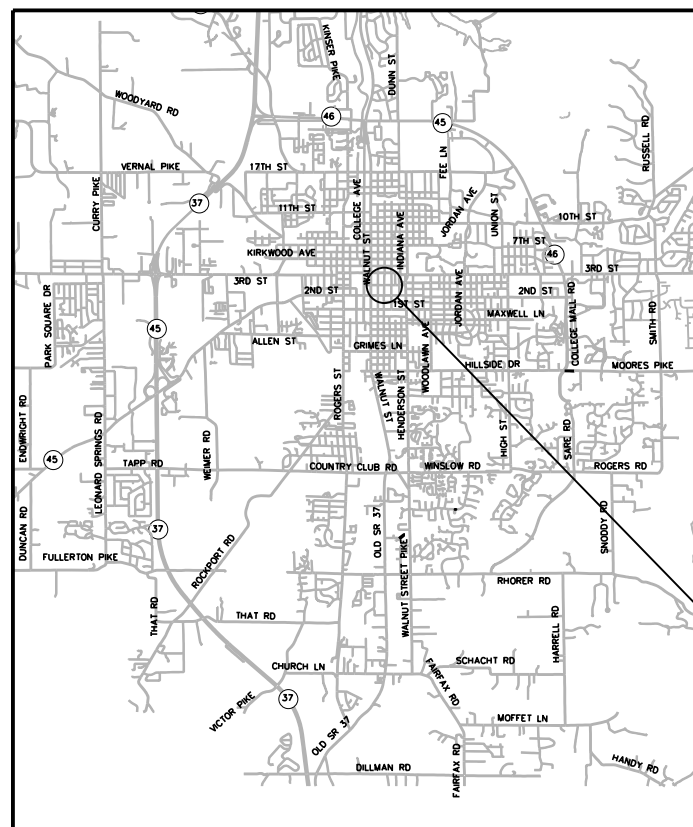
City of Bloomington Jordan River Storm Culvert Reconstruction [...]

CITY OF BLOOMINGTON

JORDAN RIVER STORM CULVERT RECONSTRUCTION

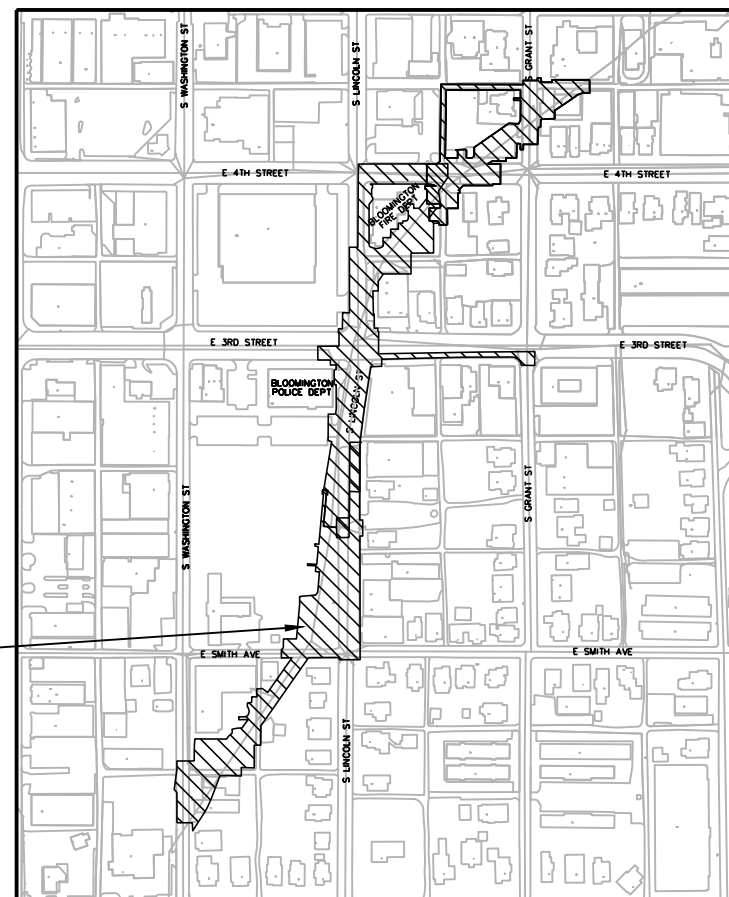
113 SOUTH GRANT TO 423 SOUTH WASHINGTON

CITY OF BLOOMINGTON, INDIANA
OCTOBER 2020



PROJECT LOCATION MAP

SCALE N.T.S.



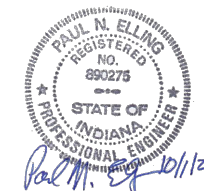
PROJECT SITE MAP

SCALE: N.T.S.

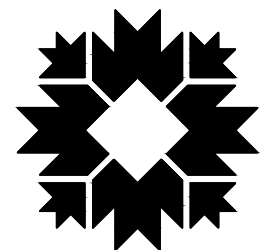
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-	1	TITLE SHEET
G1-1 TO G2-1	2-3	CIVIL LEGEND / GENERAL NOTES
E1-1 TO E1-2	4-5	EASEMENT AND PROPERTY USE PLAN
L1-1 TO L1-2	6-7	CULVERT LAYOUT AND GEOMETRICS
AL1-1 TO AL1-2	8-9	SITE LAYOUT AND GEOMETRICS
EC-1 TO EC-6	10-15	EROSION CONTROL
CK-1 TO CK-2	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

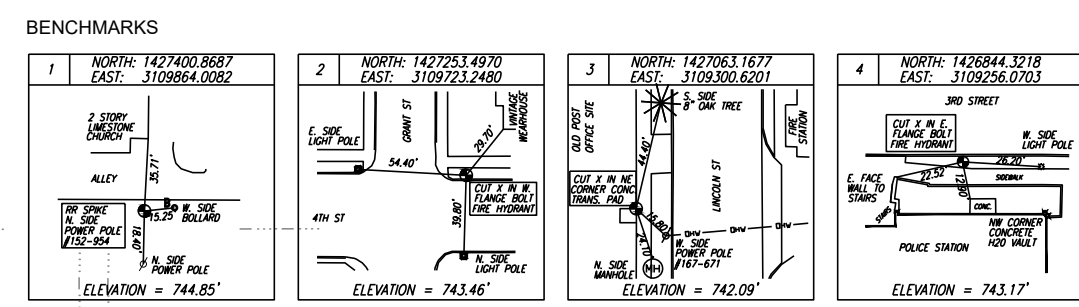
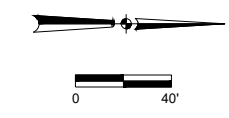
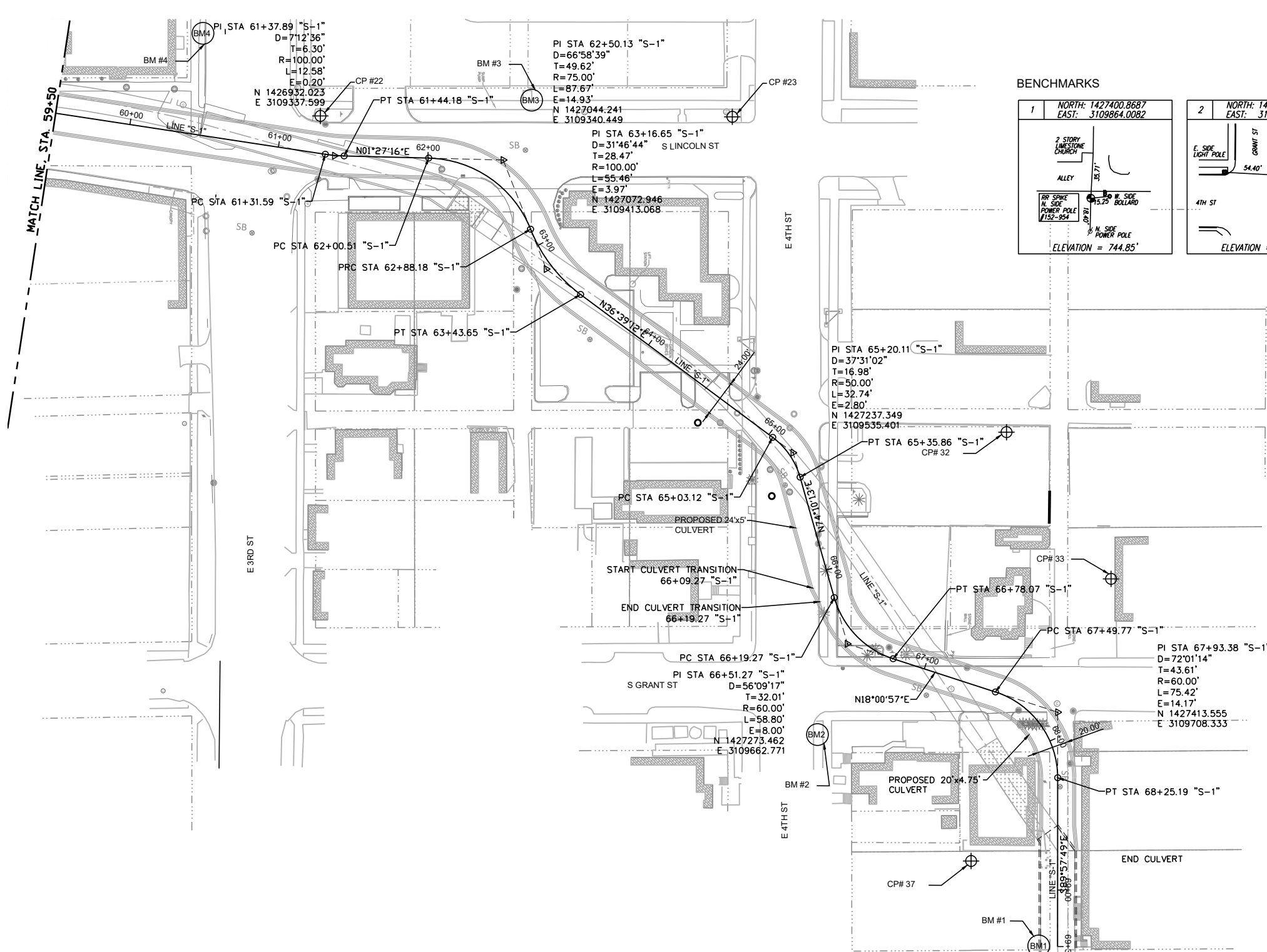


