



City of Bloomington Common Council

Legislative Packet

Containing legislation and materials related to:

Wednesday, 18 January 2023

Regular Session at 6:30pm



CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA AND NOTICE:
REGULAR SESSION
WEDNESDAY | 6:30 PM
18 JANUARY 2023

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

<https://bloomington.zoom.us/j/86462237198?pwd=dURGSmNwV9pSGUrROU3RUx6dDVpdz09>

- I. **ROLL CALL**
- II. **AGENDA SUMMATION**
- III. **APPROVAL OF MINUTES:**
 - A. April 14, 2021 – Special Session
 - B. September 08, 2021 – Special Session
 - C. October 27, 2021 – Special Session
 - D. November 03, 2021 – Regular Session
 - E. November 17, 2021 – Regular Session
- IV. **REPORTS** *(A maximum of twenty minutes is set aside for each part of this section.)*
 - A. Councilmembers
 - B. The Mayor and City Offices
 - C. Council Committees
 - D. Public *
- V. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
- VI. **LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**
 - A. Resolution 23-01 – Resolution Seeking an End to the United States’ Economic, Commercial and Financial Embargo Against Cuba
 - B. Resolution 23-02 – Resolution of the Common Council of the City of Bloomington, Adopting Indiana Code § 5-23 For Use as an Alternative Procurement Method

(over)

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

To request an accommodation or for inquiries about accessibility, please call (812) 349-3409 or e-mail council@bloomington.in.gov.

Posted: January 13, 2023

- C. 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

Note: This item was last read at the December 21, 2022 Regular Session when discussion was postponed to the January 18, 2023 Regular Session.

VII. LEGISLATION FOR FIRST READINGS

- A. Ordinance 23-01 – To Amend The City of Bloomington Zoning Maps by Rezoning a 0.57 Acre of Property From Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM) - Re: 300, 302, and 314 W. 1st Street (Saint Real Estate LLC, Petitioner)

VIII. ADDITIONAL PUBLIC COMMENT *

(A maximum of twenty-five minutes is set aside for this section.)

IX. COUNCIL SCHEDULE

X. ADJOURNMENT

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

To request an accommodation or for inquiries about accessibility, please call (812) 349-3409 or e-mail council@bloomington.in.gov.



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

Minutes for Approval

14 April 2021 | 08 September 2021
27 October 2021 | 03 November 2021
17 November 2021

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on April 14, 2021 at 5:30pm, Council President Jim Sims presided over a Special Session of the Common Council.

COMMON COUNCIL
SPECIAL SESSION
April 14, 2021

Councilmembers present via Zoom: Matt Flaherty, Isabel Piedmont-Smith, Kate Rosenbarger (arrived 5:49pm), Susan Sandberg, Sue Sgambelluri (arrived 5:38pm), Jim Sims, Ron Smith
Councilmembers absent: Dave Rollo, Stephen Volan

ROLL CALL [5:34pm]

Council President Jim Sims summarized the agenda.

AGENDA SUMMATION [5:35pm]

LEGISLATION FOR FIRST
READING [5:39pm]

Flaherty moved and it was seconded that Ordinance 21-15 be read by title and synopsis only. The motion received a roll call vote of Ayes: 6, Nays: 0, Abstain: 0. Chief Deputy Clerk Sofia McDowell read the legislation by title and synopsis.

Ordinance 21-15 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Technical Corrections Set Forth in BMC 20.02, 20.04, 20.06, 20.07 [5:39pm]

Sims referred Ordinance 21-15 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-16 be read by title and synopsis only. The motion received a roll call vote of Ayes: 6, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-16 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Corrections Set Forth in BMC 20.02 [5:42pm]

Sims referred Ordinance 21-16 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-17 be read by title and synopsis only. The motion received a roll call vote of Ayes: 6, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-17 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Corrections Set Forth in BMC 20.03 [5:43pm]

Sims referred Ordinance 21-17 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-18 be read by title and synopsis only. The motion received a roll call vote of Ayes: 6, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-18 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Corrections Set Forth in BMC 20.04 [5:44pm]

Sims referred Ordinance 21-18 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-19 be read by title and synopsis only. The motion received a roll call vote of Ayes: 6, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-19 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Corrections Set Forth in BMC 20.05 [5:45pm]

Sims referred Ordinance 21-19 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-20 be read by title and synopsis only. The motion received a roll call vote of Ayes: 6, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-20 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Corrections Set Forth in BMC 20.06 [5:47pm]

Sims referred Ordinance 21-20 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-21 be read by title and synopsis only. The motion received a roll call vote of Ayes: 7, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-21 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Corrections Set Forth in BMC 20.07 [5:48pm]

Sims referred Ordinance 21-21 to the Committee of the Whole immediately following the Special Session.

Flaherty moved and it was seconded that Ordinance 21-22 be read by title and synopsis only. The motion received a roll call vote of Ayes: 7, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-22 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Removal of Residential Estate (RE) and Amendment to Residential Large Lot (R1) Zoning Districts Set Forth in BMC 20.02, 20.03, 20.04, 20.05, 20.06, 20.07 [5:50pm]

Flaherty moved and it was seconded that Ordinance 21-23 be read by title and synopsis only. The motion received a roll call vote of Ayes: 7, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-23 - To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Regulations Related to Dwelling, Duplex; Dwelling, Triplex, and Dwelling, Fourplex Set Forth in BMC 20.03 and 20.04 [5:53pm]

Sims referred Ordinance 21-23 to the Committee of the Whole immediately following the Special Session.

Flaherty asked for clarification on which Committee of the Whole meeting Sims intended to refer Ordinance 21-23 to.

Sims corrected the referral of Ordinance 21-23 to the Committee of the Whole to meet on April 28, 2021 at 6:30pm.

Flaherty moved and it was seconded that Ordinance 21-24 be read by title and synopsis only. The motion received a roll call vote of Ayes: 7, Nays: 0, Abstain: 0. McDowell read the legislation by title and synopsis.

Ordinance 21-24 - To Repeal and Replace the Official Zoning Map within Title 20 of the Bloomington Municipal Code Entitled “Unified Development Ordinance” [5:54pm]

Sims referred Ordinance 21-24 to the Committee of the Whole to meet on April 28, 2021 at 6:30pm.

Piedmont-Smith asked for clarification on what happened if there was not a do-pass recommendation at the Committee of the Whole on April 28, 2021. She explained that unless legislation was referred to two Committee of the Whole meetings, a report to the full council would be necessary on May 05, 2021.

Stephen Lucas, Council Attorney, explained council’s options if council was not ready to vote on May 05. If there was not a recommendation from the Committee of the Whole on April 28, then the legislation would still return to the full council on May 05 for consideration.

Lucas reviewed the upcoming council schedule.

COUNCIL SCHEDULE [6:02pm]

Piedmont-Smith moved and it was seconded to have a hard stop at 10:30pm for the Committee of the Whole meeting that night. The motion was approved by a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Flaherty moved and it was seconded to adjourn. Sims adjourned the meeting.

ADJOURNMENT [6:02pm]

APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ___ day of _____, 2023.

APPROVE:

ATTEST:

Sue Sgambelluri, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington

For Approval

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, September 08, 2021 at 7:45pm, Council President Jim Sims presided over a Special Session of the Common Council. Per the Governor's Executive Orders, this meeting was conducted electronically via Zoom.

COMMON COUNCIL
Special Session
September 08, 2021

Councilmembers present via Zoom: Matt Flaherty, Isabel Piedmont-Smith, Dave Rollo, Kate Rosenbarger, Susan Sandberg, Sue Sgambelluri, Jim Sims, Ron Smith, Stephen Volan
Councilmembers absent: none

ROLL CALL [7:45pm]

Council President Jim Sims summarized the agenda.

AGENDA SUMMATION [7:45pm]

LEGISLATION FOR SECOND
READING AND RESOLUTIONS
[7:47pm]

Flaherty moved and it was seconded that Resolution 21-27 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Clerk Nicole Bolden read the legislation by title and synopsis.

Resolution 21-27 - Calling for an Increase to Salaries for Members of the Police Department [7:47pm]

Flaherty moved and it was seconded that Resolution 21-27 be adopted.

Rollo presented Resolution 21-27 which addressed the cosponsors' concern regarding the base salary pay of Bloomington Police Department's (BPD) sworn officers. He commented on the number of sworn officers, attrition, recruitment, public safety, and overtime requirements. He provided data regarding Bloomington's population, and the ranking of pay for sworn officers compared with other cities in Indiana. He highlighted the proposed pay increases within Resolution 21-27.

Smith also presented on Resolution 21-27 and stated that it was not an effort to impact the collective bargaining negotiation. He said that BPD was nationally accredited and helped to keep the community safe during a time with significant increase in crime. He commented on shifts, overtime, and salaries compared to other cities. There were several issues that contributed to an unstable workforce, high turnover rates, poor retention rates, and minimum staffing levels. He further commented on training, mandatory overtime, and the ratio of officers to community members. He highlighted the benefits of increasing the base salary pay as well as the negative impacts of understaffing.

Sandberg referenced her appeal to the administration the previous year, and commented on the public safety budget and the need to increase the salary for sworn officers. She spoke about the preliminary budget discussion and council votes for the BDP budget that year. The high turnover rate, and issues with retention and recruitment, contributed to the loss of professional officers during a time where crime was increasing. She strongly supported social workers, Downtown Resource Officers (DRO), and community resource personnel but said they were not equipped to handle criminal behaviors like shootings, violent crimes, break ins, and more. She applauded the administration for embracing 21st Century policing policies. Sandberg further commented on the urgent need to address concerns at BPD, which had not been properly addressed in the past, and provided examples.

Michael Rouker, City Attorney in the Legal Department, said that the data referenced by the cosponsors, listed pension rates and not compensation for officers. It was not a salary list and should not be used for comparisons. He explained other problems with the list referenced by the cosponsors. He said that in some cases, like with BPD, base compensation mirrored the base compensation on the list. The city's Legal Department and Human Resources Department had drafted a comparable list of base salaries for entry-level sworn personnel in BPD. He presented the list and explained the data as an actual comparison. He further clarified that the data was imperfect because base pay was one part of total compensation. He explained items that constituted extra pay and benefits, and provided examples including specialties, education, training, clothing allowance, sick time, and shift-pay.

Resolution 21-27 (cont'd)

Sgambelluri appreciated Rouker's presentation clarifying the difficulty with comparing compensation. She asked if the extra pay and benefits were unique to Bloomington.

Council questions:

Rouker said that the benefits were not exclusively unique to Bloomington, however the city was very generous with the benefits. The point was that it was difficult to quantify benefits in collective bargaining when comparing agencies. For example, it was simplistic to use the parks pension rate list for comparison of city salaries.

Sgambelluri asked if the benefits existed at other agencies.

Rouker said that was correct, and reiterated that the pension rate should not be used as a list of salaries.

Flaherty thanked the sponsors, and the administration, and asked about the \$5,000 proposed in Resolution 21-27.

Rollo responded that it was a modest increase, and questioned if the current base pay was adequate to prevent attrition.

Flaherty asked how the \$5,000 was determined.

Sandberg explained that it was a starting point, since it was the cosponsors understanding that the city was ranked low. She said that \$15,000 would make the city competitive across the state. The increase was a pragmatic approach to ensuring the retention of well-trained sworn officers. She acknowledged that it was difficult to accurately compare compensation with other cities. She explained that the reason for drafting Resolution 21-27 was because current compensation, including extra pay and benefits, was not sufficient.

Smith added that \$5,000 was a good starting point, but that it was difficult to identify exactly how to stop or reduce attrition.

Rollo stated that the city's base pay was towards the bottom within the state of Indiana.

Rosenbarger asked if the sixty-seven officers who had left BPD included resignation, retirement, and termination.

Smith confirmed that it did.

Rollo noted that five years prior, there were significant numbers that were retiring, but now there were more that were leaving law enforcement or were leaving for other agencies.

Sandberg added that she was not certain there were exit interviews, but that council had received data regarding why those officers left and that it was primarily for other agencies, other departments in the city, or other police departments. This also included an "other" category which included terminations and other reasons. The information included where those officers went.

Smith stated that of the ninety eight officers who left during 2011-2021, 42% left for other another police agency.

Resolution 21-27 (cont'd)

Rosenbarger commented that Chief Michael Diekhoff, during the budget hearings, had stated that he had not seen exit interviews leading her to believe there were none. At a previous work session, she had asked for data on the officers who had left BPD and asked for further clarification on that data.

Smith said that during 2011-2021, 42% of the ninety eight officers went to another police agency.

Rosenbarger said that 58% retired, or went to another career.

Piedmont-Smith inquired about the responsibilities of the administration versus council regarding collective bargaining with the Fraternal Order of Police (FOP). She expressed concern that council was potentially intruding on collective bargaining negotiations.

Rollo stated that council was signatory to the contract and that it was wrong to categorize Resolution 21-27 as negotiation. Since council oversaw the budget, it was within council's purview to address deficiencies within the budget. He said it was also council's concern to address the health and safety of the community and referenced a recent incident. He reminded council that the resolution was non-binding and was a statement of support.

Sandberg added that council was first approached by the FOP leadership three years ago, and that she had had concerns about being involved with negotiations. She said Resolution 21-27 was part of a cumulative effort to address issues at BPD.

Rouker said that the FOP and the administration designated a bargaining team. He described the process and said that collective bargaining also included other unions.

Sims asked for clarification on where BPD ranked according to the information provided by Rouker.

Rouker reiterated that it was best not to use pension rates for comparison, and that a benefits comparison was better but was not a complete picture. He provided examples of benefits like a take-home car for officers. Benefits did not compare equally across cities. He said that was part of the challenge with collective bargaining.

Flaherty asked if the FOP had approached the city requesting that the current agreement be reopened.

Rouker said that he was not aware of any such request.

Flaherty referenced the Bloomington Municipal Code (BMC) that specified how the city and FOP would pursue collective bargaining. He asked if specifying a salary or raise level entered into the area of collective bargaining.

Rouker agreed that collective bargaining was the exclusive mechanism for negotiating a pay raise. He believed there were also state and federal regulations addressing that too.

Smith said it was a non-binding resolution, and that council could make suggestions.

Rollo said that the status quo was not adequate, and the outcome of collective bargaining had not been sufficient. There was an extreme problem and the base pay salary raise was a modest step forward that did not preclude the bargaining that would follow.

Flaherty stated that his question did not pertain to the substance of Resolution 21-27 or the reason for the proposal. He asked if the cosponsors were interested in proposing a general increase in salary as opposed to specifying numbers.

Rollo said yes, and that it had been done in the past and failed.

Sandberg iterated that she and other councilmembers had approached the administration the previous year to discuss the

problems councilmembers saw with BPD staffing. She provided examples of problems with the benefits for BPD.

Rollo added that council's role was to oversee the budget, and that Resolution 21-27 worked within that purview.

Piedmont-Smith asked the cosponsors how Resolution 21-27 would be funded.

Rollo responded that there were American Rescue Plan Act (ARPA) funds available for the immediate need. The administration had committed \$250,000 for recruitment which was now up to \$750,000 [sic]. The administration could redirect the funds from Community Service Officers for sworn officers. He said that the city had budgeted for one hundred and five sworn officers. In the future, Public Safety Local Income Tax (PSLIT) monies could be used.

Smith added that adding resource officers could be delayed and redirected towards BPD officers, as well as using ARPA funds. He said this would help with recruitment and retention.

Sims asked about Mayor John Hamilton's willingness to reopen negotiation with FOP, and asked if both sides needed to agree to renegotiate.

Rouker stated that was correct, and that there were certain conditions that would trigger mandatory renegotiation too.

Sims asked if Resolution 21-27 passed, if it would be considered council's involvement in negotiation, given that it was non-binding.

Rouker stated that it was not appropriate for him to answer that.

Sgambelluri asked for further clarification on things that triggered automatic renegotiation.

Rouker provided examples that would trigger a renegotiation.

Sgambelluri stated that in those cases, the decisions would be binding.

Rouker said that was correct. For example, the tax levy not increasing by an expected amount would trigger renegotiation.

Sandberg stated that Resolution 21-27 was making recommendations. She provided reasons for sponsoring Resolution 21-27 as well as voting against the BPD budget because she felt it was inadequate. She explained that it was an immediate need and that prioritizing decisions needed to be made in the future.

Piedmont-Smith said that it was her understanding, based on a press release from Mayor Hamilton and Chief Michael Diekhoff, that the total amount from ARPA for recruitment and retention of police officers would be increased to \$500,000. She asked if the sponsors would be fine with using that money for salary increases and not for other recruitment and retention efforts.

Rollo responded yes because the base salary increase was key for recruitment, retention, and being competitive.

Sandberg stated that during the budget discussion, it was unclear what the administration's plan was for the \$250,000 recruitment and retention efforts. She said that Resolution 21-27 was very specific in how to use funding.

Rouker clarified that the press release indicated a total of \$500,000 and not \$750,000 as Rollo had referenced.

Rollo thanked Rouker for the clarification.

Jeff Rogers, a union representative of BPD, spoke in favor of Resolution 21-27 and provided reasons. He said that BPD had very low morale and felt unsupported by Mayor Hamilton. He commented on BPD's benefits, loss of officers to other agencies, and

Public comment:

additional problems that BPD faced. He thanked council for considering Resolution 21-27.

Resolution 21-27 (cont'd)

Paul Post, President of FOP Lodge 88, commented in favor of Resolution 21-27. He spoke about collective bargaining, retention, negotiations, and issues at BPD. He said that salary was a primary issue in BPD's ability to recruit and staff officers in a sustainable manner. He provided additional details.

Greg Alexander said that he was surprised Chief Diekhoff was not involved in the discussion that evening. He wondered why council did not challenge other department heads in the same manner. He provided examples concerning safety in the community like pedestrian and bicycle safety. He said that addressing the root causes of crime would go much further.

Nicole Johnson appreciated that base salaries were a way to attract and retain officers. She spoke about officers leaving law enforcement entirely, the ranking lists, and in favor of not replacing Community Resource Officers.

Melissa Stone, Social Worker at BPD, commented on the difficulties that BPD officers faced including not using sick days, traumatic incidents, the inability to take days off, and more. She commented on what she saw in her line of work.

Kamala Brown-Sparks, Interim Chair of the Community Advisory on Public Safety Commission (CAPS), commented on the incentives offered to police officers. She stated that she was the daughter of the first Black police officer in the city. She spoke about the benefits of having a police officer live and work in their neighborhoods.