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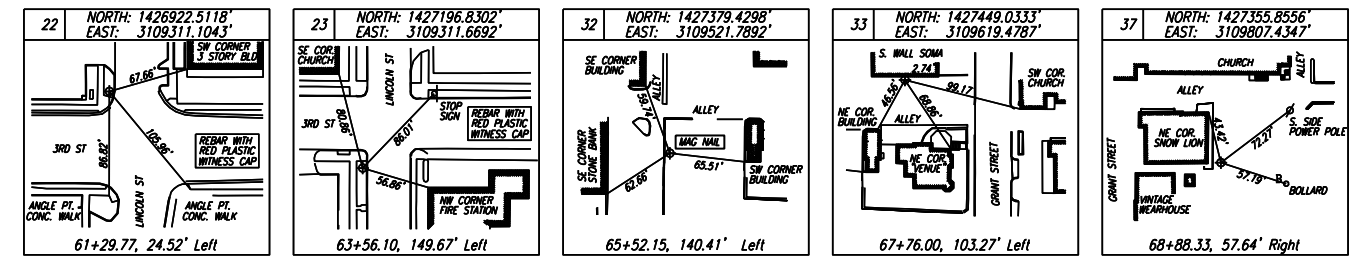
CITY OF BLOOMINGTON
UTILITIES - STORM / SANITARY / WATER IMPROVEMENTS



101 WEST OHIO STREET, SUITE 820
INDIANAPOLIS, INDIANA 46204
TELEPHONE.....(317) 267-8200
FAX.....(317) 267-8201
PROJECT NO.....12594



CONTROL POINTS



Revision Number	Revision Description	Date
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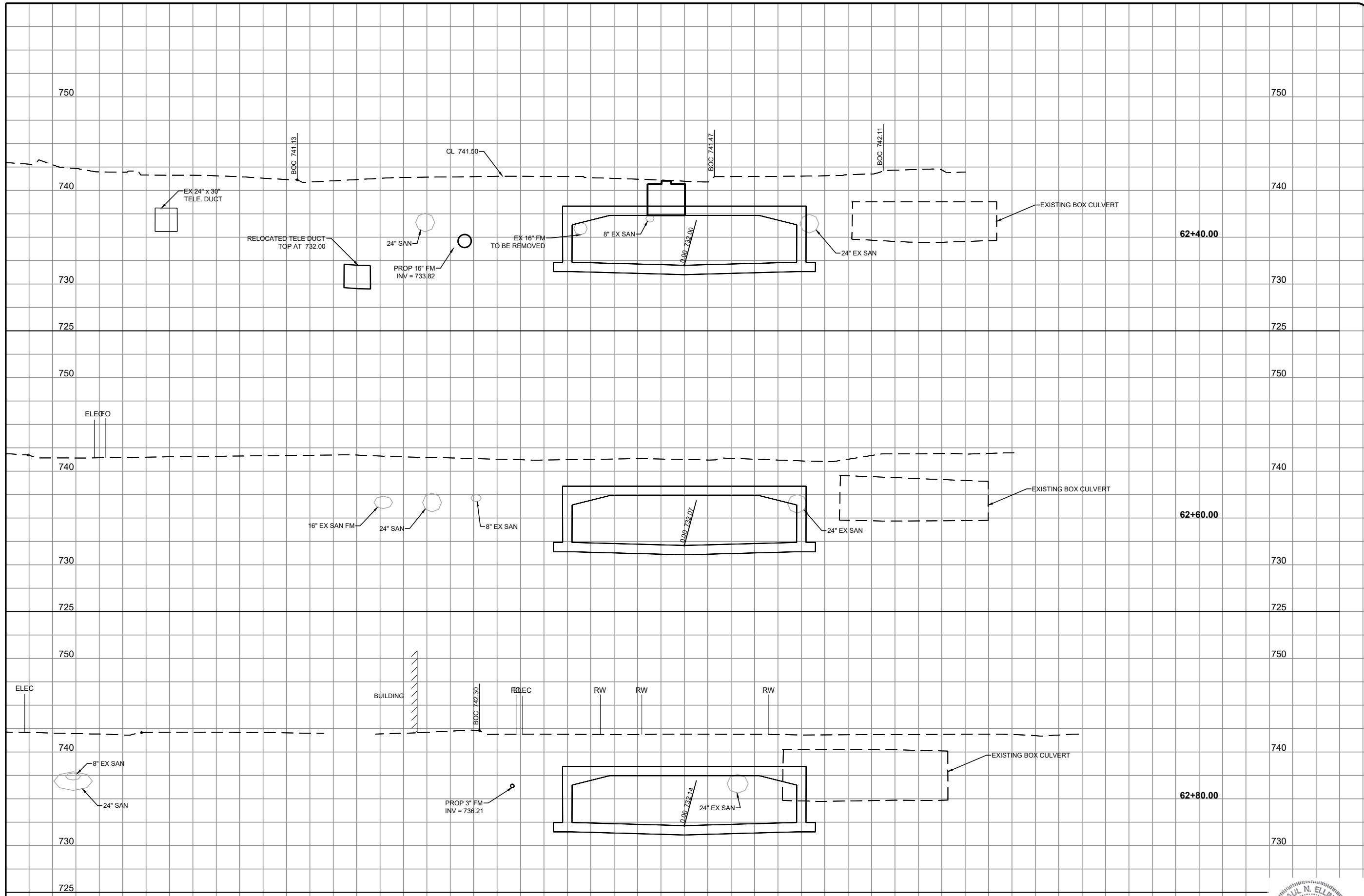
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-L-1-1.DWG
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
CULVERT LAYOUT AND GEOMETRICS



DONOHUE

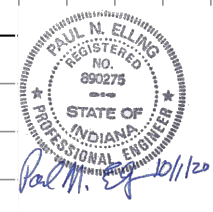
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 Drawing No. L1-2

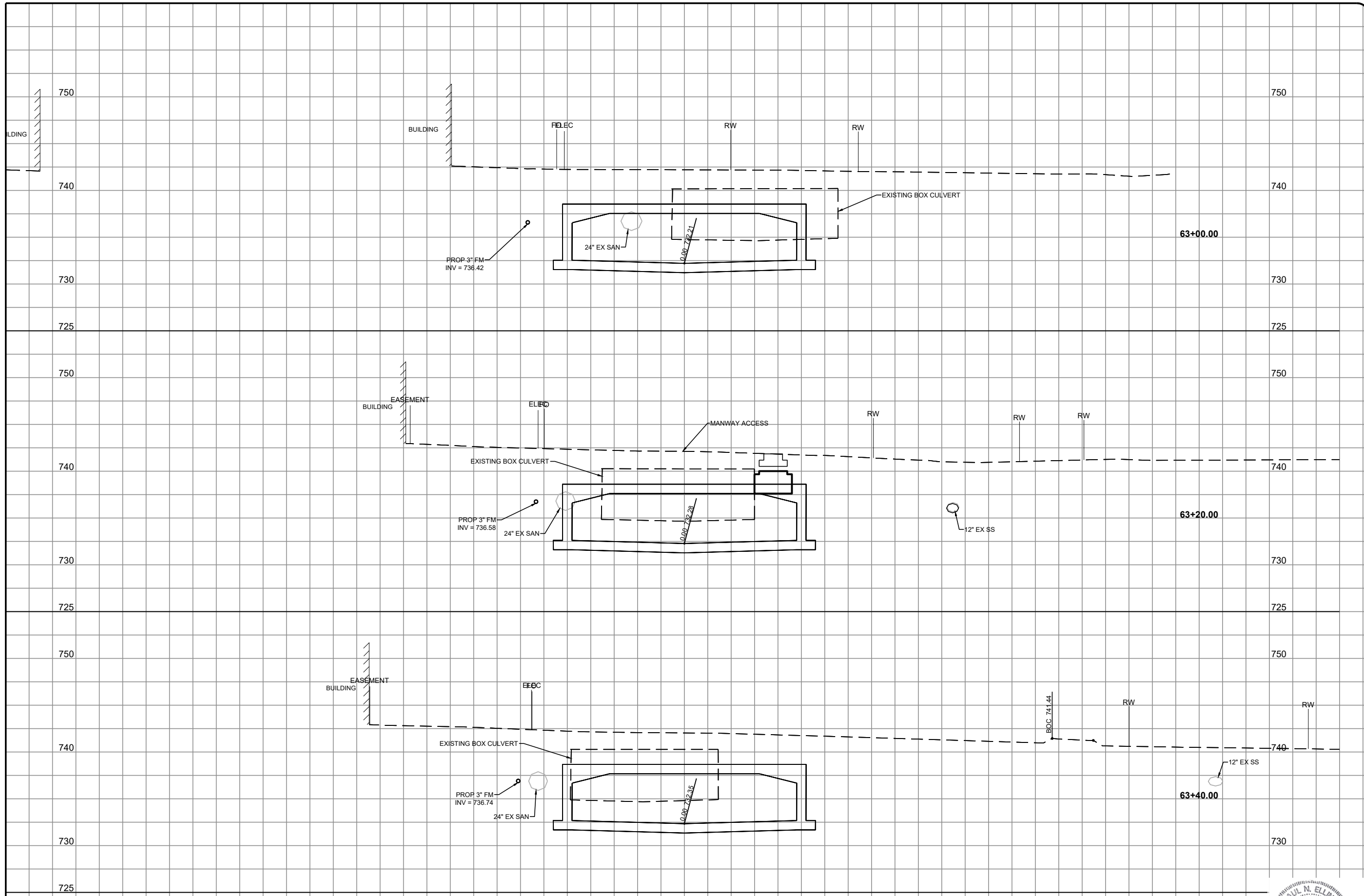


Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	

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

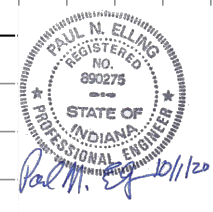




Revision Number	Revision Description	Drawn By	Checked By	Date

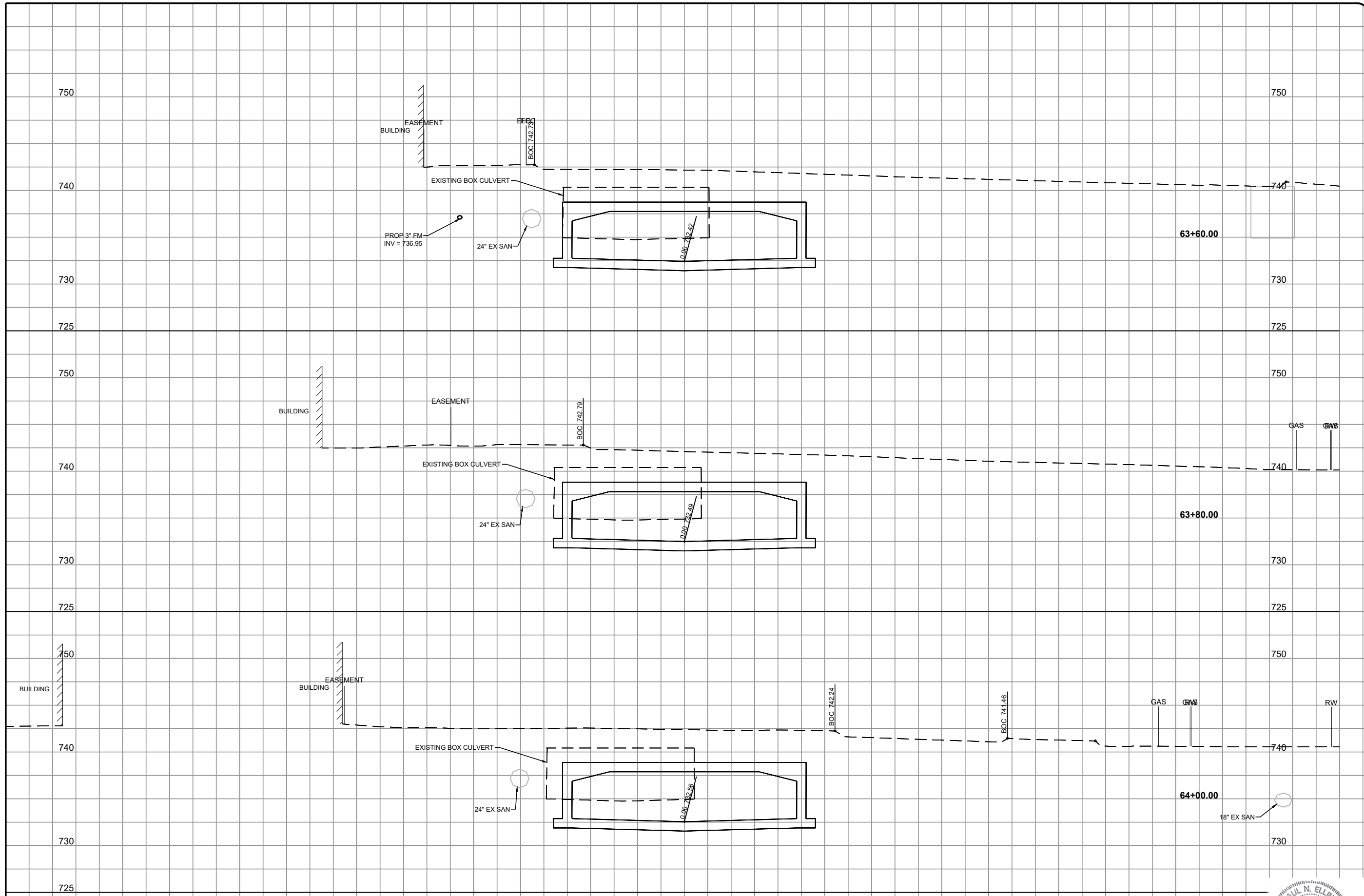
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Drawn By	MAS
Checked By	PNE
Approved By	PNE
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Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
CROSS SECTIONS



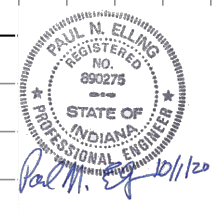
DONOHUE

Sheet No. 123
 Drawing No. CS-24



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-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