Jessica Oswald spoke as a Community Service Specialist (CSS) at BPD and thanked the cosponsors. She commented on the volume of calls, and the role of officers and CSSs. She spoke about the difficulty in building relationships with community members due to being understaffed and underpaid.

Jamie Sholl supported Resolution 21-27 and spoke about her concerns about officers being under-slept and the effects that could have on decision making. She commented on the importance of putting the right BPD staff on a call.

Cody Forston thanked council for considering Resolution 21-27. He discussed his work with training at the academy. He discussed officers being recruited by other agencies, salary, base pay, training, and his experience with BPD over the last twenty-one years.

Smith thanked Stone, Rogers, Sholl, Forston, and others for their comments. He commented on redirecting funds from resource officers to sworn officers and said that the current social workers were doing a fantastic job.

Council comment:

Flaherty thanked the cosponsors and public speakers. He commented on the challenges on recruitment and retention, and the administration's efforts to address those challenges. He said it was not council's role to specify salary levels of city employees, especially the police union. There was the section in city code specifying the exclusive mechanism for salaries. He said that the council's fiscal oversight did not extend to that level of detail. Resolution 21-27 did affect the collective bargaining negotiation

Resolution 21-27 (cont'd)

process. He shared the concerns and the desire to address compensation levels, recruitment, and retention. Council was not the best body to be specifying salary levels. He thanked the cosponsors. Flaherty would be voting against Resolution 21-27.

Rollo said that in order to address recruitment and retention, the focus needed to be on compensation. BPD was training officers via the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) who were then leaving for other agencies with better pay and benefits. He said the proof was in the attrition rate and mandatory overtime. It was worrisome and public safety must take precedence. The city could not afford to have overworked, underpaid, and understaffed police officers. He commented on the value of proactive policing, which was not currently possible and was a disservice to the community. Raising the base pay would result in a more competitive salary. He stated that the administration's memo was provided at the last minute in a possible effort to obscure the value of Resolution 21-27. He reiterated that the proposal was well within council's domain. He said that Resolution 21-27 made the city competitive.

Sgambelluri thanked everyone for the discussion. She said that the administration had outlined recruitment and retention of sworn officers and intentionally investing in non-sworn officers. She commented that council was potentially inserting itself in collective bargaining. Resolution 21-27's language was drafted to support, not require, an approach to recruitment and retention. She explained that Resolution 21-27 did not trigger automatic renegotiation. She acknowledged the administration's efforts to address recruitment and retention concerns. She commented on the ranking of BPD's compensation, pension, and benefits. She also commented on the importance of proactive policing which was not able to occur due to understaffing. She would support Resolution 21-27.

Piedmont-Smith thanked everyone for their input. She said she would be supporting Resolution 21-27 because it was an emergency situation. She said retention and morale were very low. She emphasized that police was only one aspect of public safety, and did not equate to everyone as safe. She explained that in the United States, the police had not traditionally treated people of all races with respect. She commended the mayor for increasing the non-sworn officers and was not in favor of cutting those positions to increase the salary of sworn officers. She thought that the salaries of sworn officers needed to increase. They were doing a dangerous job and needed to be fully trained. She would support Resolution 21-27 since it was non-binding and was legal. She thanked the cosponsors for bringing the legislation.

Rosenbarger stated that she would abstain on Resolution 21-27. She understood the challenges with hiring and retaining officers. She explained that the lack of data, despite being requested at a council work session, and the numbers provided being pension numbers, did not provide her with adequate information to vote for or against Resolution 21-27. She disagreed with using funds for resource officers for sworn officers. That was the opposite of where she thought the city should be moving towards regarding public safety. She said that salary was one reason why officers left BPD and she listed various reasons that were provided by officers. She wanted to research what other cities were doing and she provided some details. Rosenbarger referenced changes in the industry and said that instead of offering a greater salary, it was ideal to reorganize

the police department and reallocate duties to take some of the burden from overburdened police officers.

Resolution 21-27 (cont'd)

Volan stated that Bloomington was an expensive city to live in which contributed to officers having to live outside of city limits. He believed that salary negotiation was not the biggest issue, but managing BPD was. He was agnostic about the salary increase and how contract negotiations should occur. He said that council oversight was accurately described during the discussion, and described council's role in the budget process. The cosponsors had been consistently concerned about the issues for years, as well as the police union. Council could cut a portion of the budget to force the mayor to make hard decisions but council could not draft the budget. He said that Resolution 21-27 did not go far enough and would not be binding.

Sandberg was uncomfortable with council micromanaging department heads, and that Resolution 21-27 was not a vote of no confidence for Chief Diekhoff. She commented on the various people she had met with to discuss the concerns at BPD. She did not want to cut the social work program at BPD, but it was a new program and adding more social workers could be delayed until it was more established with safety protocols, et cetera. It was not ideal to add more social workers to that program at the expense of sworn officers. She described her experience with ride-alongs with officers and said that proactive policing could occur. She had seen police officers help community members out of their own pocket. She iterated the urgent need to address concerns and was disappointed that neither Mayor Hamilton nor Chief Diekhoff were present.

Volan stated that he did not imply that council should cut a portion of the BPD budget. He explained that the entire budget was subject to council's ability to cut funds. The sponsors could look for funding from another department. He further commented on the budget.

Sims thanked sworn officers, non-sworn officers, all public safety personnel, the cosponsors, public speakers, and Rouker for their input in the discussion. As far as he knew, no BPD officers were hired without a four-year college degree. He said that BPD had well-trained officers, but the problem was understaffing and mandatory overtime. He commented on the difficulties with officers' schedule, training, family time, and more. Sims understood that the intent was not to cut the social work program at BPD, which was still being established. He intended to fully fill those positions and said that it would help alleviate the responsibilities of sworn officers. He thanked Flaherty for discussing code but said that Resolution 21-27 was non-binding and the intent was to get the attention of the administration. It also sent the message to officers that council supported them. Sims commented that increasing the base salary pay was a start.

The motion to adopt Resolution 21-27 received a roll call vote of Ayes: 7, Nays: 1 (Flaherty), Abstain: 1 (Rosenbarger).

Vote to adopt Resolution 21-27 [10:17pm]

Lucas reviewed the upcoming council schedule.

COUNCIL SCHEDULE [10:17pm]

Sgambelluri moved and it was seconded to adjourn. Sims adjourned the meeting.

ADJOURNMENT [10:18pm]

APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ____ day of _____, 2023.

APPROVE:

ATTEST:

Sue Sgambelluri, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington

For Approval

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on October 27, 2021 at 6:30pm, Council President Jim Sims presided over a Special Session of the Common Council.

COMMON COUNCIL
SPECIAL SESSION
October 27, 2021

Councilmembers present via Zoom: Matt Flaherty, Isabel Piedmont-Smith, Dave Rollo, Kate Rosenbarger, Susan Sandberg, Sue Sgambelluri, Jim Sims, Ron Smith, Stephen Volan (arrived 6:38pm)
Councilmembers absent: none

ROLL CALL [6:32pm]

Council President Jim Sims summarized the agenda.

AGENDA SUMMATION [6:33pm]

Sims referenced Bloomington Municipal Code (BMC) section 2.32.060 which allowed council to designate a representative to the police collective bargaining sessions. The first meeting was on October 28, 2021 at 10:30am. Sims explained that the agenda that evening had been amended to provide an opportunity for council to consider a motion to designate a representative. In the past, council staff had attended the sessions as an observer.

DESIGNATION OF COUNCIL
REPRESENTATIVE FOR POLICE
COLLECTIVE BARGAINING
[6:36pm]

Sims nominate Susan Sandberg as council's representative for police collective bargaining.

Sgambelluri moved and it was seconded to formally designate councilmember Susan Sandberg as its representative for the upcoming police collective bargaining sessions.

Rollo asked council staff to describe the role of the representative.

Council discussion:

Stephen Lucas, Council Attorney, said that council staff had typically sat in on the sessions as an observer. He explained that the representative would not be able to speak for the full council aside from any formal statements that council had made. The representative would be able to ask questions, observe, and share information back to the full council. Lucas said it should be done with the ground rules of the negotiations and mindful that council speaks for itself.

Smith asked if another councilmember could attend a meeting if the designated representative was unable to.

Lucas recommended that the designated representative make the full effort to attend the sessions, and explained the benefits of having one person attend.

Volan requested that the motion be repeated.

Sgambelluri repeated the motion.

Piedmont-Smith inquired about the extent to which the council and its representative had a say in the negotiations.

Lucas said that the representative could not speak for council and would be there as an observer to report back to the full council.

Rollo asked if the appropriate means for council to express their collective opinion was in the form of a resolution.

Lucas said potentially yes, as well as the bargaining agreement that would be before council for consideration.

Volan noted that the council designee typically attended the sessions and asked if the representative would be allowed to speak at the meeting in addition to reporting back to the full council.

Lucas explained that he had attended one session and did have the opportunity to speak. He said that staff could not advocate either way in the negotiation nor could they speak for the full

council other than what has already been collectively stated by the council.

Mike Rouker, City Attorney, stated that Lucas was correct and that the representative need not be mute and could ask questions, get clarification, and assist with interpretation.

Volan asked Sandberg to speak to the role of the designated council representative, as described.

Sandberg stated that she would be a fair observer. She had looked at the ground rules and would abide by them and felt strongly that a council observer was needed. Sandberg confirmed that she would be able to attend the scheduled negotiation sessions and report back. She wondered what the best mechanism for reporting back to full council would be.

Lucas stated that he would go over the ground rules with the representative, including the scope of what could be reported.

Volan asked if councilmembers could reach out to the representative for information and not reveal privileged information.

Lucas explained that the type of information that could be shared, with council or the public, was standard in the rules.

Rollo asked if councilmembers would be able to discuss the negotiations with the administration outside of the sessions, based on the information reported back from the representative.

Lucas believed councilmembers were free to communicate as needed. Lucas would review the ground rules with council in detail at a later date.

Rouker cautioned that the process of negotiations was done by the bargaining team and council's primary role was to ratify, review and ratify, or not ratify the agreement. He asked what type of communication Rollo was referring to.

Rollo stated that he was inquiring to what extent councilmembers could participate since council had been passive in the past.

Sims understood that the council representative was not a part of the negotiation and that the ground rules guided confidentiality and what information could be reported. Sims explained how the designation of a representative be considered that evening.

Sandberg said it would be her honor to be a part of the process and that she would be as confidential as needed. She would take careful notes and would be available to speak with councilmembers throughout the process. She was cautiously optimistic about the process and stated that she would primarily be a silent observer.

Sims clarified that the designation of a council representative would occur independent of council's consideration on the budget.

The motion received a roll call vote of Ayes: 7, Nays: 0, Abstain: 2 (Sandberg, Volan).

DESIGNATION OF COUNCIL REPRESENTATIVE FOR POLICE COLLECTIVE BARGAINING (cont'd)

Vote to designate representative [6:56pm]

Mayor John Hamilton spoke about the 2022 budget and summarized agreeable components as well as concerns, including public safety and the Bloomington Police Department (BPD), labor negotiations, climate crisis and investing in steps towards sustainability, bonding, internal city efforts, and recover forward during the pandemic. He urged council to support the budget that evening and thanked staff for their work on it.

Sims thanked Sandberg for being council's representative for police collective bargaining.

Sims noted that the Special Session that evening served as a continuation of the adoption meeting that began on October 13, 2021 for Appropriation Ordinance 21-02, the 2022 Civil City Budget. He explained that per Indiana code, November 1, 2021 was the last day for council to adopt a 2022 budget and to fix salaries for all employees including elected officials. He noted two amendments, that needed a sponsor, to the salary ordinances to be considered brought by Human Resources. Sims stated that he would sponsor the amendments.

LEGISLATION FOR SECOND
READING AND RESOLUTIONS
[7:03pm]

Flaherty moved and it was seconded that Appropriation Ordinance 21-02 be read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Clerk Nicole Bolden read the legislation by title and synopsis. The committee do-pass recommendation was Ayes: 3, Nays: 4, Abstain: 2.

Appropriation Ordinance 21-02 - An Ordinance for Appropriations and Tax Rates (Establishing 2022 Civil City Budget for the City of Bloomington) [7:03pm]

Flaherty moved and it was seconded to adopt Appropriation Ordinance 21-02.

Jeff Underwood, City Controller, urged council to pass Appropriation Ordinance 21-02.

Piedmont-Smith asked about the official paperwork for the creation of a new position in the Economic and Sustainable Development (ESD) department to implement the Climate Action Plan (CAP). She said that the department budgets were itemized and asked if council needed to see the funding transferred from Sanitation to ESD.

Council questions:

Underwood explained that a formal amendment was not needed for Appropriation Ordinance 21-02 since the documentation was only supporting documents. He confirmed that the money would shift from the General Fund Sanitation budget to the ESD budget.

Sgambelluri asked how the debt level and debt per capita would be affected by the proposal.

Underwood stated that the bonds in the proposal were general obligation bonds and would go to council for a vote as resolution and bond ordinances. The subsequent property tax rate that would support the bonds at a five year payback would minimize the interest payments. He provided additional details.

Sgambelluri asked for further clarification about the debt per capita.

Underwood said it was 19.18.

Sgambelluri wondered if there was an upper limit that was acceptable.

Underwood explained how the debt was analyzed and provided details. He said that the city had a low property tax debt partly because of the 2% limit, excluding the Parks Department. He provided additional details about the city's debt.

Rollo asked how the bonds would be serviced.

Underwood stated that since they were general obligation bonds, they would be property tax based and if the bonds were approved by the council, and were sold, then an application to the Department of Local Government Finance (DLGF) would be submitted.

Volan inquired about debt in other cities in Indiana.

Underwood said that at the top end of the scale was Carmel, with \$300-500 million in debt. He said that Bloomington fell much less than that.

Volan referenced the city of Fishers' debt.

Underwood agreed, and said Bloomington was on the lower end of the scale. He explained how Bloomington approached debt and maintained the debt rating.

Volan asked how much debt could be taken on without affecting the bond rating.

Underwood said it depended on the type of debt that was issued and explained some additional details.

Volan asked what the current bond rating was.

Underwood said it was AA.

Appropriation Ordinance 21-02
(cont'd)

Flaherty asked for clarification on how any changes in reallocating funding were reflected in the budget.

Underwood explained that the appropriation ordinance would not change. There were five business days after council's vote to submit all the forms including the signed ordinance, assuming a positive vote that evening. He said he would update the forms and send them to council staff.

Flaherty asked if it was not in the packet because the changes were announced the previous day while the packet had been publicized the previous Friday.

Underwood confirmed that was correct, that it was a timing issue.

Flaherty asked if there was anything different about the salary ordinances.

Underwood stated that there would be an amendment to the salary ordinance due to the job evaluation committee process.

Greg Alexander commented on the previous bonding done for the Parks Department. He also said that ESD was stonewall climate activism.

Public comment:

Rollo supported the proposal by the mayor to incorporate \$5000 in the base salary for police officers, but more was required in order to be competitive. He commented on annexation, council's representative for negotiating, and about a cabinet-level position for the climate proposal. He noted that the first greenhouse gas study was done in 2007 by the Environmental Commission (EC) and Commission on Sustainability (COS). He said that it was necessary to follow the Climate Action Plan (CAP) and would support the proposal.

Council comment:

Sandberg appreciated movement forward with regard to police salaries, and applauded Chief Michael Diekhoff and BPD's certification. There was a sense of urgency in addressing the staffing shortages at BDP. She commented on the twenty nine applicants which only resulted in three that were qualified to make offers to. She also commented on retention of police officers, public safety issues, and said she would be supporting the proposal.

Sims would support Appropriation Ordinance 21-02 and spoke about the fire department's award on Insurance Services Office's (ISO) first class rating. He said that progress occurred with collaborative and meaningful dialogue. The budget was not perfect but had improved through discussions with the administration. He provided some examples including the \$5000 for police officers. He said that while a cabinet level climate action position was requested, it was not granted. Instead a position was created to work with the climate action employee in ESD.

Piedmont-Smith thanked the mayor, Underwood, and all department heads for their work on the budget. She appreciated that council and the mayor had more communication than in the

past which allowed for more council input. She hoped it continued to be that way in the future, and stated that she would support the budget that evening. Piedmont-Smith commented on the insistence by some councilmembers to have a high level position on climate action and the existential urgency of climate action. She commented on the need for reviewing progress like with adopted plans, such as the Sustainability Action Plan (SAP). The city was behind on completing the plans. She was disappointed that the high level position was not in the proposal but appreciated an additional dedicated employee. Piedmont-Smith described the council's and the administration's efforts in the budget process. She commented further on items that were requested by councilmembers but were not in the proposal and provided examples.

Appropriation Ordinance 21-02
(cont'd)

Rosenbarger commented on certain priorities including Phase One goals of the CAP. She mentioned the hiring of a new employee to focus on sustainability, expanding and subsidizing solar power beyond residential specifically in single family homes, decreasing food insecurity in most-needed areas, corridor studies, pay-as-you-throw program, and facilitating the building of Accessory Dwelling Units (ADUs). Rosenbarger also mentioned the parking cash-out program, supporting investments for citywide adopted plans and goals like the high priority bike network and sidewalk connectivity. She noted the two big issues for her; climate crisis which would not be ending soon, and that there was a population in Bloomington that felt unwelcome. Addressing those two issues was important for Rosenbarger. She said that while there were good moves in the current budget, bolder moves were needed. She further commented on the housing crisis, and said that making changes could be uncomfortable and difficult. Rosenbarger said she would support the budget.

Volan stated that councilmembers had already shared sentiments he agreed with, and that there were many reasons to be proud of Bloomington. He also said that there were significant shortcomings and provided examples. Volan added that this was the first time in a decade or more that he had seen councilmembers recognize the limits of council's ability to directly change a budget, and to express a willingness to vote against the budget in order to effect change. He was pleased with that effort and stance and was also encouraged that the mayor had been willing to listen to council's feedback. Volan said that council needed to advocate for changes in the budget despite competing concerns of councilmembers. He wished there were more changes in the budget reflecting councilmembers' wishes.

Smith stated that everyone should be proud of their participation in the budget process. He thanked the Mayor John Hamilton, Deputy Mayor Don Griffin, Controller Jeff Underwood, and all the staff that presented to council. He explained that government was incremental and while the budget was not perfect, it had been a good process. He appreciated that the administration respected the issues that council advocated for and were passionate about. He said the outcomes were great though the process was bumpy.