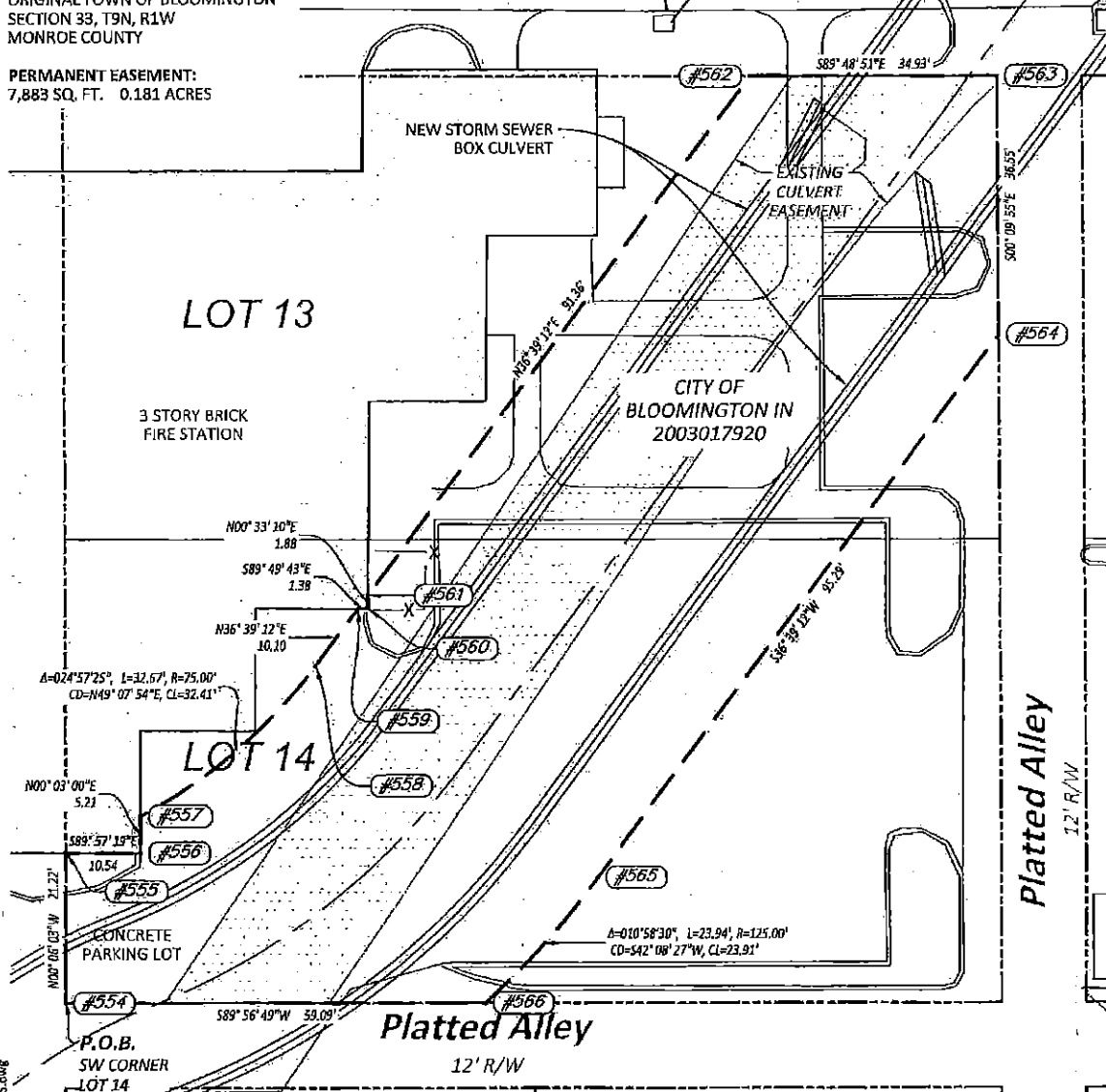
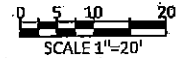
ATTACHMENT 2:

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



ATTACHMENT 3:

October 6, 2022 Meeting Presentation

(3 scheme investigation)

FIRE STATION 1 UPDATES: DUE DILIGENCE STUDY

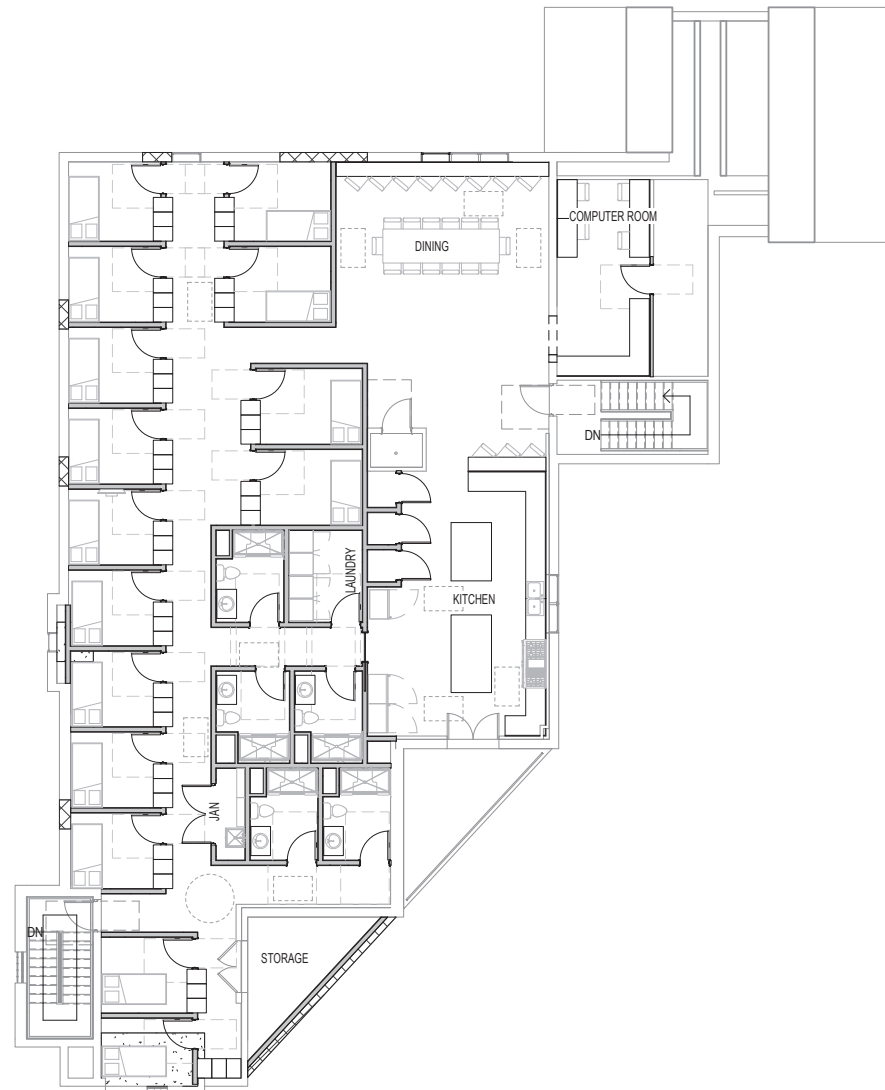
OCTOBER 6, 2022



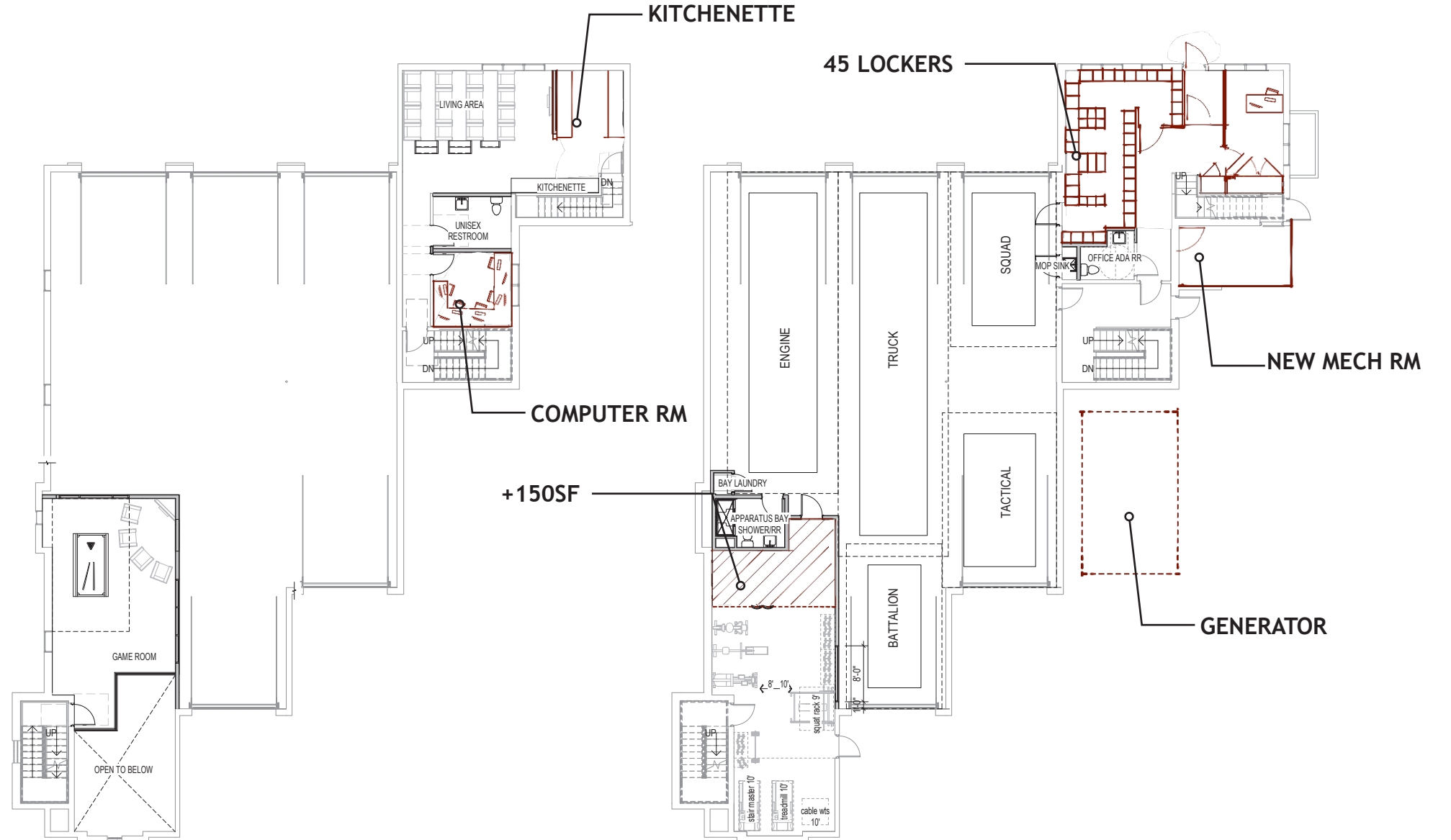
New Construction and Renovation Work for :

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

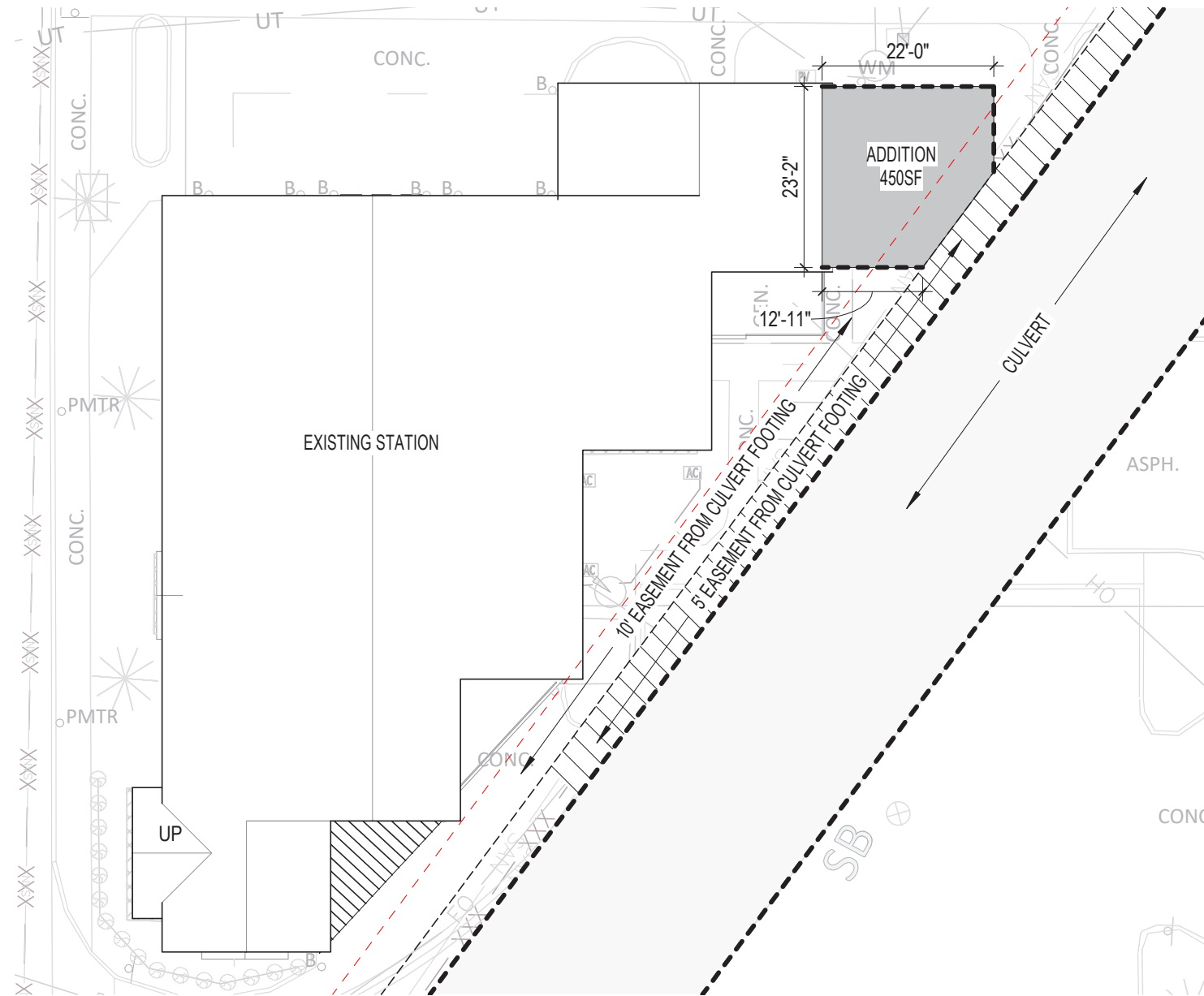


New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408

BASE PLAN CHANGES



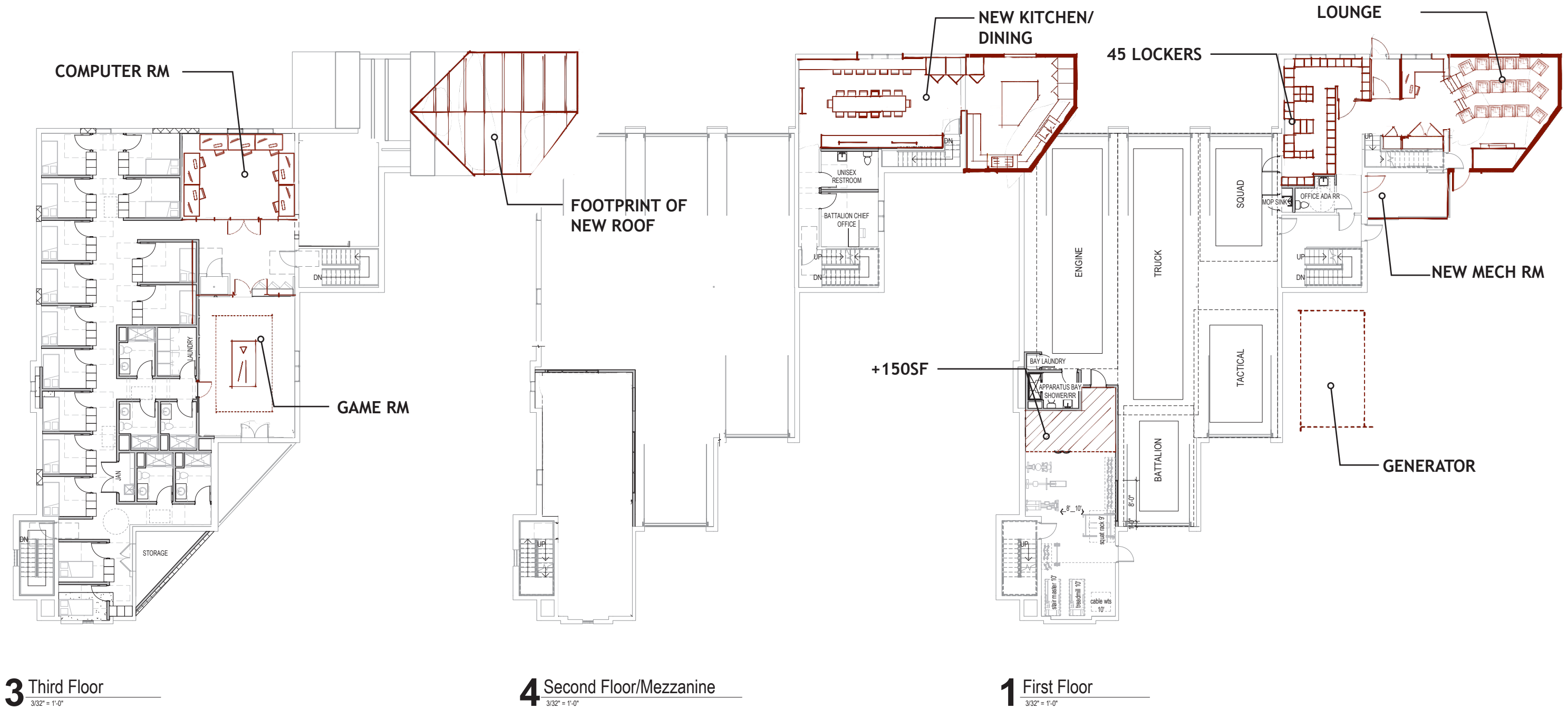
New Construction and Renovation Work for :