Flaherty stated that he would support Appropriation Ordinance 21-02 and highlighted two items. He appreciated all the hard work by city staff in producing departmental budgets, working with the administration and council, and refining the budget based on priorities. He thanked Underwood and Hamilton and their staff. Flaherty appreciated reaching a middle ground between council

priorities and what the mayor had originally presented. Flaherty said that there was still room for refining the process which had gone better than the previous year. He provided examples of some improvements with the process. The mayor and council were co-equal branches of government but the mayor had a much bigger role in developing a budget. He said that councilmembers kept a limited set of critical, and important issues to focus on with regards to the budget. Flaherty believed council was within its boundary, as the body with fiscal oversight, to adhere to the city's goals and plans. He believed there were promising ideas shared by the mayor regarding climate crisis and, for example, the transportation infrastructure which was capital intensive. He commented that there should be a cabinet-level position, or Director, to oversee CAP goals, and clarified that it was not a criticism of the Assistant Director of Sustainability or the Director of Economic and Sustainable Development (ESD) department. It was an issue of capacity in order to implement and administer the CAP. He provided examples of his reasoning behind supporting a Director level position including examples from other cities that were leading the cause. The city was taking good steps forward and it was necessary to continuously review and assess progress.

Appropriation Ordinance 21-02
(cont'd)

Sgambelluri commented that the budget was about negotiation, navigating tradeoffs, and finding an optimal balance in priorities. The previous two weeks allowed for improvements in the budget. She explained that there were elements in the budget that were not ideal, but it was not sufficient reason to vote against the budget. Sgambelluri said that, for example, city staff still deserved raises and the Jack Hopkins grants still needed to be available the next year. It was important to keep up with vehicle replacement, maintenance and certifications, and to not compromise the quality of basic city services. She commented on the mayor's press release on the proposed 2022 budget including the \$5000 retention bonus over the next fourteen months and an increase in base salary [for BPD]. She thanked Mayor Hamilton, department directors and staff, and councilmembers. She mentioned that the administration had been more responsive despite the discussions being difficult at times.

The motion to adopt Appropriation Ordinance 21-02 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Appropriation Ordinance 21-02 [7:54pm]

Flaherty moved and it was seconded that Ordinance 21-39 be read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis. The committee do-pass recommendation was Ayes: 9, Nays: 0, Abstain: 0.

Ordinance 21-39 - An Ordinance to Amend Ordinance 20-22, Which Fixed Salaries for Officers of the Police and Fire Departments for the Year 2021 - Re: Pay Grade Changes for Police Lieutenants and Captains, Additional Pay, and Retention Pay [7:55pm]

Flaherty moved and it was seconded to adopt Ordinance 21-39.

Amendment 01 to Ordinance 21-39

Flaherty moved and it was seconded to adopt Amendment 01 to Ordinance 21-39.

Amendment 01 Synopsis: This amendment was prepared at the request of the Human Resources Department to list the position of Supervisory Sergeant as eligible for additional pay under the proposed Section II B and to clarify when retention payments shall be paid under the proposed Section II F.

Caroline Shaw, Director of Human Resources, explained Amendment 01 and provided details.

There were no council questions.

Council questions:

There were no public comments.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Amendment 01 to Ordinance 21-39 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Amendment 01 to Ordinance 21-39 [8:01pm]

Flaherty moved and it was seconded to adopt Amendment 02 to Ordinance 21-39.

Amendment 02 to Ordinance 21-39

Amendment 02 Synopsis: This amendment was prepared at the request of the Human Resources Department to correct the twenty years longevity pay, which increased from \$100 per year to \$125 per year with the most recent police collective bargaining agreement.

Shaw summarized Amendment 02.

Sims asked if Amendment 02 was a housekeeping amendment. Shaw confirmed that was correct.

Council questions:

There was no public comment.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Amendment 02 to Ordinance 21-39 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Amendment 02 to Ordinance 21-39 [8:05pm]

There were no council questions.

Council questions:

There was no public comment.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Ordinance 21-39 as amended received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Ordinance 21-39 as amended [8:07pm]

Flaherty moved and it was seconded that Ordinance 21-36 be read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis. The committee do-pass recommendation was Ayes: 4, Nays: 0, Abstain: 5.

Ordinance 21-36 - An Ordinance Fixing the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2022 [8:08pm]

Flaherty moved and it was seconded to adopt Ordinance 21-36.

Flaherty moved and it was seconded to adopt Amendment 01 to Ordinance 21-36.

Amendment 01 to Ordinance 21-36

Amendment 01 Synopsis: This amendment was prepared at the request of the Human Resources Department to list the position of Supervisory Sergeant within the Police Department as eligible for additional pay under the proposed Section II B.

Shaw presented Amendment 01.

There were no council questions.

Council questions:

There was no public comment.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Amendment 01 to Ordinance 21-36 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Amendment 01 to Ordinance 21-36 [8:12 pm]

Flaherty moved and it was seconded to adopt Amendment 02 to Ordinance 21-36.

Amendment 02 to Ordinance 21-36

Amendment 02 Synopsis: This amendment was prepared at the request of the Human Resources Department to correct the twenty years longevity pay, which increased from \$100 per year to \$125 per year with the most recent police collective bargaining agreement.

Shaw summarized Amendment 02.

There were no council questions.

Council questions:

There was no public comment.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Amendment 02 to Ordinance 21-36 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Amendment 02 to Ordinance 21-36 [8:15 pm]

There were no council questions.

Council questions:

There was no public comment.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Ordinance 21-36 as amended received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Ordinance 21-36 as amended [8:17pm]

Flaherty moved and it was seconded that Ordinance 21-37 be read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis. The committee do-pass recommendation was Ayes: 2, Nays: 5, Abstain: 2.

Ordinance 21-37 - An Ordinance Fixing the Salaries of Appointed Officers, Non-Union and A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana, for the Year 2022 [8:18pm]

Flaherty moved and it was seconded to adopt Ordinance 21-37.

Shaw stated that she had presented Ordinance 21-37 in detail on August 29, 2021.

Piedmont-Smith asked what the living wage would be in 2022.

Shaw said it would be \$14.01.

Piedmont-Smith asked if that was reflected in the lowest wages.

Shaw confirmed that was correct.

Council questions:

There was no public comment.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Ordinance 21-37 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Ordinance 21-37 [8:22pm]

Flaherty moved and it was seconded that Ordinance 21-38 be read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis. The committee do-pass recommendation was Ayes: 7, Nays: 0, Abstain: 2.

Ordinance 21-38 - To Fix the Salaries of All Elected City Officials for the City of Bloomington for the Year 2022 [8:23pm]

Flaherty moved and it was seconded to adopt Ordinance 21-38.

There were no council questions.

Council questions:

There was no public comment.

Public Comment:

There were no council comments.

Council comments:

The motion to adopt Ordinance 21-38 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Ordinance 21-38 [8:27pm]

Lucas reminded council that signatures were needed in a timely manner for the budget legislation, and reviewed the upcoming council schedule.

COUNCIL SCHEDULE [8:27pm]

Bolden stated that clerk staff would be sending councilmembers an email in the morning coordinating the signatures.

Sgambelluri asked if Bolden knew approximately when the document would be available.

Bolden stated they would be available by the following day.

Sims commented on the 2022 budget process, and thanked councilmembers, the administration, department heads, and all others that contributed. He believed that teamwork was key.

Sims adjourned the meeting.

ADJOURNMENT [8:29pm]

APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ____ day of _____, 2023.

APPROVE:

ATTEST:

Sue Sgambelluri, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, November 03, 2021 at 6:30pm, Council President Jim Sims presided over a Regular Session of the Common Council. Per the Governor's Executive Orders, this meeting was conducted electronically via Zoom.

COMMON COUNCIL
REGULAR SESSION
November 03, 2021

Councilmembers present via Zoom: Isabel Piedmont-Smith, Dave Rollo, Kate Rosenbarger, Susan Sandberg, Sue Sgambelluri, Jim Sims, Ron Smith, Stephen Volan (arrived at 6:50pm)
Councilmembers absent: Matt Flaherty

ROLL CALL [6:33pm]

Council President Jim Sims summarized the agenda.

AGENDA SUMMATION [6:34pm]

There were no minutes for approval.

APPROVAL OF MINUTES [6:39pm]

Sgambelluri mentioned her upcoming constituent meeting.

REPORTS

Piedmont-Smith announced her monthly constituent meeting.

- COUNCIL MEMBERS [6:39pm]

Rollo commented on the Zoom link for the meeting.

Sgambelluri moved and it was seconded to amend agenda to set aside the time limits for reports from City offices. The motion received a roll call vote of Ayes: 7, Nays: 0, Abstain: 0.

Vote to amend agenda [6:42pm]

John Zody, Director of Housing and Neighborhood Development Department, presented the Housing Report. He discussed affordable housing, homeownership, rentals, rental assistance, rental inspections, Housing Development Fund, and the redevelopment of the Bloomington Hospital Site.

- The MAYOR AND CITY OFFICES [6:42pm]

Rollo asked for further information pertaining to homeownership, city assistance, and funding.

Council discussion:

Zody explained that there was a program, primarily for first time homebuyers that would provide up to \$50,000 for down payment assistance. He provided additional details regarding those currently in the program. Zody said the funding was in HAND'S Housing Development Fund.

Volan asked about building new units and replacements.

Zody referenced a study and its replacement schedule, which was projected to be one hundred and sixty five units by 2030.

Smith asked if the affordable housing data included students.

Zody said yes, and it included all rentals.

Smith asked if the data could separate out students.

Zody said that was not possible since it included all rentals.

Sandberg asked how community members could apply to the assistance programs.

Zody provided details regarding the requirements of the programs, as well as application processes.

Piedmont-Smith asked if there was a number of units that would have accessibility requirements.

Zody said it would not be a requirement. He explained accessibility issues, fair housing, the Human Rights Commission, and the Community Development Block Grant's (CDBG) Home Modification for Adjusted Living program.

Sgambelluri asked for clarification on the rental challenges and the data regarding students.

Zody explained that the rental information included students and provided additional details about households in Monroe County that were cost-burdened.

Sgambelluri asked if HAND knew the number of students in that data.

Zody said he could gather that information.

Sgambelluri asked for additional information about the eviction moratorium.

Zody spoke about the federal moratorium, and Monroe County Court's Eviction Diversion program. The Indiana Supreme Court Services had recommended not having a mandatory eviction diversion program, so it was currently not mandatory. He explained mediation services in the city.

Sims asked for further information about the Summit Hill Community Land Trust and its investment.

Zody explained that it was an effort to increase homeownership. He further explained funding, consultants, and future plans.

Volan asked about the total number of rental units in the city.

Zody explained the rental inspection cycle and rental permits. He said that HAND was up to date with the inspections.

Volan asked if all units in large multifamily buildings were inspected.

Zody said that all units would be inspected according to the permit.

Sgambelluri asked about the number of households in Monroe County that received assistance.

Zody stated that it was five hundred and thirty seven households.

Sgambelluri said there were many households that had not received assistance. She asked about additional demographics from those who had received assistance.

Zody said he would request that information.

Rollo asked for clarification on the strategy for increasing housing stock for the city.

Zody said that HAND was collaborating with the Planning and Transportation Department constantly. He referred to the contributions that the city was making towards infrastructure and the development on 17th Street by Trinitas.

Sims asked about the designation of the Kohr Building.

Zody said that affordability was being considered in conjunction with preserving the building and that it was ongoing.

Sgambelluri wondered about rental assistance and aspiring homeowners.

Zody explained that there were forty eight units by Switchyard Park, for rental housing, of which ten would be affordable units. The focus between rental assistance and homeowner assistance was different. HAND was focusing on both.

Sgambelluri commented that homeownership was important for building equity.

Zody agreed and explained some challenges.

- The MAYOR AND CITY OFFICES (*cont'd*)

Mallory Rickbeil, Bicycle and Pedestrian Coordinator in the Planning and Transportation Department, presented the Sidewalk Equity Improvement Report. She commented on her experience at an event hosted by the Council for Community Accessibility titled, "Increasing Transportation and Mobility Options for All." She spoke about sidewalk equity, desired paths, walking scores, sidewalk funding, compiled data on walkability, and additional mapping tools. She also discussed information pertaining to city-maintained roads, median income within the city, and possible recommendations. She explained mechanisms used, and suggestions for data collection, for recommendations for sidewalk improvement.

- The MAYOR AND CITY OFFICES (*cont'd*)

Rollo wondered if sidewalk network density was analyzed.

Rickbeil responded that there was a score for kilometers of missing sidewalk per census block group.

Rollo asked for further clarification.

Rickbeil said that staff preferred that every street had sidewalk though staff also recognized that some sidewalks would be used more. She explained that there was limited mapping data.

Rollo commented that cutting out redundancy in collecting the data was ideal. He provided examples.

Piedmont-Smith asked if Rickbeil if she had developed the mapping tools as a guide for the council's Transportation Committee in allocating the sidewalk funding.

Rickbeil said that it was the inspiration, and that the same methodology could be done for any type of public resource with a limitation of funds.

Piedmont-Smith said it was for pedestrian transportation.

Rickbeil confirmed that was correct.

Smith asked if there was a master list of sidewalks within the city including missing sidewalks, and those in need of improvement.

Rickbeil responded that the mapping tool could be used but that a master list needed to be created.

Rosenbarger commented on connectivity, prioritization, and pedestrian safety. She provided examples of pedestrians needing to cross the road to access a sidewalk.

Rickbeil agreed that it was context specific, and referenced West Bloomfield Road which had 20,000 cars per day and a sidewalk only on one side of the road. She said that walk potential was a valuable data point and that the preference was to prioritize where there was an emphasis on demand.

Rollo asked about the expression on harm reduction and commented that it was important not to remove the community's availability to request sidewalks. He asked how harm reduction was measured.

Rickbeil said the harm reduction data included posted speed limit and street width, but that measured speed was not included. She hoped there would be more data to include into the expression or methodology. She clarified that the best way to address things like speeding was traffic-calming tools.

Rollo asked Rickbeil for her thoughts on a neighborhood's ability to request sidewalk.

Rickbeil clarified that staff was reconsidering having only a request-based system. In the past, requesting a sidewalk was the only way to be considered for sidewalk funding. A request should be considered in conjunction with other data points. She provided

examples and said it was an effort to eliminate bias with sidewalk funding.

Sims said that, in the interest of time, he would plan to meet with Rickbeil at a later date to discuss sidewalk equity in the city.

There were no council committee reports.

Greg Alexander commented on sidewalk equity, impoverished neighborhoods, and missing sidewalks. He provided examples.

Sgambelluri moved and it was seconded that James Sanders be reappointed to seat C-2 to the Martin Luther King, Jr.'s Birthday Celebration Commission. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Piedmont-Smith moved and it was seconded that Shelby Ford be appointed to seat C-11 on the Community Advisory on Public Safety Commission. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Piedmont-Smith moved and it was seconded to remove Matthew Diaz from seat C-2 on the Community Advisory on Public Safety Commission due to non-attendance. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

There was no legislation for second reading.

Sgambelluri moved and it was seconded that Ordinance 21-41 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0. City Clerk Nicole Bolden read the legislation by title and synopsis.

Sims referred Ordinance 21-41 to the Committee of the Whole to meet on November 10, 2021 at 6:30pm.

Volan moved and it was seconded that Ordinance 21-41 be discharged from the Committee of the Whole.

There was brief council discussion.

The motion received a roll call vote of Ayes: 4 (Rollo, Sandberg, Sims, Smith), Nays: 4, Abstain: 0. FAILED.

- The MAYOR AND CITY OFFICES (*cont'd*)

- COUNCIL COMMITTEES [8:33pm]

- PUBLIC [8:36pm]

APPOINTMENTS TO BOARDS AND COMMISSIONS [8:41pm]

LEGISLATION FOR SECOND READING AND RESOLUTIONS [8:46pm]

LEGISLATION FOR FIRST READING [8:46pm]

Ordinance 21-41 - An Ordinance Authorizing the Refunding of Certain Outstanding Sewage Works Revenue Bonds of the City; Authorizing the Issuance of the City of Bloomington, Indiana Sewage Works Refunding Revenue Bonds of 2021 to Provide Funds for Such Refunding and the Payment of the Costs Thereof; and Addressing Other Matters Connected Therewith [8:46pm]

Vote to discharge Ordinance 21-41 from Committee of the Whole [8:53pm]

Sgambelluri moved and it was seconded that Ordinance 21-42 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis.

Sims referred Ordinance 21-42 to the Committee of the Whole to meet on November 10, 2021 at 6:30pm.

Volan explained that he would not be making a motion to discharge legislation from the Committee of the Whole and would not be attending it.

Sims encouraged councilmembers to attend every meeting, but to please notify the Clerk, President, and council leadership.

Volan reiterated his objection to the Committee of the Whole since it was not an obligatory meeting.

Sgambelluri moved and it was seconded that Ordinance 21-43 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis.

Sims referred Ordinance 21-43 to the Committee of the Whole to meet on November 10, 2021 at 6:30pm.

Piedmont-Smith moved and it was seconded that Ordinance 21-43 be referred to the Transportation Committee to meet on November 10, 2021 at 8:00pm.

Rosenbarger stated that she had no questions pertaining to the four pieces of legislation that were included in first reading that evening, and was ready to vote on the legislation. She appreciated the information in staff's memos as they were thorough.

Volan agreed with Rosenbarger and said the legislation was very straightforward and not controversial.

Piedmont-Smith explained her reasons for making a motion to refer Ordinance 21-43 to the Transportation Committee.

The motion received a roll call vote of Ayes: 2 (Piedmont-Smith, Rosenbarger), Nays: 5 (Rollo, Sandberg, Sims, Smith, Sgambelluri), Abstain: 1 (Volan). FAILED.

Ordinance 21-42 - An Ordinance Authorizing the Refinancing of a Certain Equipment Lease-Purchase Agreement of the City; Authorizing the Issuance of the City Of Bloomington, Indiana General Revenue Annual Appropriation Refunding Bonds of 2021 to Provide Funds for Such Refinancing and the Payment of the Costs Thereof; Appropriating the Proceeds Derived from the Sale of Such Refunding Bonds, and Addressing Other Matters Connected Therewith [8:54pm]

Ordinance 21-43 - To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic" - Re: Amending Section 15.32.090 to adjust the time of a limited parking zone on Second Street; Sections 15.12.010, 15.12.030, 15.16.010, 15.20.020, 15.32.080, 15.32.100 and 15.37.020 to reflect the changing of the name of Jordan Avenue to Eagleson Avenue; Sections 15.32.030 and 15.32.080 to add angle parking and no parking zones to Illinois Court; Section 15.32.100, and Schedule O, "Loading Zones," to add one loading zone to E. Seventh Street [8:58pm]

Vote to refer Ordinance 21-43 to Transportation Committee [9:06pm]

Sgambelluri moved and it was seconded that Ordinance 21-44 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis.

Ordinance 21-44 - To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic" - Re: Amending Chapter 15.32 to add a new schedule for reserved motorcycle parking; Section 15.37.210 to clarify that the parking services director or designee may sell up to 80 employee parking permits, total, in zones 4 and 5; Section 15.40.019, to provide that vehicles with accessible decals, placards or plates may park in accessible parking spaces designated for electric vehicles, whether or not the vehicle is electric or is being charged; and Section 15.48.070, to delete the administrative fee for towed vehicles [9:08pm]

Sims referred Ordinance 21-44 to the Committee of the Whole to meet on November 10, 2021 at 6:30pm.

Stephen Lucas, Council Attorney, explained that in the earlier public comment period, Greg Alexander was given only three minutes despite the agenda indicating it was five minutes.

ADDITIONAL PUBLIC COMMENT [9:09pm]

Greg Alexander spoke about B-Line Heights apartments and accessibility.

Stephen Lucas, Council Attorney, reviewed the upcoming schedule and legislation.

COUNCIL SCHEDULE [9:12pm]

Sims adjourned the meeting without objection.

ADJOURNMENT [9:16pm]

APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ____ day of _____, 2023.

APPROVE:

ATTEST:

Sue Sgambelluri, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, November 17, 2021 at 6:30pm, Council President Jim Sims presided over a Regular Session of the Common Council. Per the Governor's Executive Orders, this meeting was conducted electronically via Zoom.

COMMON COUNCIL
REGULAR SESSION
November 17, 2021

Council President Jim Sims thanked the public for their attendance and participation. He urged community members to consider serving on a city board or commission.

Councilmembers present via Zoom: Matt Flaherty, Isabel Piedmont-Smith, Dave Rollo, Kate Rosenbarger, Susan Sandberg, Sue Sgambelluri, Jim Sims, Ron Smith, Stephen Volan (arrived at 6:49pm)
Councilmembers absent: none

ROLL CALL [6:33pm]

Council President Jim Sims summarized the agenda.

AGENDA SUMMATION [6:34pm]

There were no minutes for approval.

APPROVAL OF MINUTES [6:41pm]

Sgambelluri spoke about her recently held constituent meeting and thanked Adam Wason, Director of Public Works, for his attendance.

REPORTS

- COUNCIL MEMBERS [6:41pm]

Smith wished everyone a happy and safe Thanksgiving.

Rollo commented on the controlled burn on High Street and its remediation. He commended Chief Jason Moore for his efforts in cleanup.

Beth Rosenbarger, Planning Services Manager in the Planning and Transportation Department (PTD), presented the 2021 Comprehensive Plan Tracking report. She discussed ongoing improvement goals, programs, outcomes, and indicators. She also explained the percentage of population living below the poverty line, incentives, greenhouse gas emissions decrease, indicators available in a Portable Document Format (PDF), and sources of the data. She introduced Keegan Gulick, Amir Farshchi, and Mallory Rickbeil.

- The MAYOR AND CITY OFFICES [6:45pm]

Keegan Gulick, Zoning and Long Range Planner in PTD, spoke about household income and education levels, changed policies and programs that encompassed new green building codes, and number of jobs accessible within a forty five minute transit commute.

Amir Farshchi, Long Range Planner in PTD, presented data on high school graduation rate, water loss data from the City of Bloomington Utilities (CBU), number of fatalities and incapacitating injuries, and crash rates for people walking and bicycling.

Mallory Rickbeil, Bicycle and Pedestrian Coordinator in PTD, discussed number of cases investigated and resolved through municipal anti-discrimination laws, percentage of tree canopy coverage, and citywide vehicle miles traveled.

Sgambelluri asked how many unique individuals were represented in the data regarding the number of cases investigated and resolved through municipal anti-discrimination laws.

Council questions:

Rickbeil stated that the data was given to her in an aggregated manner so she did not know the number of individuals.

Sgambelluri asked if the data could be obtained.

Rickbeil stated she would attempt to do so.

Volan asked how often long range staff planned to update the report.

Rosenbarger stated that it would be annually including potential new indicators.

Smith asked for further clarification on the water loss and any remediation for the losses.

Farshchi explained that the water loss data pertained to utility-owned infrastructure and included things like water main breaks. He said that CBU had also conducted a leak survey.

Sims stated that as the council representative on the Utilities Services Board (USB) explained some efforts like the utilization of liners inside of pipes since much of the water loss was through pipe seams, et cetera.

Sgambelluri asked about the percentage of the population living below the poverty line in an area including students.

Rosenbarger confirmed that the data included students and that it was information provided by the census.

Volan asked for clarification on the sixty five and up population and its poverty rate.

Rosenbarger stated it was a typo on the header and the data included all ages.

Volan asked how the USB measured how much the water loss cost.

Sims stated he did not have that information at the time and that perhaps Vic Kelson, Director of USB, could best answer that.

Piedmont-Smith commented on citywide miles traveled and asked if staff had any additional information regarding the numbers during 2015-2020 including the pandemic.

Rosenbarger clarified that the amount driven correlated to the state of the economy, according to information in the United States. She said she could research how Indiana Department of Transportation (INDOT) calculated the numbers.

Sims asked if there was any rationale or reasoning on the differences on how the information was tracked.

Rosenbarger said that it depended on each data point, and that it was challenging. She provided examples.

Sims stated he understood and asked if future reports could include that information.

There were no council committee reports.

There were no public comments.

There were no appointments to boards and commissions.

- The MAYOR AND CITY OFFICES (cont'd)

- COUNCIL COMMITTEES [7:23pm]

- PUBLIC [7:24pm]

APPOINTMENTS TO BOARDS AND COMMISSIONS [7:24pm]

LEGISLATION FOR SECOND
READING AND RESOLUTIONS
[7:24pm]

Flaherty moved and it was seconded that Ordinance 21-41 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. City Clerk Nicole Bolden read Ordinance 21-41 by title and synopsis. The Committee Do Pass recommendation was Ayes: 6, Nays: 0, Abstain: 0. Flaherty moved and it was seconded that Ordinance 21-41 be adopted.

Ordinance 21-41 - An Ordinance Authorizing the Refunding of Certain Outstanding Sewage Works Revenue Bonds of the City; Authorizing the Issuance of the City of Bloomington, Indiana Sewage Works Refunding Revenue Bonds of 2021 to Provide Funds for Such Refunding and the Payment of the Costs Thereof; and Addressing Other Matters Connected Therewith [7:25pm]

Jeff Underwood, Controller, presented Ordinance 21-41 including how the bonds would be paid, maturity, and gross savings.

Council questions:

Volan asked if it would be possible to ask Kelson about the water loss in the previous report presentation.

Sims stated it would be appropriate to have that discussion at a different time. He then stated there was time to address the issue at the meeting.

Volan asked about the cost of water loss to CBU and how it played a role in financing.

Kelson stated that it did not affect the current legislation because the bonds pertained to sewer. He also said he did not know how the information was compiled or how they should be interpreted. He would report back to council at a later date.

Volan said more accurate numbers or data would be ideal to know.

There were no public comments.

Public comment:

There were no council comments.

Council comments:

The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Ordinance 21-41 [7:33pm]

Flaherty moved and it was seconded that Ordinance 21-42 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read Ordinance 21-42 by title and synopsis. The Committee Do Pass recommendation was Ayes: 6, Nays: 0, Abstain: 0.

Ordinance 21-42 - An Ordinance Authorizing the Refinancing of a Certain Equipment Lease-Purchase Agreement of the City; Authorizing the Issuance of the City Of Bloomington, Indiana General Revenue Annual Appropriation Refunding Bonds of 2021 to Provide Funds for Such Refinancing and the Payment of the Costs Thereof; Appropriating the Proceeds Derived from the Sale of Such Refunding Bonds, and Addressing Other Matters Connected Therewith [7:35pm]

Flaherty moved and it was seconded that Ordinance 21-42 be adopted.

Sims moved and it was seconded to adopt Amendment 01 to Ordinance 21-42.

Amendment 01 to Ordinance 21-42

Amendment 01 Synopsis: Amendment 01 revises Ordinance 21-42 to remove language regarding the additional appropriation of the refunding bond proceeds. The appropriation of the refunding bond proceeds will be proposed and included in a separate additional appropriation ordinance to be considered by the Council at a later meeting.

Larry Allen, Assistant City Attorney, explained that Amendment 01 removed appropriation language from the bond refunding ordinance because proper notice needed to be provided to appropriate the funds. He explained it would be folded into the end of the year appropriations.

There were no council questions.

Council questions:

There were no public comments.

Public comment:

There were no council comments.

Council comments:

The motion to adopt Amendment 01 to Ordinance 21-42 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Amendment 01 to Ordinance 21-42 [7:40pm]

Underwood presented Ordinance 21-42 and provided information including the rates, upcoming appropriations, and additional details.

Ordinance 21-42 as amended

There were no public comments.

Public comment:

There was no council comments.

Council comments:

Flaherty moved and it was seconded that Ordinance 21-42 as amended be adopted. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Ordinance 21-41 as amended [7:43pm]

Flaherty moved and it was seconded that Ordinance 21-43 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read Ordinance 21-43 by title and synopsis. The Committee Do Pass recommendation was Ayes: 6, Nays: 0, Abstain: 0.

Ordinance 21-43 - To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic" - Re: Amending Section 15.32.090 to adjust the time of a limited parking zone on Second Street; Sections 15.12.010, 15.12.030, 15.16.010, 15.20.020, 15.32.080, 15.32.100 and 15.37.020 to reflect the changing of the name of Jordan Avenue to Eagleson Avenue; Sections 15.32.030 and 15.32.080 to add angle parking and no parking zones to Illinois Court; Section 15.32.100, and Schedule O, "Loading Zones," to add one loading zone to E. Seventh Street [7:44pm]

Flaherty moved and it was seconded that Ordinance 21-43 be adopted.

Amir Farshchi, Long Range Planner for the Planning and Transportation Department, presented Ordinance 21-43. He explained the proposed changes based on feedback from staff. He described safety and traffic calming changes, details on the proposed parking changes, and the name change to Eagleson Avenue.

Volan asked if the current North Jordan extension would have a different name than Eagleson.

Rosenbarger explained that section would be called Fuller Avenue. It was not included because that section was owned by Indiana University (IU).

There were no public comments.

There were no council comments.

The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Sims added that the IU portion of the North Jordan extension would be named Fuller Avenue after Maddie Fuller. He encouraged the public to research Maddie Fuller’s work with African American history.

Flaherty moved and it was seconded that Ordinance 21-44 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read Ordinance 21-44 by title and synopsis. The Committee Do Pass recommendation was Ayes: 6, Nays: 0, Abstain: 0.

Flaherty moved and it was seconded that Ordinance 21-44 be adopted.

Michelle Wahl, Director of Parking Services, presented Ordinance 21-44. She explained that it was in response to feedback from the public concerning motorcycle parking, downtown business permits, American with Disabilities Act (ADA) parking spaces, and the elimination of an administrative fee for towed vehicles.

Volan asked about the ADA parking spaces with electric vehicle spaces.

Wahl stated that the total number was ten.

Volan confirmed that there would then be two ADA with electric vehicle charging station spaces.

Wahl confirmed that was correct.

Sims asked about the elimination of the administrative fee for towed vehicles and if that function would be moved to Public Works.

Wahl confirmed that was correct.

Sims asked if there would be upcoming legislation to codify that change.

There was no public comment.

There were no council comments.

The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Council questions:

Public comment:

Council comments:

Vote to adopt Ordinance 21-43 [7:52pm]

Ordinance 21-44 - To Amend Title 15 of the Bloomington Municipal Code Entitled "Vehicles and Traffic" - Re: Amending Chapter 15.32 to add a new schedule for reserved motorcycle parking; Section 15.37.210 to clarify that the parking services director or designee may sell up to 80 employee parking permits, total, in zones 4 and 5; Section 15.40.019, to provide that vehicles with accessible decals, placards or plates may park in accessible parking spaces designated for electric vehicles, whether or not the vehicle is electric or is being charged; and Section 15.48.070, to delete the administrative fee for towed vehicles [7:54pm]

Council questions:

Public comment:

Council comments:

Vote to adopt Ordinance 21-44 [8:03pm]

Flaherty moved and it was seconded that Ordinance 21-45 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis.

Sims referred Ordinance 21-45 to the Committee of the Whole to meet immediately following the conclusion of that evening's Regular Session.

Flaherty moved and it was seconded that Appropriation Ordinance 21-05 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Bolden read the legislation by title and synopsis.

Sims referred Appropriation Ordinance 21-05 to the Committee of the Whole to meet immediately following the conclusion of that evening's Regular Session.

There was no additional public comment.

Stephen Lucas, Council Attorney, reviewed the upcoming schedule and legislation.

LEGISLATION FOR FIRST READING [8:05pm]

Ordinance 21-45 - To Amend Title 7 of the Bloomington Municipal Code Entitled "Animals" – Re: Amending Chapter 7.01 (Definitions); Chapter 7.16 (Commercial Animal Establishment Permits); Chapter 7.54 (Fees); and Chapter 7.56 (Enforcement Procedure) [8:05pm]

Appropriation Ordinance 21-05 - To Specially Appropriate from the General Fund, Public Safety LIT Fund, Solid Waste Fund, Cumulative Capital Development Fund, Food and Beverage Tax Fund, Motor Vehicle Highway Fund, Parks and Recreation General Fund, Police Pension Fund, Alternative Transportation Fund, and the Rental Inspection Program Fund Expenditures Not 3 Otherwise Appropriated, and to Appropriate the Proceeds of the Solar Refunding Bonds of 2021 (Appropriating Various Transfers of Funds Within the General Fund, Public Safety LIT Fund, Parks & Recreation General Fund, Alternative Transportation Fund, Cumulative Capital Development Fund, Police Pension Fund, and Appropriating Additional Funds from the General Fund, Food and Beverage Tax, Rental Inspection Fund, Motor Vehicle Highway, Solid Waste Fund, and the Proceeds from the Solar Refunding Bonds of 2021) [8:08pm]

ADDITIONAL PUBLIC COMMENT [8:11pm]

COUNCIL SCHEDULE [8:14pm]

Flaherty moved and it was seconded to adjourn. Sims adjourned the meeting.

ADJOURNMENT [8:16pm]

APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ___ day of _____, 2023.

APPROVE:

ATTEST:

Sue Sgambelluri, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington

For Approval



MEMO FROM COUNCIL OFFICE ON:

Resolution 23-01 – Resolution Seeking an End to the United States' Economic, Commercial and Financial Embargo Against Cuba

Synopsis

This resolution is co-sponsored by Councilmembers Rollo and Sandberg. It calls for the end of the United States' embargo against Cuba and directs the City Clerk to send copies of the resolution to the Indiana Congressional Delegation and the President of the United States.

Relevant Materials

- [Resolution 23-01](#)
- US-Cuba Policy Overview Sheet, published by Congressional Research Office

Summary

This resolution calls for an immediate end to the United States' embargo against Cuba, for removal of Cuba from the list of state sponsors of terrorism, and for President Biden to negotiate with the Cuban government to improve the relationship between the two countries.

In 1998, the City of Bloomington adopted [Resolution 98-19](#), which expressed support and encouragement for the development of a Sister City relationship between the citizens of Bloomington and Santa Clara, Cuba.

In 2001, [Resolution 01-12](#) was adopted, which described a recent visit to Santa Clara by a delegation of local citizens, including members of the Bloomington Common Council. The resolution notes that the 2001 U.S.-Cuba Sister Cities Association national conference was held in Bloomington, hosted by the Bloomington-Santa Clara sister city project "[CUBAmistad](#)." However, invited leaders from Santa Clara were denied visas, preventing them from attending. The resolution objected to the denial of the visas and further urged U.S. elected officials to explore policies aimed at normalizing relations between the U.S. and Cuba so that genuine people-to-people exchanges, both cultural and economic, could occur.

Members of CUBAmistad have continued to advocate for the end of the U.S.-Cuba embargo and for the normalization of relations between the two countries, and requested that the sponsors of this resolution bring it forward for the Council's consideration.



City of Bloomington Indiana

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

Resolution 23-01 would express the City's support for ending the U.S. embargo against Cuba and for the President to work toward a new, cooperative relationship between the two countries. The resolution directs the City Clerk to send a copy of the legislation, once signed, to Indiana's Congressional delegation and to President Biden. The sponsors do not anticipate any fiscal impact to the City as a result of this resolution.

Contacts

Councilmember Dave Rollo, rollod@bloomington.in.gov, (812) 349-3409

Councilmember Susan Sandberg, sandbers@bloomington.in.gov, (812) 349-3409

RESOLUTION 23-01

RESOLUTION SEEKING AN END TO THE UNITED STATES' ECONOMIC, COMMERCIAL AND FINANCIAL EMBARGO AGAINST CUBA

- WHEREAS, in 1962, President John F. Kennedy proclaimed an embargo on trade between the United States and Cuba, which remains in place today; and
- WHEREAS, the U.S. embargo against Cuba continues to inflict hardship on the people of Cuba by creating shortages of food, medicines, and financial and trade opportunities; and
- WHEREAS, in 1998, the City of Bloomington adopted Resolution 98-19 to support the development of a Sister City relation between the citizens of Bloomington and Santa Clara, Cuba, which was visited by three city council members (Hopkins, Pizzo and Gaal) shortly after; and
- WHEREAS, on December 17, 2014, U.S. President Barack Obama and Cuban President Raul Castro announced a new era of relations between the two countries and agreed to reestablish diplomatic relations, with each country's respective embassy reopening the following year; and
- WHEREAS, restrictions on trade and travel to Cuba were more severely restricted under the Trump administration, including cessation of flights from the U.S. to Santa Clara; and
- WHEREAS, the formerly-waived Title III of the 1996 Helms-Burton Act went into effect under President Donald Trump, as did designation of Cuba as a state sponsor of terrorism, creating devastating results for Cubans and undermining trade between Cuba and other sovereign nations; and
- WHEREAS, over the last 30 years, the United Nations General Assembly has repeatedly called for an end to the economic, commercial and financial embargo imposed by the U.S. against Cuba, most recently in November 2022 through a vote to condemn the embargo, which received a vote of 185 countries supporting the condemnation, two countries opposing it (the U.S. and Israel), and two countries abstaining (Brazil and Ukraine); and
- WHEREAS, in a July 12, 2021 statement, President Joseph Biden said he stood with the Cuban people as they protested the Cuban regime, yet has not done all he could to reduce their suffering; and
- WHEREAS, the majority of the people of the United States believe the embargo is ineffective, inhumane, and in violation of U.S. laws and international conventions; and
- WHEREAS, trade and cultural exchanges between the U.S. and Cuba are mutually beneficial to both countries in music, art, tourism, healthcare, education, and biotechnological and medical research; and
- WHEREAS, resolutions calling for an end to the embargo have been adopted by Richmond, Oakland, Berkeley, and Sacramento, California; Seattle, Washington; Helena, Montana; Minneapolis and St. Paul, Minnesota; Detroit, Michigan; Pittsburgh, Pennsylvania; Brookline, Massachusetts; and Hartford, Connecticut.