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

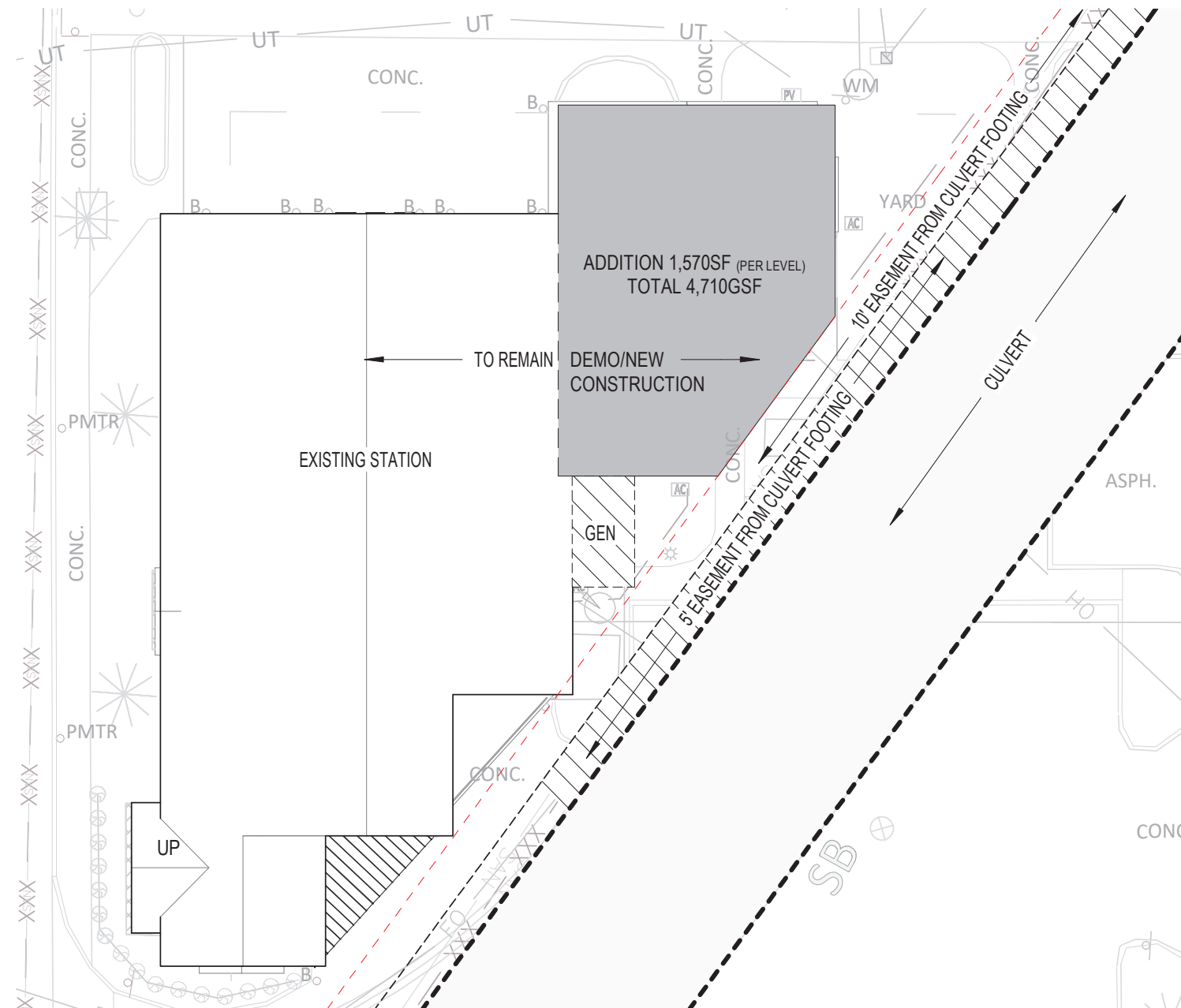


New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408

ADDITION CONCEPT 1



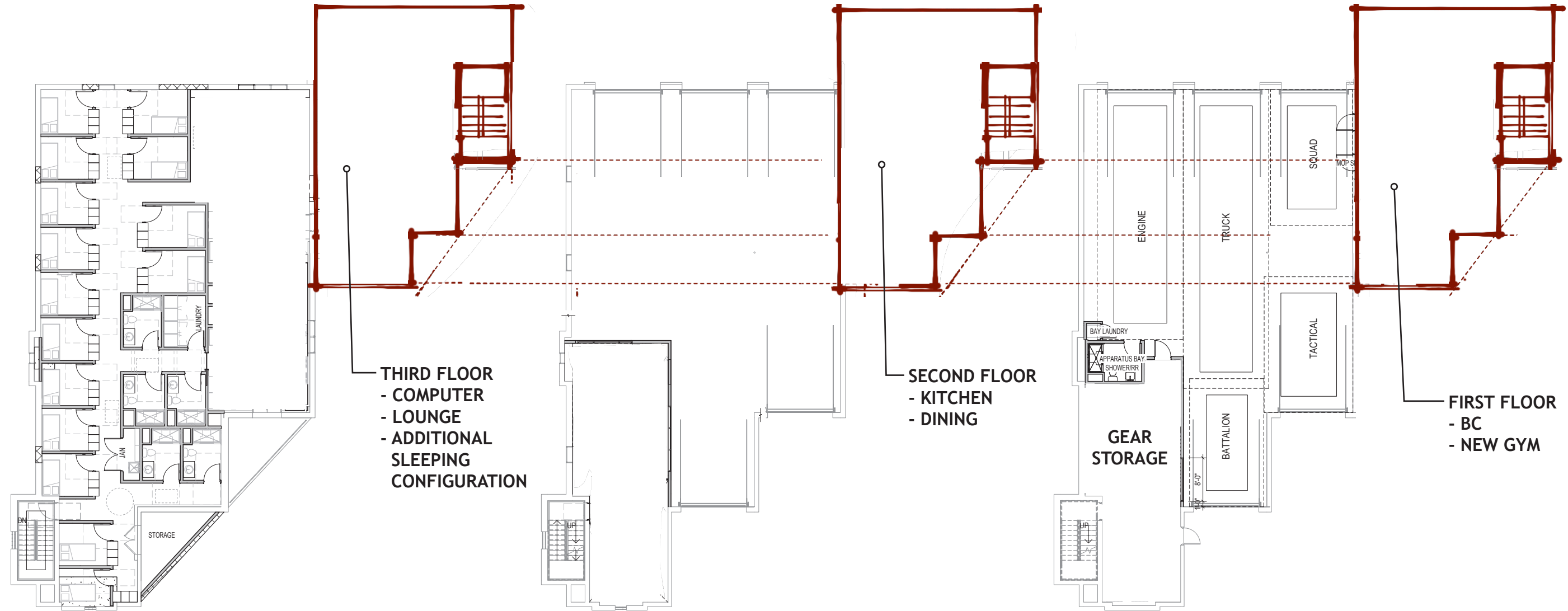
New Construction and Renovation Work for :