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

- SECTION 1. The City of Bloomington hereby calls for an immediate end to the United States' economic, commercial and financial embargo against Cuba, including restrictions on travel to Cuba by U.S. citizens and removal of Cuba from the list of state sponsors of terrorism.

SECTION 2. The City of Bloomington urges President Biden to renew negotiations with the Cuban government as initiated past Presidents to build a new, cooperative relationship between the United States and Cuba.

SECTION 3. The City Clerk shall send a copy of this resolution, duly adopted, to the Indiana Congressional delegation and the President of the United States.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2023.

SUE SGAMBELLURI, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2023.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2023.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution is co-sponsored by Councilmembers Rollo and Sandberg. It calls for the end of the United States' embargo against Cuba and directs the City Clerk to send copies of the resolution to the Indiana Congressional Delegation and the President of the United States.



Updated December 28, 2022

Cuba: U.S. Policy Overview

Cuban Political and Economic Developments

Cuba remains a one-party authoritarian state with a government that has sharply restricted freedoms of expression, association, assembly, and other basic human rights since the early years of the 1959 Cuban revolution.

Miguel Díaz-Canel succeeded Raúl Castro as president in 2018 and as head of the Cuban Communist Party (PCC) at its eighth party congress in April 2021. The departure of Castro and other older leaders from the PCC's Politburo reflects the generational change in Cuban leadership that began several years ago. While in power (2006-2018), Raúl Castro (who succeeded his brother, longtime leader Fidel Castro) began to move Cuba toward a mixed economy with a stronger private sector, but his government's slow, gradualist approach did not produce major improvements. Cuba adopted a new constitution in 2019 that introduced some reforms but maintained the state's dominance over the economy and the PCC's predominant political role.

The Cuban economy has been hard-hit by the economic shutdown associated with the Coronavirus Disease 2019 (COVID-19) pandemic; Venezuela's economic crisis, which has reduced support from that country; and U.S. sanctions. Cuba reports the economy contracted by 10.9% in 2020 and grew by 1.3% in 2021; in November 2022, the government cut its 2022 growth forecast from 4% to 2%. Cuba's growth forecast has been affected by a slower recovery of the tourism sector, the impact of Russia's invasion of Ukraine on the global economy (including food and fuel prices), an August 2022 fire that severely damaged Cuba's main oil storage facility, and Hurricane Ian, which caused severe damage to western Cuba in late September 2022 and a power outage across the country.

Cuba unified its dual currency system in 2021; the long-debated reform contributed to high inflation (with some estimates ranging from between 150% and 500% in 2021); the Economist Intelligence Unit estimates that inflation averaged 60% in 2022 and forecasts an average rate of almost 37% in 2023.

Cuba's public health response to the pandemic initially kept cases and deaths low, but both surged in the summer of 2021. The country experienced another surge in cases in early 2022, but deaths remained low because of high vaccination rates. As of December 2022, Cuba reported over 8,500 deaths since the pandemic began (with one of the lowest mortality rates in the hemisphere) and had fully vaccinated 88% of its population with its own vaccines.

Increased Repression. Beginning in November 2020, the government cracked down on the San Isidro Movement (MSI), a civil society group opposed to restrictions on artistic expression. On July 11, 2021, anti-government demonstrations broke out in Havana and throughout the country, with thousands of Cubans protesting economic conditions (food and medicine shortages, blackouts) and

long-standing concerns about the lack of political freedoms. The government responded with harsh measures, including widespread detentions of protesters, civil society activists, and bystanders. Hundreds of the July 2021 protesters have been tried and convicted, including more than 25 minors. The human rights group Cuban Prisoners Defenders (CPD) reported that there were 1,034 political prisoners at the end of November 2022 (up from 152 on July 1, 2021), of which 751 were imprisoned and considered prisoners of conscience by CPD, 253 were under some form of conditional release, and 30 were imprisoned for other politically motivated acts.

U.S. Policy

Since the early 1960s, when the United States imposed a trade embargo on Cuba, the centerpiece of U.S. policy toward Cuba has consisted of economic sanctions aimed at isolating the Cuban government. The Obama Administration initiated a policy shift away from sanctions and toward engagement and the normalization of relations. Changes included the rescission of Cuba's designation as a state sponsor of international terrorism (May 2015); the restoration of diplomatic relations (July 2015); and eased restrictions on travel, remittances, trade, telecommunications, and banking and financial services (2015-2016). In contrast, the Trump Administration introduced new sanctions in 2017, including restrictions on transactions with companies controlled by the Cuban military. By 2019, the Trump Administration had largely abandoned engagement and significantly increased sanctions, particularly on travel and remittances.

In its initial months, the Biden Administration announced it was conducting a review of policy toward Cuba, with human rights a core pillar, and would review policy decisions made by the prior Administration. In the aftermath of the Cuban government's harsh response to the July 11, 2021 protests, the Biden Administration criticized Cuba's repression and imposed targeted sanctions on those involved. In July and August 2021, the Treasury Department imposed four rounds of financial sanctions on three Cuban security entities and eight officials. Between November 2021 and July 2022, the State Department announced four rounds of visa restrictions against 50 individuals involved in repressing protesters.

In May 2022, the Administration announced several Cuba policy changes aimed at increasing support for the Cuban people. The Administration increased immigrant visa processing at the U.S. Embassy in Havana and said it would reinstate the Cuban Family Reunification Parole (CFRP) program. It eased travel restrictions by reauthorizing scheduled and charter flights to cities beyond Havana and reinstating group people-to-people travel. It eased restrictions on sending cash remittances by eliminating the

dollar and frequency limits for family remittances and reauthorizing donative remittances to Cuban nationals.

Increased Irregular Migration. Driven by Cuba’s difficult economic conditions and political repression, irregular Cuban migration to the United States has surged over the past year. U.S. Customs and Border Protection (CBP) reported over 39,000 border enforcement encounters of Cuban migrants nationwide in FY2021 and over 224,000 in FY2022, with the overwhelming majority at the Southwest land border. For the first two months of FY2023, CBP reported over 65,000 encounters of Cuban migrants. U.S. maritime interdiction of Cubans also has increased, with the Coast Guard reporting 838 interdictions in FY2021; 6,182 in FY2022; and in FY2023, 3,724 Cuban migrants as of December 20, 2022.

U.S. and Cuban officials held semiannual migration talks in April 2022 (the first since 2018), and again in November 2022, on the implementation of bilateral migration accords. The Administration announced that the U.S. Embassy in Havana would resume full immigrant visa processing on January 4, 2023—the first time since 2017.

Selected U.S. Sanctions

Transactions with the Cuban Military. In 2017, the State Department published a list of entities controlled by the Cuban military, intelligence, or security services with which direct financial transactions would disproportionately benefit those services or personnel at the expense of the Cuban people or private enterprise. This “Cuba restricted list” includes 231 entities (ministries, hotels, businesses).

Travel and Remittances. Since 2019, U.S. restrictions have prohibited travel by cruise ships and by private and corporate aircraft. Since 2020, most U.S. travelers have been prohibited from staying at over 400 hotels and private residences identified as owned or controlled by the Cuban government. In 2020, a prohibition against processing remittances through “Cuba restricted list” entities resulted in Western Union terminating its services to Cuba.

Terrorism Designations. Since May 2020, pursuant to the Arms Export Control Act, the Secretary of State has included Cuba on an annual list of countries certified as *not cooperating fully* with U.S. anti-terrorism efforts. In early January 2021, pursuant to several laws, the Secretary of State designated Cuba as a state sponsor of international terrorism, citing its harboring of several U.S. fugitives and members of Colombia’s National Liberation Army.

Injuries of U.S. Embassy Personnel

Between late 2016 and May 2018, 26 U.S. Embassy Havana community members suffered a series of unexplained injuries, including hearing loss and cognitive issues. In December 2020, the National Academies of Sciences, Engineering, and Medicine released a report concluding the most plausible mechanism for the source of the health symptoms was directed pulsed radio frequency energy. U.S. officials maintain that investigations into the cause or source of these anomalous health incidents have not reached a conclusion. A number of U.S. government and military officials worldwide have reported these symptoms since 2016.

Congress enacted legislation (P.L. 117-46) in September 2021 authorizing payment to Central Intelligence Agency and State Department personnel who experience certain brain injuries. The National Defense Authorization Act for FY2022 (P.L. 117-81), approved in December 2021, has provisions to address health care and treatment, national security challenges, and U.S. government coordination of the response to the incidents.

117th Congress: Legislative Action on Cuba

For FY2022, the Biden Administration requested \$12.973 million for the Office of Cuba Broadcasting (OCB) and \$20 million for Cuba democracy programming. In the Consolidated Appropriations Act, 2022 (P.L. 117-103, Division K) and its explanatory statement, Congress fully funded the Administration’s OCB request. Although the law did not specify an amount for Cuba democracy programming, the Administration estimates an allocation of \$20 million, the amount requested.

For FY2023, the Administration requested \$13.432 million for OCB and \$20 million for Cuba democracy funding. Congress provided \$12.973 million for Cuba broadcasting in the Consolidated Appropriations Act, 2023 (H.R. 2617, Division K), and its explanatory statement, and again did not specify an amount for democracy programs. The explanatory statement also contained several Cuba-related reporting requirements regarding consular services, illnesses suffered by U.S. government personnel, and reforms undertaken by OCB to address deficiencies and align its activities and personnel with its budget. The James M. Inhofe National Defense Authorization Act for Fiscal Year 2023 (P.L. 117-263) also contained several Cuba-related provisions, including two reporting requirements.

On July 20, 2022, the House rejected (163-260) an amendment (H.Amdt. 300) to H.R. 8294, a six-bill FY2023 appropriations measure that would have prevented any funds from being used to enforce a U.S. sanctions provision prohibiting private financing for U.S. agricultural exports.

On human rights, the House and Senate approved H.Res. 760 and S.Res. 310, in November and August 2021, respectively; both condemned Cuba’s repression, and called for the release of those detained. The Senate also passed S.Res. 37 in April 2021, expressing solidarity with the MSI; S.Res. 81 in May 2021, honoring *Las Damas de Blanco*, a woman-led human rights group; S. 2045 in July 2021, to rename the street in front of the Cuban Embassy after a democracy activist; and S.Res. 489 in January 2022, commending Cuban democracy and human rights activists.

Members of Congress introduced a wide variety of other legislative initiatives on Cuba in the 117th Congress. These included bills that would have eased or lifted sanctions or promote engagement and bills that would have imposed further sanctions or restrictions on Cuba. Other initiatives focused on immigration parole programs for family reunification and for Cuban medical professionals.

For further information on such legislative initiatives, see CRS Report R47246, *Cuba: U.S. Policy in the 117th Congress*. Also see CRS Report RL31139, *Cuba: U.S. Restrictions on Travel and Remittances*.

Mark P. Sullivan, Specialist in Latin American Affairs

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MEMO FROM COUNCIL OFFICE ON:

Resolution 23-02 – Resolution of the Common Council of the City of Bloomington, Adopting Indiana Code § 5-23 for Use as an Alternative Procurement Method

Synopsis

This resolution adopts the provisions of Indiana Code Title 5, Article 23 with all of its chapters, parts and subparts for the purpose of giving the City the authority to enter into and utilize public-private agreements according to the procedures and requirements applicable to such agreements as provided in that statute.

Relevant Materials

- [Resolution 23-02](#)
- Staff Memo from Assistant City Attorney Chris Wheeler
- Indiana Code Title 5, Article 23 entitled “Public-Private Agreements”
- Minutes from the Common Council’s October 15, 1997 Regular Session

Summary

[Resolution 23-02](#) would adopt Indiana Code 5-23 in its entirety, which is the state statute on public-private agreements. Adopting this article of state code, through either an ordinance or resolution, authorizes the city to operate under its provisions and to enter into public-private agreements under the terms of the statute.

A bit of historical context – in 1997, the city passed [Ordinance 97-39](#) to adopt a similar state statute (IC 36-1-14.3). That former state statute was repealed in 1998. The Council’s deliberations on [Ordinance 97-39](#) were captured in the meeting minutes from the October 15, 1997 meeting, which have been included in this packet. While [Ordinance 97-39](#) took the approach of incorporating the public-private agreement statute into Bloomington’s local municipal code, the approach proposed here (adoption via resolution) is also permissible.

IC 5-23 contemplates two types of agreements – Build, Operate, Transfer (BOT) Agreements and Operating Agreements. The requirements and processes for entering into each type of agreement are more fully described in the staff memo prepared by Assistant City Attorney Chris Wheeler. The parties to such agreements would include a governmental body and an operator. These agreements involve public facilities, with transportation and infrastructure projects governed under additional provisions and requirements in Chapter 8 of the statute.



“Governmental body” is defined in IC 5-23 by reference to the general public purchasing statute and means “an agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following:

- (1) The executive branch.
- (2) The judicial branch.
- (3) The legislative branch.
- (4) A political subdivision.”

IC 5-23 defines "Operator" as a “person who has entered into either an operating agreement or a BOT agreement with a governmental body to provide services to or on behalf of the governmental body.”

Both types of agreements require that the governmental body request proposals according to the statutory process before entering into the public-private agreement. This process includes rules regarding:

- solicitation of proposals and publication of public notice of the same;
- fair and equal treatment of all eligible offerors with respect to any opportunities for discussion/revision of proposals;
- the ability of a governmental body to not disclose the contents of a proposal during discussions with eligible offerors;
- the ability to negotiate best and final offers of responsible offerors; and
- the ability of the governmental body to either make a recommendation to the approving board or to terminate the request for proposal process.

Under IC 5-23, “Board” is defined as the agent, board, commission, officer, or trustee of a public agency having the power to award contracts on behalf of the public agency.

If a recommendation to enter into a public-private agreement is made to the relevant board, that board must hold a public hearing on the proposal and publish a notice that includes specified information about the proposal in advance of the hearing.

A public-private agreement with an original term that does not exceed five (5) years would require approval from the relevant board. A public-private agreement with an original term that exceeds five (5) years would require approval from both the relevant board and the Common Council.

Contact

Chris Wheeler, Assistant City Attorney, wheelech@bloomington.in.gov, 812-349-3426

RESOLUTION 23-02

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON,
ADOPTING INDIANA CODE § 5-23 FOR USE AS AN ALTERNATIVE
PROCUREMENT METHOD**

WHEREAS, Indiana Code provides for county and local governments to utilize public-private agreements pursuant to Title 5, Article 23 of the Indiana Code; and

WHEREAS, such authorization for utilization of public-private agreements as a method of procuring necessary projects for the City of Bloomington requires that the Common Council adopt the provisions of Indiana Code 5-23 by resolution or ordinance; and

WHEREAS, the Common Council previously adopted provisions of Indiana Code 36-1-14.3 et seq. in Ordinance 97-39, which provided the City of Bloomington authority to enter into public-private agreements pursuant to statute; and

WHEREAS, shortly after adoption of Ordinance 97-39, Indiana Code 36-1-14.3 et seq. was repealed in its entirety; and

WHEREAS, this Council has determined that public-private agreements pursuant to Indiana Code 5-23 are a desirable alternative procurement method for the City of Bloomington, Indiana;

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

SECTION 1. The Common Council adopts all of the provisions of Indiana Code Title 5, Article 23 with all of its chapters, parts and subparts for purposes of utilizing public-private agreements.

SECTION 2. The provisions adopted hereby shall be available for any project deemed appropriate by the requisite board, commission or council, as required under I.C. 5-23-6-1, and such provisions shall hereby continue without expiration.

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

PASSED by the Common Council of the City of Bloomington, Indiana this _____ day of _____ 2023.

SUE SGAMBELLURI, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2023.

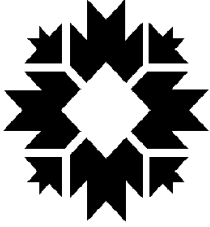
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2023.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution adopts the provisions of Indiana Code Title 5, Article 23 with all of its chapters, parts and subparts for the purpose of giving the City the authority to enter into and utilize public-private agreements according to the procedures and requirements applicable to such agreements as provided in that statute.



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Common Council Members
FROM: Christopher J. Wheeler, Assistant City Attorney
RE: Resolution 23-02 authorizing use of I.C. 5-23 Public-Private Agreements
DATE: January 13, 2023

Resolution 23-02 proposes to adopt Indiana Code 5-23, the state statute on public-private agreements.

In 1997, the Common Council adopted I.C. 36-1-14.3, which was the local government version of the state government's public-private agreements statute. However, in 1998, the Indiana State Legislature repealed I.C. 36-1-14.3 and replaced it with I.C. 5-23.

I.C. 5-23-1-1 provides that the legislative body of political subdivisions must adopt the provisions of I.C. 5-23 either by resolution or by ordinance before it may utilize the same.

Adopting I.C. 5-23 does not have a fiscal impact on the City.

There are two types of public-private agreements: Build, Operate Transfer (BOT) agreements, and Operating Agreements.

BOT agreements are agreements in which the City contracts with an operator to construct, operate, and maintain a public facility and to transfer the public facility back to the governmental body at an established future date. Operating Agreements are agreements between an operator and the governmental body for the operation, maintenance, repair, or management of a public facility. An operator is simply a person (or a corporation) who has entered into either an operating agreement or a BOT agreement with a governmental body to provide services to or on behalf of the City.

The City may issue a publicly advertised request for information (ROI) for any or all of the following purposes:

- To consider the factors involved in, the feasibility of, or the potential consequences of a contemplated project involving a public facility.
- To prepare a request for proposals.
- To evaluate any aspect of an existing public-private agreement and an associated public facility.

Responses to ROI shall be kept confidential but the identity of any person who responds is a public record. No action is required to be taken after the City receives responses to ROI.

All public-private agreements must be solicited through public advertised requests for proposals (RFP). The RFP must specify:

- The criteria for evaluating proposals;
- The relative importance of the price and other evaluating criteria;
- Any requirements for proof of financial responsibility; and
- Methods of clarifying questions regarding the RFP.

The City may add additional requirements to the RFP. Everyone responding to an RFP must be treated equally regarding discussions, clarifications and opportunities to revise proposals. The City may keep the proposals confidential during discussions with other persons responding to the RFP.

After the best and final offers of persons responding to the RFP have been received, the City must make a recommendation to the relevant board on which proposal or proposals to accept, or terminate the RFP process if none are satisfactory. If a recommendation is made, the board must hold a legally advertised public hearing on it. The proposals and a written explanation of the recommendation must be given to the board and made available to the public at least 7 days before the hearing. The public shall have an opportunity for comment at the hearing.

The board shall make a determination as to the most appropriate response to the request for proposals and may award the public-private agreement to the successful offeror or offerors.

BOT agreements may provide for the following:

- Assignment of responsibilities for the design, construction, operation, management and maintenance, or financing of the cost of the public facility between the city and operator
- Whether the facility will be built on land owned by the City and leased to the Operator, or that the land will be transferred to the Operator during the term of the agreement and then revert back to the City at the end of the agreement
- Whether payment to the operator will be a percentage of the revenue, or a specified amount
- Whether the City elects to require a performance bond or payment bonds for the construction
- BOT agreements MUST provide for payment of contractors and subcontractors in keeping with local government public works statutory requirements.

BOTs and Operating Agreements must follow the following terms and conditions:

- If the original term of the agreement is five years or less, then it is sufficient for only the board to approve the public-private agreement. However, where the original term of the agreement is to exceed five years, then the Common Council must also approve the public-private agreement.
- Termination of the agreement may be accomplished by the board.
- The agreement may contain provisions for the payment of money to either party if the agreement is terminated.

Records of an operator that relate directly to a public-private agreement and records provided by an operator to the City that relate to compliance with the agreement are treated as public records and are available for inspection and copying.

IC 5-23 ARTICLE 23. PUBLIC-PRIVATE AGREEMENTS

- Ch. 1. Application and Construction
- Ch. 2. Definitions
- Ch. 3. BOT Agreements
- Ch. 4. Operating Agreements
- Ch. 4.5. Requests for Information
- Ch. 5. Selection of Contractor by Request for Proposals
- Ch. 6. Contract Terms and Conditions
- Ch. 7. Records
- Ch. 8. Transportation and Infrastructure Projects

IC 5-23-1 Chapter 1. Application and Construction

- 5-23-1-1 Applicability of article
- 5-23-1-2 Liberal construction and supplemental nature of powers; conflict of laws
- 5-23-1-3 Public-private agreement
- 5-23-1-4 Application of prior statute to certain contracts, leases, agreements, or extensions
- 5-23-1-5 Application of IC 5-22-16.5 to award of contracts under article

IC 5-23-1-1 Applicability of article

Sec. 1. This article applies to the following:

- (1) The state.
- (2) A political subdivision in a county containing a consolidated city.
- (3) A political subdivision in a county where:
 - (A) the legislative body of the political subdivision; or
 - (B) if the political subdivision does not have a legislative body, the fiscal body of the political subdivision;

adopts the provisions of this article by resolution or ordinance.

As added by P.L.49-1997, SEC.34.

IC 5-23-1-2 Liberal construction and supplemental nature of powers; conflict of laws

Sec. 2. The powers conferred by this article shall be liberally construed in order to accomplish their purposes and shall be in addition and supplemental to the powers conferred by any other law. If any other law or rule is inconsistent with this article, this article is controlling as to any public-private agreement entered into under this article.

As added by P.L.49-1997, SEC.34.

IC 5-23-1-3 Public-private agreement

Sec. 3. (a) The state or a political subdivision may enter into a public-private agreement with an operator under the terms of this article.

(b) A joint board or separate entity established under IC 36-1-7 for purposes of the design, financing, construction, acquisition, improvement, renovation, equipping, operation, and maintenance of a regional jail under IC 11-12-5.5 may enter into a public-private agreement with an operator under this article.

As added by P.L.49-1997, SEC.34. Amended by P.L.239-2019, SEC.3.

IC 5-23-1-4 Application of prior statute to certain contracts, leases, agreements, or extensions

Sec. 4. (a) Except as provided in subsection (b), IC 36-1-14.3 (before its repeal) concerning public-private agreements does not apply to a contract, a lease, an agreement, or an extension of a contract, a lease, or an agreement entered into before May 10, 1995.

(b) This subsection applies to an agreement in the nature of a public-private agreement (as defined in IC 36-1-14.3-4 (before its repeal)) that was entered into or extended before May 10, 1995. The parties to an agreement described in this section may enter into an addendum of the agreement to be governed by IC 36-1-14.3 (before its repeal) and to apply the provisions of IC 36-1-14.3 (before its repeal) to the agreement. If the parties enter into an addendum under this section, the addendum becomes a part of the agreement to the same extent as if the addendum had been part of the original agreement.

As added by P.L.220-2011, SEC.104.

IC 5-23-1-5 Application of IC 5-22-16.5 to award of contracts under article

Sec. 5. (a) IC 5-22-16.5 (Disqualification of Contractors Dealing with the Government of Iran) applies to the awarding of contracts, including contracts for professional services, under this article.

(b) A person may not be awarded a contract under this article if the person would be disqualified from being awarded a contract under IC 5-22-16.5.

As added by P.L.21-2012, SEC.5.

IC 5-23-2 Chapter 2. Definitions

5-23-2-1 Applicability of definitions

5-23-2-1.5 "Availability payment"

5-23-2-2 "Board"

5-23-2-3 "BOT agreement"

5-23-2-4 "Construction"

5-23-2-5 "Cost"

5-23-2-5.5 "Develop"

5-23-2-6 "Governmental body"

5-23-2-6.3 "Material default"

5-23-2-6.9 "Operate"

5-23-2-7 "Operating agreement"

5-23-2-8 "Operator"

5-23-2-9 "Original term"

5-23-2-10 "Person"

5-23-2-11 "Public facility"

5-23-2-12 "Public funds"

5-23-2-13 "Public-private agreement"

5-23-2-14 "Public service"

5-23-2-15 "Public work"

5-23-2-15.3 "Qualifying project"

5-23-2-15.5 "Revenues"

5-23-2-16 "State"

5-23-2-17 "Transportation facility"

5-23-2-18 "Transportation project"

IC 5-23-2-1 Applicability of definitions

Sec. 1. The definitions in this chapter apply throughout this article.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-1.5 "Availability payment"

Sec. 1.5. "Availability payment" means any funding stream, whether from a private, local, state, or federal source that the governmental body is authorized to use for the construction, maintenance, financing, or operations of any transportation infrastructure located within the boundaries of the governmental body.

As added by P.L.57-2022, SEC.1.

IC 5-23-2-2 "Board"

Sec. 2. "Board" refers to the agent, board, commission, officer, or trustee of a public agency having the power to award contracts on behalf of the public agency.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-3 "BOT agreement"

Sec. 3. "BOT agreement" means any agreement between a governmental body and an operator to construct, operate, and maintain a public facility and to transfer the public facility back to the governmental body at an established future date.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-4 "Construction"

Sec. 4. (a) "Construction" means the process of building, renovating, reconstructing, expanding, modernizing, or assembling a public work, including any material enhancements or upgrades to an existing public facility.

(b) The term does not include normal repair, operation, general maintenance, or preservation of a public work.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-5 "Cost"

Sec. 5. "Cost" means the cost of entering into any public-private agreement, including, without limitation, the following:

- (1) The cost of acquisition and construction of any public facility or any modification, improvement, or extension of that facility.
- (2) Any cost incident to the acquisition of any necessary property, easement, or right-of-way.
- (3) Engineering or architectural fees, legal fees, and fiscal agents' and financial advisers' fees.
- (4) Any cost incurred for preliminary planning to determine the economic or engineering feasibility of a proposed public-private agreement.
- (5) Costs of economic investigations and studies, surveys, preparation of designs, plans, working drawings, specifications, the inspection and supervision of the construction of any public facility, and any other cost incurred by the governmental body.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-5.5 "Develop"

Sec. 5.5. "Develop" means to plan, design, finance, lease, acquire, install, construct, or expand under a public-private agreement.

As added by P.L.57-2022, SEC.2.

IC 5-23-2-6 "Governmental body"

Sec. 6. "Governmental body" has the meaning set forth in IC 5-22-2-13 and includes, for purposes of this article, any state educational institution or other instrumentality of this state.

As added by P.L.49-1997, SEC.34. Amended by P.L.213-2015, SEC.69.

IC 5-23-2-6.3 "Material default"

Sec. 6.3. "Material default" means a nonperformance of its duties by the operator of a public-private agreement which jeopardizes adequate service to the public from the project.

As added by P.L.57-2022, SEC.3.

IC 5-23-2-6.9 "Operate"

Sec. 6.9. "Operate" means to finance, maintain, improve, equip, modify, or repair.

As added by P.L.57-2022, SEC.4.

IC 5-23-2-7 "Operating agreement"

Sec. 7. "Operating agreement" means an agreement between an operator and the governmental body for the operation, maintenance, repair, or management of a public facility.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-8 "Operator"

Sec. 8. "Operator" means a person who has entered into either an operating agreement or a BOT agreement with a governmental body to provide services to or on behalf of the governmental body.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-9 "Original term"

Sec. 9. "Original term" means the initial term of a public-private agreement. The term includes all automatic renewals and automatic extensions of a public-private agreement.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-10 "Person"

Sec. 10. "Person" means an association, a corporation, a limited liability company, a fiduciary, an individual, a joint stock company, a joint venture, a partnership, a sole proprietorship, or any other private legal entity.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-11 "Public facility"

Sec. 11. "Public facility" means a facility located on, or to be located on, real property owned or leased by a governmental body and upon which a public service is or may be provided.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-12 "Public funds"

Sec. 12. "Public funds" has the meaning set forth in IC 5-22-2-23.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-13 "Public-private agreement"

Sec. 13. "Public-private agreement" means a BOT agreement or an operating agreement.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-14 "Public service"

Sec. 14. "Public service" means any service customarily provided by a governmental body.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-15 "Public work"

Sec. 15. "Public work" means any public building, highway, street, alley, bridge, sewer, drain, or any other public facility that is paid for out of public funds.

As added by P.L.49-1997, SEC.34.

IC 5-23-2-15.3 "Qualifying project"

Sec. 15.3. "Qualifying project" refers to either of the following:

- (1) A transportation facility.
- (2) A transportation project.

As added by P.L.57-2022, SEC.5.

IC 5-23-2-15.5 "Revenues"

Sec. 15.5. (a) "Revenues" means the income, earnings, lease payments, or other service payments relating to the development or operation of a transportation facility or transportation project.

(b) The term includes, but is not limited to, money received as grants or otherwise from the governmental body, the federal government, the state, a public entity, or an agency or instrumentality thereof in aid of the qualifying project.

As added by P.L.57-2022, SEC.6.

IC 5-23-2-16 "State"

Sec. 16. "State" means the state of Indiana or a state agency (as defined in IC 6-1.1-1-18).

As added by P.L.213-2015, SEC.70.

IC 5-23-2-17 "Transportation facility"

Sec. 17. "Transportation facility" means any new or existing road, highway, toll highway, bridge, tunnel, railroad (as defined in IC 8-3-1-2), or intermodal facility, located in the jurisdiction of a governmental body.

As added by P.L.57-2022, SEC.7.

IC 5-23-2-18 "Transportation project"

Sec. 18. "Transportation project" means any combination of the development, financing, or operation with respect to all or a portion of any transportation facility located in the jurisdiction of a governmental body.

As added by P.L.57-2022, SEC.8.

IC 5-23-3 Chapter 3. BOT Agreements

5-23-3-1 Agreements between governmental body and operator

5-23-3-2 Permissible provisions

5-23-3-3 Repealed

5-23-3-4 Construction of public facility with public funds; applicable laws

IC 5-23-3-1 Agreements between governmental body and operator

Sec. 1. A governmental body may enter into a BOT agreement with an operator for the acquisition, planning, design, development, reconstruction, repair, maintenance, or financing of any public facility on behalf of the governmental body.

As added by P.L.49-1997, SEC.34.

IC 5-23-3-2 Permissible provisions

Sec. 2. (a) BOT agreements may provide the following:

- (1) The design, construction, operation, management, maintenance, or financing of the cost of a public facility shall be partially or entirely the responsibility of the operator.
- (2) The governmental body may lease the public facility and real property owned by the governmental body upon which the public facility is to be located to the operator for a predetermined period. Except as provided in subdivision (7), the BOT agreement must provide for ownership of all improvements by the governmental body, unless the governmental body elects to provide for

ownership of the public facility by the operator during the term of the BOT agreement. In this case, ownership reverts back to the governmental body upon the termination of the BOT agreement.

(3) The BOT agreement must identify which costs are to be the responsibility of the operator and which costs are to be the responsibility of the governmental body.

(4) The operator may be authorized to retain a mutually agreed upon percentage of the revenues received in the operation and management of the public facility, or the operator may be paid an amount established by the governmental body, which shall be applied as follows:

(A) Capital outlay costs for the public facility and public service plus interest and principal repayment for any debt incurred.

(B) Costs associated with the operation, management, and maintenance of the public facility.

(C) Payment to the governmental body for reimbursement of the costs of maintenance, law enforcement, and other services if the services are performed by the governmental body under the BOT agreement.

(D) An agreed upon return on investment to the operator.

(5) The operator may pay the governmental body either a lease payment or a percentage of gross revenue per month for the operator's operation and use of the public facility.

(6) This subdivision applies only to a BOT agreement entered into before July 1, 2019. The BOT agreement may require a performance bond and provide for the payment of contractors and subcontractors under IC 4-13.6-7, IC 5-16-5, or IC 36-1-12, whichever is applicable.

(7) If a regional jail (as defined in IC 11-12-5.5-1) is the subject of a BOT agreement under this chapter, the operator and the governmental body may mutually agree that ownership of the regional jail will remain with the operator during the term of the BOT agreement and after termination of the BOT agreement. The governmental body shall pay costs associated with the design, construction, financing, operation, management, and maintenance of the regional jail from funds identified under IC 11-12-5.5-3.

(8) This subdivision applies only to a BOT agreement entered into after June 30, 2019. The BOT agreement must provide for the following:

(A) The payment of contractors and subcontractors under IC 4-13.6-7, IC 5-16-5, or IC 36-1-12, whichever is applicable.

(B) The bonding provisions stated in subsection (b).

(9) The BOT agreement may provide for the transfer of the public facility to the governmental body by means of a lease or an installment contract. The lease payments or installment payments may be made from any source legally available to the governmental body for such purpose. Lease payments or installment payments payable from property taxes pursuant to a BOT agreement constitute "debt service obligations of a political subdivision" for purposes of IC 6-1.1-20.6.

(b) The BOT agreement provisions for payment and performance bonds under subsection (a)(8) are as follows:

(1) For a payment bond, an amount not less than one hundred percent (100%) of the cost to design and construct the public facility.

(2) For a performance bond, an amount not less than fifty percent (50%) of the cost to design and construct the public facility.

As added by P.L.49-1997, SEC.34. Amended by P.L.239-2019, SEC.4; P.L.208-2019, SEC.1; P.L.211-2019, SEC.6; P.L.149-2021, SEC.2.

IC 5-23-3-3 Repealed

As added by P.L.49-1997, SEC.34. Repealed by P.L.252-2015, SEC.14.

IC 5-23-3-4 Construction of public facility with public funds; applicable laws

Sec. 4. If a governmental body enters into a BOT agreement that involves the construction of a public facility with public funds under this section, the construction of that public facility is subject to IC 4-13.6, IC 5-16, or IC 36-1-12, whichever is applicable.

As added by P.L.49-1997, SEC.34.

IC 5-23-4 Chapter 4. Operating Agreements

5-23-4-1 Agreements between governmental body and operator

5-23-4-2 Repealed

IC 5-23-4-1 Agreements between governmental body and operator

Sec. 1. A governmental body may enter into an operating agreement with an operator for the operation, maintenance, repair, management, or any combination of operation, maintenance, repair, or management of any public facility for any public service to be performed on behalf of the governmental body.

As added by P.L.49-1997, SEC.34.

IC 5-23-4-2 Repealed

As added by P.L.49-1997, SEC.34. Repealed by P.L.252-2015, SEC.15.

IC 5-23-4.5 Chapter 4.5. Requests for Information

5-23-4.5-1 Government requests for information regarding public facility projects

5-23-4.5-2 Notice of request for information

5-23-4.5-3 Responses to request for information confidential; identity of person submitting response is public record

5-23-4.5-4 Action not required

IC 5-23-4.5-1 Government requests for information regarding public facility projects

Sec. 1. A governmental body may issue a request for information for any of the following purposes:

(1) To consider the factors involved in, the feasibility of, or the potential consequences of a contemplated project involving a public facility.

(2) To prepare a request for proposals.

(3) To evaluate any aspect of an existing public-private agreement and an associated public facility.

As added by P.L.217-2017, SEC.61.

IC 5-23-4.5-2 Notice of request for information

Sec. 2. Notice of a request for information shall be given in accordance with IC 5-3-1.

As added by P.L.217-2017, SEC.61.

IC 5-23-4.5-3 Responses to request for information confidential; identity of person submitting response is public record

Sec. 3. A response to a request for information is confidential unless, and only to the extent that, the person who submits the response waives confidentiality in writing. The identity of the person submitting the response is a public record.

As added by P.L.217-2017, SEC.61.

IC 5-23-4.5-4 Action not required

Sec. 4. A governmental body is not required to take any action after receiving a response to a request for information.

As added by P.L.217-2017, SEC.61.

IC 5-23-5 Chapter 5. Selection of Contractor by Request for Proposals

- 5-23-5-1 Public-private agreement; request for proposals required
- 5-23-5-2 Request for proposals; contents
- 5-23-5-3 Request for proposals; notice
- 5-23-5-4 Discussions regarding solicitation requirements
- 5-23-5-5 Fair and equal treatment of offerors
- 5-23-5-6 Disclosure of contents of proposals
- 5-23-5-7 Negotiation for best and final offers
- 5-23-5-8 Options upon receipt of best and final offer
- 5-23-5-9 Public hearing on recommendation to award public-private agreement; notice
- 5-23-5-10 Proposals and explanation of recommendation; inspection and copying
- 5-23-5-11 Response to request for proposals
- 5-23-5-12 Termination of request for proposal process

IC 5-23-5-1 Public-private agreement; request for proposals required

Sec. 1. Any public-private agreement contemplated by this chapter must require the governmental body to request proposals under this chapter before entering into the public-private agreement.
As added by P.L.49-1997, SEC.34.