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



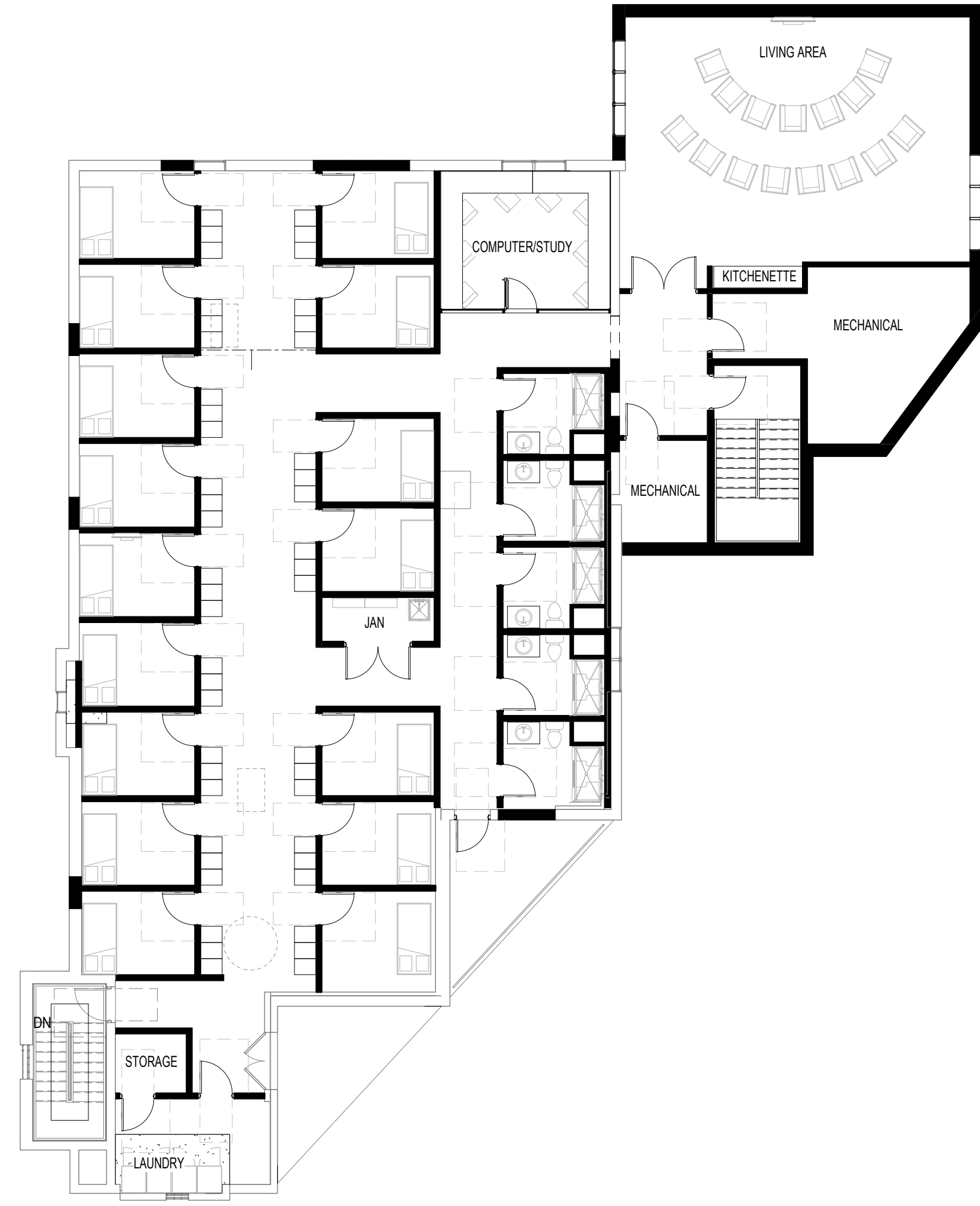
300 E 4th St
 Bloomington, IN 47408

ADDITION CONCEPT 2

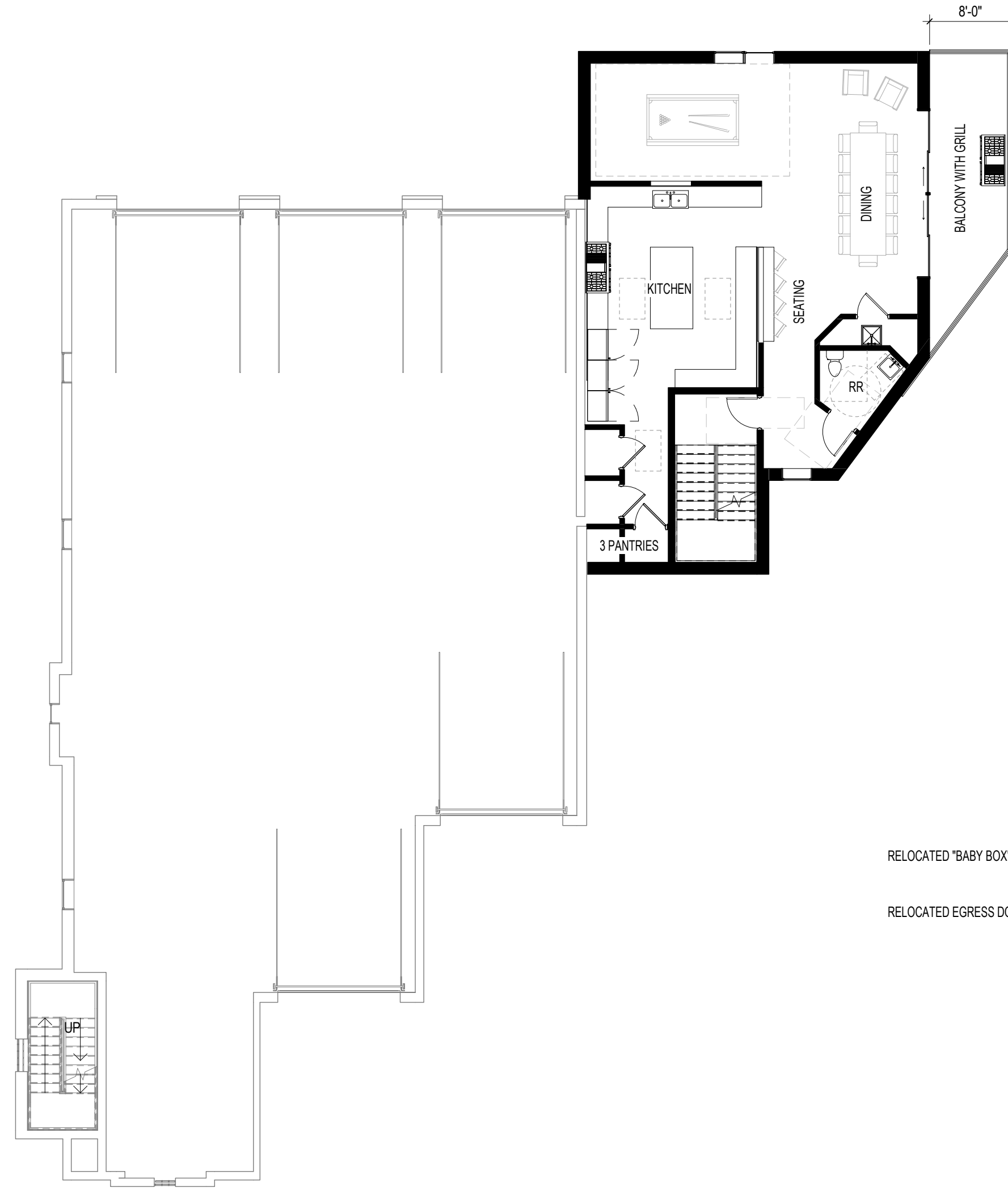


ATTACHMENT 4:

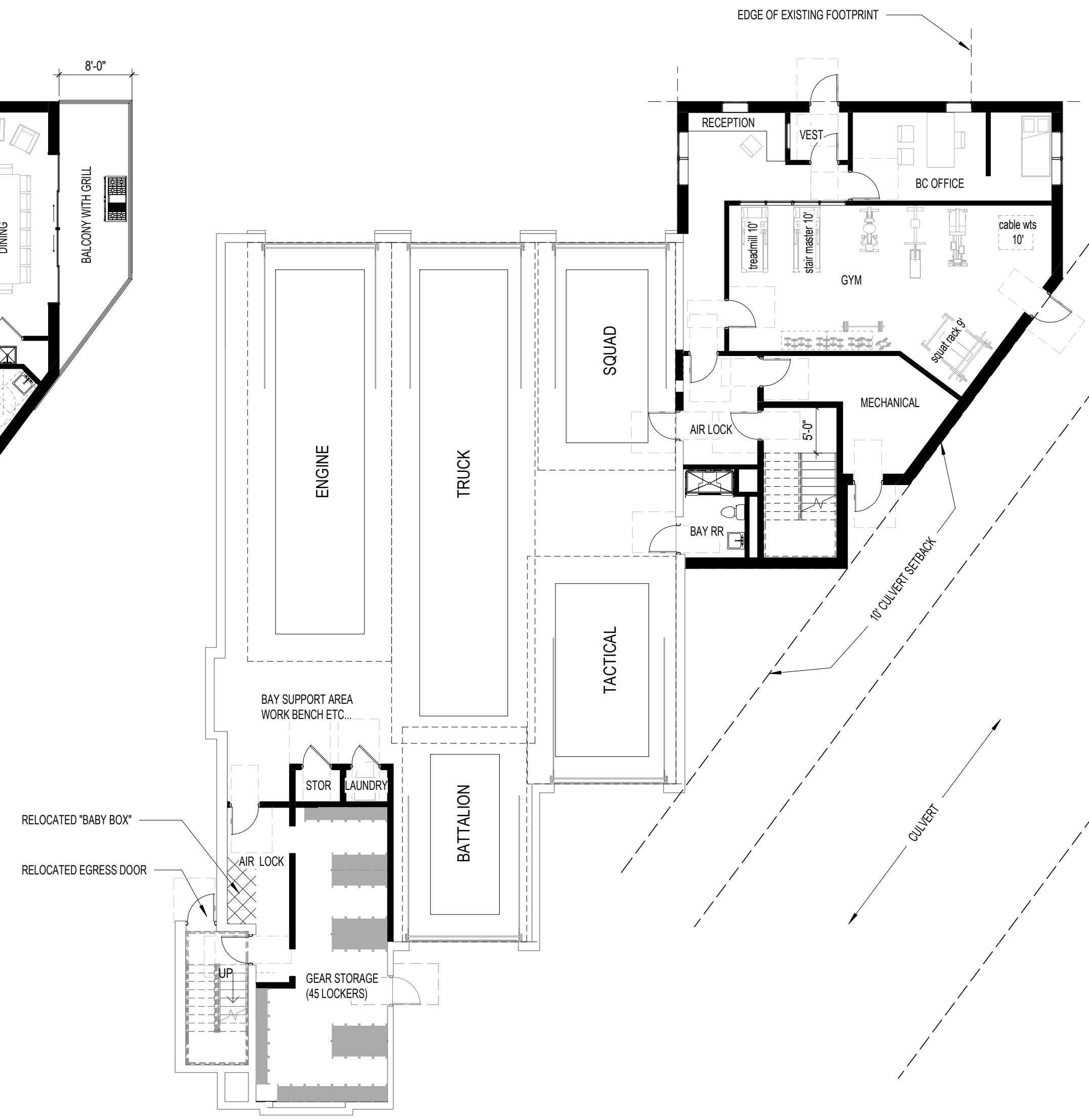
Early Schematic drawings of Addition



3 Third Floor
 3/32" = 1'-0"



2 Second Floor
 3/32" = 1'-0"



1 First Floor
 3/32" = 1'-0"

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 RELOCATIONS OR REVISIONS ARE OWNED BY AND THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPERS FOR USE ON AND CONNECTION WITH THE PROJECT. NO PART OF THE DESIGN OR ARRANGEMENTS OR REVISIONS 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. ANY REVISIONS OR CHANGES TO THE DESIGN OR ARRANGEMENTS OR REVISIONS SHALL BE SUBJECT TO THE APPROVAL OF MARTIN RILEY ARCHITECTS-ENGINEERS. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES AND AUTHORITIES.

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	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:

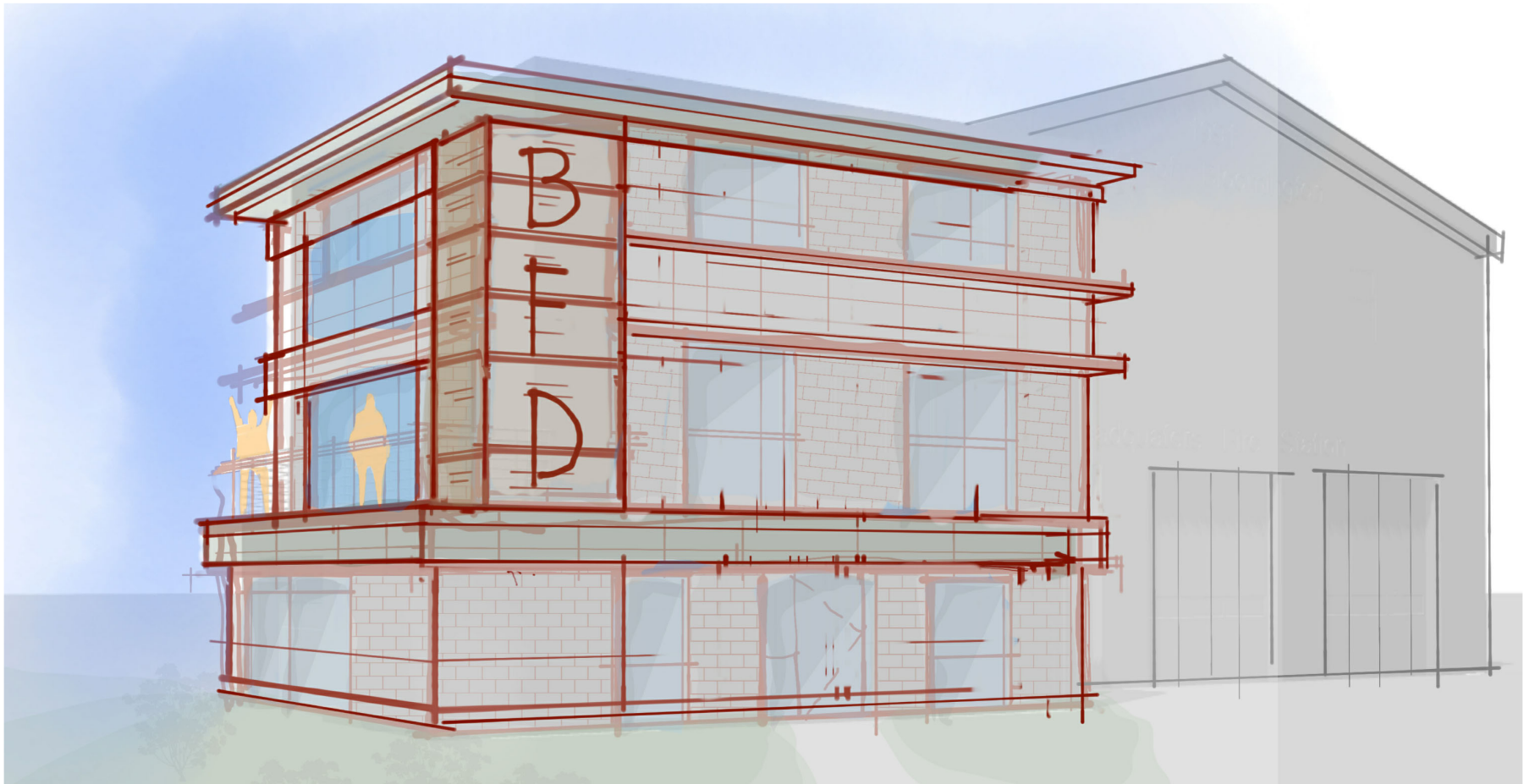
Concept Sketches of Station 1 Addition



Station 1 Renovation Schematic Design

10/31/22





Station 1 Renovation Schematic Design

10/31/22