IC 5-23-5-2 Request for proposals; contents

Sec. 2. Proposals for public-private agreements shall be solicited through a request for proposals, which must include the following:

- (1) The factors or criteria that will be used in evaluating the proposals.
- (2) A statement concerning the relative importance of price and the other evaluation factors.
- (3) A statement concerning whether the proposal must be accompanied by a certified check or other evidence of financial responsibility.
- (4) A statement concerning whether discussions may be conducted with the offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-3 Request for proposals; notice

Sec. 3. Notice of the request for proposals shall be given by publication in accordance with IC 5-3-1.
As added by P.L.49-1997, SEC.34.

IC 5-23-5-4 Discussions regarding solicitation requirements

Sec. 4. As provided in the request for proposals, discussions may be conducted with the offerors for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-5 Fair and equal treatment of offerors

Sec. 5. Eligible offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-6 Disclosure of contents of proposals

Sec. 6. The governmental body may refuse to disclose the contents of proposals during discussions with eligible offerors.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-7 Negotiation for best and final offers

Sec. 7. The governmental body shall negotiate the best and final offers of responsible offerors who submit proposals that are determined to be reasonably susceptible of being selected for a public-private agreement.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-8 Options upon receipt of best and final offer

Sec. 8. After the best and final offers from responsible offerors have been negotiated under section 7 of this chapter, the governmental body shall either make a recommendation to the board to award the public-private agreement to an offeror or offerors or shall terminate the request for proposal process.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-9 Public hearing on recommendation to award public-private agreement; notice

Sec. 9. If a recommendation to award the public-private agreement is made to the board, the board shall schedule a public hearing on the recommendation and publish notice of the hearing one (1) time in accordance with IC 5-3-1 at least seven (7) days before the hearing. The notice shall include the following:

- (1) The date, time, and place of the hearing.
- (2) The subject matter of the hearing.
- (3) A description of the public-private agreement to be awarded.
- (4) The recommendation that has been made to award the public-private agreement to an identified offeror or offerors.
- (5) The address and telephone number of the board.
- (6) A statement indicating that the proposals and an explanation of the basis upon which the recommendation is being made are available for public inspection and copying at the principal office of the board during regular business hours.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-10 Proposals and explanation of recommendation; inspection and copying

Sec. 10. (a) The proposals and a written explanation of the basis upon which the recommendation is being made shall be delivered to the board and made available for inspection and copying in accordance with IC 5-14-3 at least seven (7) days before the hearing scheduled under section 9 of this chapter.

(b) At the hearing, the board shall allow the public to be heard on the recommendation.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-11 Response to request for proposals

Sec. 11. After the procedures required in this chapter have been completed, the board shall make a determination as to the most appropriate response to the request for proposals and may award the public-private agreement to the successful offeror or offerors.

As added by P.L.49-1997, SEC.34.

IC 5-23-5-12 Termination of request for proposal process

Sec. 12. If the request for proposal process is terminated under section 8 of this chapter, all proposals may, at the option of the governmental body, be returned to the offerors, and the governmental body may refuse to disclose the contents of the offers.

As added by P.L.49-1997, SEC.34.

IC 5-23-6 Chapter 6. Contract Terms and Conditions

- 5-23-6-1 Original term in excess of five years
- 5-23-6-2 Termination by board
- 5-23-6-3 Payments to parties upon termination

IC 5-23-6-1 Original term in excess of five years

Sec. 1. (a) Under the provisions of this article, the governmental body may enter into a public-private agreement for an original term not to exceed five (5) years with board approval.

(b) Any public-private agreement with an original term in excess of five (5) years must be approved by the following:

- (1) The board.
- (2) If the state is a party to the agreement, the governor.
- (3) If a political subdivision is a party to the agreement, by the fiscal body of the political subdivision.

As added by P.L.49-1997, SEC.34.

IC 5-23-6-2 Termination by board

Sec. 2. A public-private agreement may be terminated by the board in conformity with the terms of the public-private agreement.

As added by P.L.49-1997, SEC.34.

IC 5-23-6-3 Payments to parties upon termination

Sec. 3. The public-private agreement may provide for the payment of money to either party if the public-private agreement is terminated. The payments may be used in the form of liquidated damages to compensate the operator for demonstrated unamortized costs, to retire or refinance indebtedness created to improve or construct assets owned by the governmental body, or for any other purpose mutually agreeable to the operator and the governmental body.

As added by P.L.49-1997, SEC.34.

IC 5-23-7 Chapter 7. Records

- 5-23-7-1 Records of operator in public-private agreement
- 5-23-7-2 Inspection and copying

IC 5-23-7-1 Records of operator in public-private agreement

Sec. 1. Records of an operator that is a party to a public-private agreement are subject to inspection and copying to the same extent the records would be subject to inspection and copying if the operator were a public agency under IC 5-14-3. This section is limited to records directly relating to the public-private agreements.

As added by P.L.49-1997, SEC.34.

IC 5-23-7-2 Inspection and copying

Sec. 2. Records that are provided by an operator to the governmental body that relate to compliance by the operator with the terms of a public-private agreement are subject to inspection and copying in accordance with IC 5-14-3.

As added by P.L.49-1997, SEC.34.

IC 5-23-8 Chapter 8. Transportation and Infrastructure Projects

5-23-8-1 Public-private and development agreements

5-23-8-2 Public-private agreement requirements

5-23-8-3 Operator requirements

IC 5-23-8-1 Public-private and development agreements

Sec. 1. (a) A governmental body may enter into a public-private agreement with respect to a transportation project, if the governmental body complies with the statutory requirements under this article. Any public-private agreement with respect to a transportation project may use availability payments to finance all or a portion of the project.

(b) A governmental body may also enter into a development agreement with a private party for the development, construction, and financing of a privately owned and operated transportation or infrastructure project if the development agreement:

- (1) does not obligate the governmental body to spend any public funds for the privately owned and operated transportation or infrastructure project;
- (2) obligates the private party to operate the transportation or infrastructure project without limitation on the persons, class of persons, or vehicles using the project, except as may be dictated by safety, security, design, and load capacities of the project; and
- (3) obligates the private party to permit local, state, and federal emergency vehicles, including vehicles operated by police, fire, emergency medical services, and sheriff personnel, to use the transportation project without tolls or fees.

As added by P.L.57-2022, SEC.9.

IC 5-23-8-2 Public-private agreement requirements

Sec. 2. (a) Before developing or operating the qualifying project, the operator must enter into a public-private agreement with the governmental body. The public-private agreement must provide for the following:

- (1) Delivery of performance and payment bonds, letters of credit, or other security acceptable to the governmental body in connection with the development or operation of the qualifying project in the form and amount required by IC 5-23-3-2(a)(8).
- (2) Review of the design for the qualifying project by the governmental body and, if the design conforms to standards acceptable to the governmental body, the approval of the governmental body. This subdivision does not require the operator to complete the design of the qualifying project before the execution of the public-private agreement.
- (3) Inspection of the qualifying project by the governmental body to ensure that the operator's activities are acceptable to the governmental body as outlined in the public-private agreement.
- (4) Maintenance of a policy of public liability insurance, a copy of which must be filed with the governmental body and accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the governmental body and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.
- (5) Monitoring by the governmental body of the maintenance practices to be performed by the operator to ensure that the qualifying project is properly maintained.
- (6) Periodic filing by the operator of the appropriate financial statements that pertain to the qualifying project.
- (7) Procedures that govern the rights and responsibilities of the governmental body and the operator in the course of the construction and operation of the qualifying project and in the event of the termination of the public-private agreement or a material default by the operator. The procedures must include conditions that govern the assumption of the duties and responsibilities of the operator by an entity that funded, in whole or part, the qualifying project or by the governmental body, and

must provide for the transfer or purchase of property or other interests of the operator by the governmental body.

(8) Have safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the public-private agreement by the governmental body.

(9) Have safeguards in place to ensure that the governmental body or operator has the opportunity to add capacity to the proposed qualifying project or other facilities serving similar predominantly public purposes.

(10) Duties of the operator, including the terms and conditions that the governmental body determines serve the public purpose of this section.

(b) The public-private agreement under this chapter may include the following:

(1) An agreement by the governmental body to make grants or loans to the operator from amounts received from the federal, state, or local government or an agency or instrumentality thereof.

(2) A provision under which each entity agrees to provide notice of default and cure rights for the benefit of the other entity, including, but not limited to, a provision regarding unavoidable delays.

(3) A provision that terminates the authority and duties of the operator under this section and dedicates the qualifying project to the governmental body.

As added by P.L.57-2022, SEC.9.

IC 5-23-8-3 Operator requirements

Sec. 3. (a) The operator shall do the following:

(1) Develop or operate the qualifying project in a manner that is acceptable to the governmental body in accordance with the provisions of the public-private agreement.

(2) Maintain or provide by contract for the maintenance or improvement of the qualifying project if required by the public-private agreement.

(3) Cooperate with the governmental body in making best efforts to establish interconnection between the qualifying project and any other facility or infrastructure as requested by the governmental body in accordance with the provisions of the public-private agreement.

(4) Comply with the operating agreement.

(b) Each private facility that is constructed under this section must comply with the requirements of the following:

(1) Federal, state, and local laws.

(2) State, regional, and local comprehensive plans.

(3) The governmental body's rules, procedures, and standards for facilities.

(4) All other conditions that the governmental body determines to be in the public's best interest and that are included in the public-private agreement.

(c) The governmental body may provide services to the operator at its option. An agreement for maintenance and other services entered into under this section must provide for full reimbursement for services rendered for qualifying projects.

(d) An operator of a qualifying project may provide additional services for the qualifying project to the public or to other private entities if the provision of additional services does not impair the operator's ability to meet its commitments to the governmental body under the public-private agreement.

As added by P.L.57-2022, SEC.9.

In the Council Chambers of the Showers City Hall on Wednesday, October 15, 1997 at 7:30 PM with Council President Pizzo presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
OCTOBER 15, 1997

Roll Call: Banach, Young, Mayer, Cole, Pizzo, Service, Sherman, Sabbagh, Pierce.

ROLL CALL

Council President Pizzo gave the Agenda Summation.

AGENDA SUMMATION

The minutes of August 6 and October 1, 1997, with a correction suggested by the clerk, were approved by a voice vote.

APPROVAL OF
MINUTES

Sherman discussed the recent visit to IU of Mikhail Gorbachev, former Russian leader, and noted what an incredible opportunity it was to be able to hear him speak. He noted that the HT editorial took him to task for not actually being the first person to speak out on environmental or world issues and thought they missed the point that when a major world figure speaks it is important. His tour is also a start for people in this country to begin to lose their own tendency to ethnocentrism.

MESSAGES FROM
COUNCILMEMBERS

Sabbagh reminded people of the TechConnection 97 tomorrow at the Convention Center, that XJD was honored by the Growth 100 as being one of Indiana's 100 leading high potential growth companies, that the Frank Sothern Ice Rink opens Friday with a brand new roof that was paid for by the Task Force and 15 businesses that have decided to advertised along the rink side boards, and his disappointment that the Showers Parking Lot renovation will increase from \$250,000 to \$358,000 (43.2%) and this is all to a lot that is barely two years old. That has always been his main concern. He went on to itemize the various other things that could be done with the money; sidewalks, drainage, erosion problems. He thought the current location of the market was adequate. He also discussed the payback that will be necessary from the General Fund and that does impact the budget and the council just has not done much to be proactive on this issue.

Service said she too was also somewhat displeased about the overdraft and that the council did not know about it earlier and there are certainly other things to spend the money on, that money has to be spent in a way that is related to this building. It does point out that early on, the market board wanted to be included in parking lot design decisions before the lot was ever built and that was never done and we are paying for that now. She complimented the current administration for recognizing the mistake and attempting to rectify it. She hoped we will learn from this situation and encourage public input rather than having very closed decision making processes. She said the Society of Childrens Book writers is having their annual meeting in Bloomington this Saturday at the First Methodist Church and now might be a time to learn something about writing. She modeled a tee shirt that had Garfield the Cat (from Indiana) as the official mascot of the town of York, England. Art is an export!

Young read some excerpts from the Indianapolis Start regarding different city sewer management systems that will result in a savings of over \$189 billion dollars over the life of a 10 year contract, and will be used to make and improve other various infrastructure needs. Residents are paying no more for sewer service then they did in 1985, for an average rate of \$7.71/month. We can change the way we do things, and the cost savings resulted by controlling utility costs as well as personnel costs and that pay scales and benefits are better than when they worked for the city.

Mayer thanked neighbors and the Police Department for apprehending

people who were stealing street signs in his neighborhood last night and urged people to consider the inconvenience, danger and cost involved when this "prank" is carried out. He also commented on a NY Times article about a recent ordinance passed by the New York City Council regarding different kinds of noise and the very stringent regulations and fines they have put in place for violators. Our own recent ordinance was not an attempt to step on anyone's personal rights, but was trying to be respectful of everyone's needs.

Banach said he was glad to see the HT article on the Farmers Market and he too was not happy about the extra funds that will be spent. He said that every councilmember has talked about prioritizing and tough choices and wondered who made the "tough choice" for the market increase when he was already opposed to it in the first place. In talking with the Controllers Office he determined that over \$700,000 could be saved in interest if the \$250,000 was used to pay back the bond.

Pizzo briefly reported on the recent Leadership Bloomington Trip to Lafayette, IN as a way of sharing information about common problems and programs that have been instituted and it was a very productive two day meeting/visit.

There was no mayoral message.
There was no public input.

MAYORAL MESSAGE
PUBLIC INPUT

It was moved and seconded that Resolution 97-16 be introduced and read by title only. Clerk Williams read the resolution by title only.
It was moved and seconded that Resolution 97-16 be adopted. The Clerk noted that this is a legally advertised public hearing for the confirming resolution as well as the Statutory Waiver Request.

LEGISLATION FOR
SECOND
READING/VOTE
RESOLUTION 97-16

Sabbagh reminded the council of his earlier Conflict of Interest Statement and the council's acceptance and approval of such disclosure.

Randy Lloyd, Mayor's Office, reviewed the abatement that was approved at the last Council meeting, the various meeting schedules and council recess that occurred between the EDC approval and the council meeting schedule, and the delivery of equipment. In 1995 the tax abatement laws and regulations were amended to allow for this particular situation and allow a waiver opportunity to exist.

Pizzo called for public comment and again reminded the council and the public that this is a legally advertised public hearing for this confirming resolution, the ERA designation and the statutory waiver process related to the installation of equipment.

The resolution received a roll call vote of Ayes:8, Nays:1(Service)

It was moved and seconded that Ordinance 97-38 be introduced and read by title only. Clerk Williams read the legislation by title only.
It was moved and seconded that Ordinance 97-38 be adopted. The synopsis and committee recommendation of Do-Pass 3-2-2 was given as well as an October 1, 1997 Council Session that resulted in a 4-4 no action vote.

ORDINANCE 97-38

Pizzo said that this has been heard at least four times and unless there is something drastically different he expected the presentations to be brief.

Tom Micuda, Planning Department, gave a very brief overview of the zoning petition. Issue #1 is the land use questions and staff and Plan

Commission did find this an acceptable land use amendment. Issue #2 is the parking site design and that this particular site design was not called for in the master plan and zoning ordinance. The parking that was approved by the Plan commission is side loaded to the south of the structure, the building is about 40-50 feet closer to the roadway and the first visual effect, from the street, is either the building or the large buffer of trees and thus, the side loaded parking is less evident. The petitioner has requested that parking be allowed in the front of the building and staff and council did not support that changed concept. So if the site plan is changed, the plan will go back before the Plan Commission and seek a final plan amendment. Staff made it clear that it would not support that amendment but was confident that it could eventually be resolved.

Steve Smith, representing the petitioner, said that this petition is not a site plan approval process but an amendment to the zoning map to allow the assisted care units and that this project will create far less impact on the entire area in general.

Young also stated that while he does not have a direct Conflict of Interest, his father did sell the land to the persons who are developing the site.

The ordinance received a roll call vote of Ayes:8, Nays:1 (Service).

It was moved and seconded that Ordinance 97-39 be introduced and read by title only. Clerk Williams read the legislation by title only.

ORDINANCE 97-39

It was moved and seconded that Ordinance 97-39 be adopted. The synopsis was given.

Michael Flory, Legal Department, said this legislation will allow the City and Common Council to enter into public-private agreements if they should so chose. As a Home Rule state, legislative bodies have the power to enact legislation such as this and if it is adopted it will allow us to look into entering into future public-private agreements. The language of this type of legislation is important and it is frequently thought of as privatization legislation, and that is a connotation that brings about a lot of concerns for a lot of people. These are public private agreements and Bloomington already has a good tract record of working with various other entities to accomplish a common goal. There are two types of agreements that fall under this legislation: one is a BOT (a private entity that will build, operate and at some point transfer a facility back to the city) or the agreement can be to simply operate an existing facility. The state legislature created this legislation to address cities' needs to clarify what was becoming a more frequent occurrence and there were too many "gray" areas. The definition section of the ordinance is the most important part of the legislation. He said that in Indianapolis all the golf courses are being operated under private agreements but only the last one came in under this specific enabling legislation. Other examples of this type of legislation are the Indianapolis airport, a skating rink somewhere in Lake County and a wastewater treatment facility.

Certain steps must be followed: published RFPs, with criteria that must be spelled out and the option to advertise must be broadly disseminated not directed to one or two private entities, negotiations with fair and equal dissemination of information, public hearings on the draft, public comment, a public decision process/vote, the agreement falls under five years, the boards action (Parks Board or Board of Public Works) is final and if the agreement is for more than five years then the Common Council would have to vote on the contract, and again, this would be at a public meeting.

Mayer asked why the third Whereas clause, specifically directed to the golf course, was included in what is supposed to be general enabling legislation.

Flory said this allows us to look at any public private agreement and this is mentioned because it is the only potential agreement that we have in mind right now. Mayer said he would feel more comfortable deleting that clause, pass the legislation and then work back to whatever project the city wanted to work on. Flory said the Cascades Golf Course is not attached to this and he said he too thought it should not be included. McNamara said that they had no problem with deleting that clause.

Pierce asked if it would be possible to have a BOT that is less than five years in length. Flory said that hypothetically maybe the park concession stands would have contracts on a less than a five year basis, but the other projects are just too large a structure or investment to be willing to have a shorter contract. Pierce then asked what kind of private operating contracts the city is already engaged in and how was it arrived at without this legislation. Flory said Parks has agreements with concession stands as well as a pro service contract at the golf course to name a few.

Pierce said the type of contract a BOT requires should be a fairly infrequent event and Flory said that there has been no discussion with any group as to what other operating agreements might fall under this. Pierce asked and Flory agreed that if the Council wished to reduce the number of years of a contract from say five, to three, that it would be permissible. Flory thought that the concern would be a council that was reviewing all kinds of small little contracts that have been in place for several years. Pierce asked what the administration thought about lowering the contract time period.

Fernandez said he wasn't sure as he could not think of an example of a construction project that would utilize a BOT that would be less than five years, as the whole point of the BOT is to have the private sector capitalize the project based on the amount of investment required. That will determine the length of the agreement and theoretically there could be a very small project and the investment paid back in less than five years, but it is highly unlikely that we would consider something like that (e.g. for a BOT project). He said that the enabling legislation as it is currently written is more than adequate.

Pierce said the second part of the ordinance deals with 'operations' and that is a pretty broad range of things that doesn't relate to construction but a series of these type of arrangements (2,3, or 4 year agreements) and that is what he was concerned about.

Fernandez said the only interest in doing this is to have some additional tools for some of these projects we want to do. There is no interest in sporing other kinds of privatization interests. Pierce again asked if reducing the number of years was objectionable and Fernandez said not particularly. Pierce was also concerned about the city's right to refuse to disclose proposal contents with eligible offerers and he thought that an RFP could be solicited, reviewed, discussed and then not disclose that the offers even were.

Flory said his concern is private businesses consider these financial disclosures as proprietary information for them and do not necessarily want that information publicly disclosed until it is absolutely necessary. And so if that was deleted and every proposal that came in was public information, it would simply scare off many potential bidders. Pierce said that on a state level RFPs are opened on a certain date and there can be a bidders

conference in advance, and then the information is made public at that point. Flory said it works that way at the city level via the Board of Public Works and he was not sure what the impetus was in drafting this legislation in this specific way. Pierce again said he wants the use of this legislation to be a very unusual and infrequent thing and he was concerned about opening the door to a whole bunch of things and to change the procedure from what we are used to.

Cole said that the two examples given for this project were in fact done without this enabling legislation, e.g. the golf pro shop. It may be a good thing but the timing is off. When we talked about the golf course we heard that this was 'the people's course', affordable, accessible, run by and owned by the City of Bloomington. She was not in favor of the BOT process for the golf course. Another off timing point is the recent newspaper coverage for the Farmers Market project that is going to be \$358,000 not \$250,000. On one hand we can't afford to do these other things (golf course) and yet there is a limitless amount of money for the Farmers Market project. She supported the market and its needs but for the money and space, but this particular expenditure is just a tremendous investment for what we expect the return to be. She thought we should consider using the monies for reducing the bond payment on the Showers facility/loan. She said she did not like the market design that is planned for the Mayflower lot and the addition of yet another focal point in this area is not the right direction. She said she hoped that the market was very successful and that she is very wrong about the project, but her underlying concern is that we have money to do certain things and then other projects have to be financed with legislation such as this.

Sherman asked what other types of contracts might fall under this legislation e.g. leaf pickups. Flory said those are more like services provided and said the idea is to build, operate and then transfer a public facility. Sherman said that operation, management and maintenance are currently included in the ordinance and he wants the language clarified so that we know what we are getting into and what the scope of this ordinance encompasses or 'what' we are going to put under it.

Flory said that after the proposals come in, they might in fact, be rejected. This legislation does not force us to enter into any agreement of any kind.

Sabbagh asked if all agreements for over five years would come to the council and Flory said yes or three years or one year if the council likes. Sabbagh said he did not see any problems with this legislation.

Service moved and it was seconded that Amendment #1 be considered: that Section IX be amended to include "and notice of change in policy" to the title of that section as well as language pertaining to changed fees, programs, times and days of operation, environmental impacts or major physical alterations, with written notice to the board so that the matter can become one of public agenda and discussion.

Service said that the concept of privatization leaves her uneasy and the bottom line motivation of the public sector is supposed to be the public good and the motivation of the private sector is profit. While balance is possible public scrutiny has to be essentially part of the process. Different mayors, councils and department heads may view this differently and that is why the parameters must be established now. The public needs to be informed and involved and if a business does not want that scrutiny, then they should probably not be operating a public service.

Banach thanked Service for the amendment and her willingness to listen.

Young thought it was a little vague in some areas, that sometimes fees go down rather than up and what if some of the changes or impacts are positive. This has no teeth that makes anyone comply with anything. There is no approval or denial but just a public hearing.

Pizzo said the Indianapolis golf courses have been privatized for years and the fees/charges process are addressed in the contract.

Service said that the contracts that are currently in place are discussed, in public, by the Parks Board and the idea is to keep the same level of public input before the policy is established and how willing the vendor is to consider these public concerns is an important aspect to all of this.

Young asked how the amendment would improve the agreements or contracts and Flory said that it would be irresponsible to write a contract without addressing such concerns.

Sherman agreed with the amendment and asked if this would cover changes that went beyond the agreed upon BOT and Service said that was covered in the amendment if they are already provided for in the agreement.

Young thought this was micro management of something we don't even have in front of us.

Amendment #1 received roll call vote of Ayes:7, Nays: 2 (Young, Sabbagh).

Mayer moved and it was seconded that the third Whereas be struck from the ordinance. This amendment was not in writing and was actually voted on once and then a written text was given to Council President Pizzo and a second roll call vote was taken.

The amendment received a roll call vote of Ayes: 9, Nays:0.

Pierce moved and it was seconded that Amendment #3 to substitute the number one year where ever five years appears in the ordinance. He said he wasn't concerned about the one year hot dog stands but this is a good failsafe measure and if it is too cumbersome we can go back and extend it.

Young had the same problems with this amendment as he had with the first one and wondered why a year. Pierce said that there are contracts that don't require council concern and those that are longer might be of enough importance that the council would have the chance to see if they like the direction things are going. Pierce said these provisions would only apply to what is under the provisions of this chapter and this one year would only apply to things that are happening under this enabling legislation. This is really very narrow.

James McNamara, Deputy Mayor, said that the focus has been on the Build, Trade and not the Operate and pure operating agreements have not had the attention they might need for discussion purposes but it seems clear that this legislation refers to 'operation of facilities' and so it would not apply to leaf collection. Questions then surfaced regarding concessions stands at the golf course and he just didn't know how this applied to an operating basis. He said he did not think this applied to a whole new set of operating agreements and did not know if this applied to the pro shop at the golf course, or not. He said that he thought the council was looking at three

years rather than one year and that the administration did not think it was necessary to go to the mats on this and that was their position at this point in time.

Sherman thought we should start small.

Amendment #3 received a roll call vote of Ayes:6, Nays:3 (Pizzo, Sabbagh, Young).

Mayer then restated his desire to have the council consider the above mentioned Amendment #4. The second vote was taken and it noted above. Mayer apologized for the *grave* error he committed and said it would never happen again.

Amendment #4 received a roll call vote of Ayes: 7, Nays:1 (Banach). Young was out of chamber.

Pizzo suggested that we have hit our limit for amendments and welcomed public comment, without amendments.

Mike Bauer, Street Department, was also concerned about the privatization word, that not a single union labor job was eliminated in Indianapolis when they started running their programs and he was confident that our mayor and this administration would be fair and address the concerns we are concerned about and he is willing to let the people who do the job every day make recommendations and suggest changes when and where the job can be done better.

Service said that she does feel better about the ordinance with the changes that have been made, but that she would not support the ordinance. The real reason this is happening is for the Cascades Golf Course and she did not support the golf course expansion because of the existing Cascades park and woods.

Cole said this is a matter of accountability, not a lack of trust.

The ordinance, as amended, received a roll call of Ayes:7, Nays:2 (Service, Cole).

It was moved and seconded that the following legislation be introduced and read by title only for First Reading before the Common Council by the Clerk. Clerk Williams read the legislation by title only.

Ordinance 97-16 To Amend Title 20 of the BMC Entitled City of Bloomington Zoning Ordinance (Revising Section 20.06.05.03 Entitled "Siltation & Erosion" and Providing Related Definitions.

Ordinance 97-35 To Amend the Bloomington Zoning Maps from RE 3.5/PRO 6 to PUD and Approve the Preliminary Plan - re: 3209 East Moores Pike (American Storage LLC, Petitioner)

Ordinance 97-40 To Amend the Bloomington Zoning Maps from MG/PUD to BA/PUD - re: 3000 West Third Street (Jerry Gates, Petitioner)

James McNamara, Deputy Mayor and ordinary citizen, said he was concerned with the frequency that council is considering amendments to legislation that are drafted the night they are introduced and voted on. He urged the council to follow their own rules for written amendments, in advance and said that these on the fly amendments are problematic for everyone.

LEGISLATION FOR
FIRST READING
ORDINANCE 97-16
ORDINANCE 97-35
ORDINANCE 97-40

PUBLIC INPUT

Sherman said the point is well taken, but we do this very seldom. He thought the council erred when they skipped the committee of the whole meeting.

While this is topical, Pat Williams, said that possibly due to speaker locations in the Chambers, not one word of Mayer's amendment was audible at the staff table and in fact thought it was Amendment #3 (third) was the only phrase that was heard and thus what you were voting on. Tonight's meeting and the confusion was a combination of a lot of things but basically the amendment was not expected, it was not written and more importantly it was not heard.

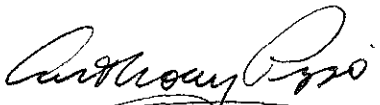
Sabbagh reminded everyone that this Saturday Jason Banach will be married and he wished him the best of luck and happiness.


The meeting was adjourned at 9:50 PM

ADJOURNMENT

APPROVE:

ATTEST:


Anthony Pizzo, President
Bloomington Common Council


Patricia Williams, CLERK
City of Bloomington



**MEMO FROM COUNCIL OFFICE ON:
(Updated January 13, 2023)**

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)
- Amendment 01 to App Ord 22-06
- Staff Memo from administration
- Updated Presentation slides (12/21/2022)
- 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



Update after December 21, 2022 Regular Session Meeting

The Council considered [Appropriation Ordinance 22-06](#) at its December 21, 2022 Regular Session meeting. The Council deliberated on the item and conducted the statutorily-required public hearing associated with the proposed additional appropriations. One amendment (Am 01) was prepared and distributed ahead of the December 21 meeting, but was not introduced or discussed at the meeting. This amendment, sponsored by Cm. Smith, has been included in this packet. Please note that the Council Office will also prepare a housekeeping amendment to update the legislation to give it a new number and to revise the signature lines to reflect both the New Year and the new Council President for 2023.

The Council postponed further discussion of the appropriation ordinance to the January 18, 2023 Regular Session. On January 3, January 10, and January 13, 2023, a special committee of the Council met to further discuss and consider the proposed purchase of a portion of the Showers Building complex. Any written report or recommendation from this committee will be distributed once available.

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."



City of Bloomington Indiana

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

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

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

Contact

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

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

APPROPRIATION ORDINANCE 22-06

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

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

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

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

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

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

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

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

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

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

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

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

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

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

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

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED this ____ day of _____, 2022.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

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

AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS

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

RECITALS

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

(collectively, "Permitted Exceptions").

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

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

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

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

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

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

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

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

6. **Closing Adjustments and Prorations.**

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

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

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

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

and customary closing costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

"SELLER"

CFC, LLC

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

Date: July 13, 2022

"PURCHASER"

REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA

By: Cindy Kinroney
Cindy Kinroney, President

Date: 7-18-22

THE CITY OF BLOOMINGTON

By: John Hamilton
John Hamilton, Mayor

Date: July 12, 2022

AMENDMENT TO AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS

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

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

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

"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

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

By: Cindy Kinnarney
Cindy Kinnarney, President

Date: 9/16/22

Date: 9-16-22

APPROVED AS TO FORM:

THE CITY OF BLOOMINGTON

By: Beth Cate
Beth Cate, Corporation Counsel

Date: 9/16/22

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

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

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

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

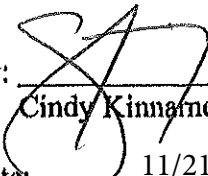
"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

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

By: 
Cindy Kinnafney, President

Date: 11/16/2022

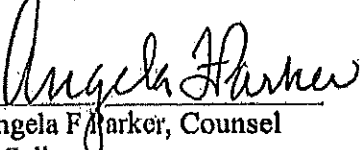
Date: 11/21/2022

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CarminParker, PC

THE CITY OF BLOOMINGTON

By: 
Angela F. Parker, Counsel
to Seller

By: 
Beth Cate, Corporation Counsel

Date: 11/16/2022

Date: 11/16/2022

439480 / 17582-164

***** Amendment Form *****

Appropriation Ordinance #: 22-06
Amendment #: Am 01
Submitted By: Cm. Smith
Date: December 21, 2022

Proposed Amendment:

1. Appropriation Ordinance 22-06 shall be amended by deleting “, **AND APPROVING AN AGREEMENT OF THE BLOOMINGTON REDEVELOPMENT COMMISSION TO PURCHASE CERTAIN PROPERTY**” from the title of the ordinance so that the title, as amended, shall read:

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

2. Appropriation Ordinance 22-06 shall be amended by deleting the sixth Whereas clause from the ordinance, which is depicted below:

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;

3. Appropriation Ordinance 22-06, Section 1 shall be amended by inserting the following sentence after the first sentence of the section:

Such appropriation shall not include payment of costs associated with the acquisition of any portion of the property comprising the existing Showers Building complex not currently owned by the City.

4. Appropriation Ordinance 22-06, Section 2 shall be deleted in its entirety and subsequent sections shall be renumbered accordingly.

Synopsis

This amendment removes language from the appropriation ordinance related to a Redevelopment Commission purchase agreement for a portion of the Showers Building complex at a purchase price exceeding \$5,000,000. The intent behind the removal of this language is to indicate that the Council does not approve of said agreement. It also makes clear that the additional funds to be appropriated by App Ord 22-06 shall not be used for the purpose of paying costs associated with the acquisition of any portion of the property comprising the existing Showers Building complex not currently owned by the City.

12/21/22 Regular Session Action:

Pending



**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.

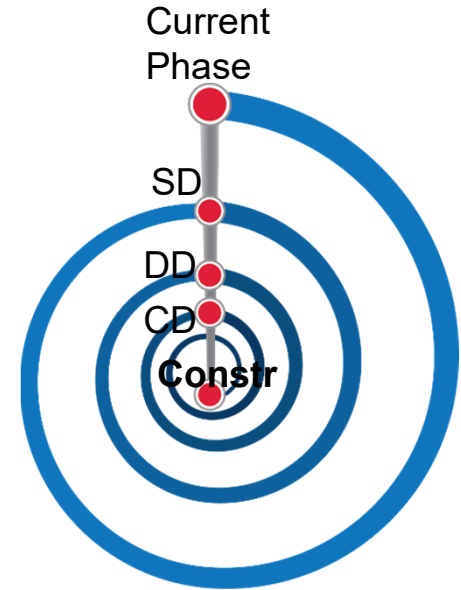
PROJECTED TIMELINES

• 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	

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

TO RATIFY PURCHASE AGREEMENT FOR 320 WEST 8th STREET

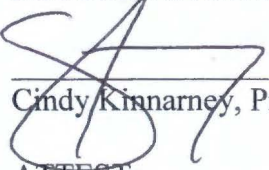
- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:



Deborah Myerson, Secretary

Date

8/1/2022

AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS

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

RECITALS

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

(collectively, "Permitted Exceptions").

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

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

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

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

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

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

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

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

6. **Closing Adjustments and Prorations.**

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

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

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

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

and customary closing costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

"SELLER"

CFC, LLC

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

Date: July 13, 2022

"PURCHASER"

REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA

By: Cindy Kinamey
Cindy Kinamey, President

Date: 7-18-22

THE CITY OF BLOOMINGTON

By: John Hamilton
John Hamilton, Mayor

Date: July 12, 2022

City of Bloomington
 Redevelopment Commission
 Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Purchase of 320 W. 8th Street

Project Manager: Donald Griffin, Deputy Mayor

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

Project Timeline: Purchase – 2022

Financial Information:

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

Project Phases:

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

TIF District: Consolidated TIF (Downtown)

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

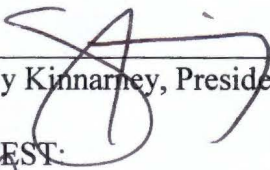
AMENDMENT TO PURCHASE AGREEMENT WITH CFC FOR 320 W. 8th STREET

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

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

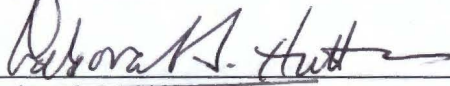
1. The RDC affirms its support of the acquisition of the 320 W. 8th Street and declares that the Services serve the public’s best interests.
2. The RDC hereby approves the Amendment to the Purchase Agreement with CFC attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:



~~Deborah Myerson, Secretary~~

DEBORAH S. HUTTON, Vice President

11/21/2022

Date

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

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

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

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

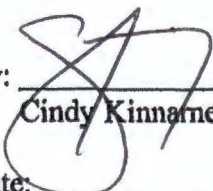
"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

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

By: 
Cindy Kinnarney, President

Date: 11/16/2022

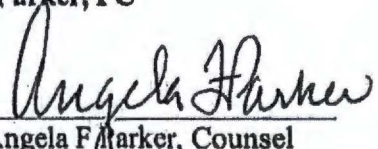
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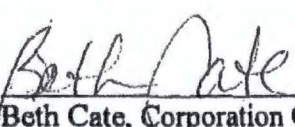
APPROVED AS TO FORM:

APPROVED AS TO FORM:

CarminParker, PC

THE CITY OF BLOOMINGTON

By: 
Angela F. Parker, Counsel
to Seller

By: 
Beth Cate, Corporation Counsel

Date: 11/16/2022

Date: 11/16/2022

MEMORANDUM

To: Members of the Bloomington Redevelopment Commission

From: Beth Cate, Corporation Counsel

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

Date: November 18, 2022

Re: Second Amendment to Agreement for Purchase of Real Estate and Assets, between RDC and CFC, LLC

The City is asking for Commission approval of a Second Amendment to

On July 18, 2022, the Bloomington Redevelopment Commission approved and signed an Agreement for Purchase of Real Estate and Assets with CFC, LLC (“Purchase Agreement”), through which CFC would sell to the City/RDC the portion of the Showers Building that CFC owns located at 320 West 8th Street, and all rights in and to that property.

The Purchase Agreement originally gave the City until September 16, 2022, to complete various forms of due diligence on the property, including environmental analysis and inspections to determine, among other things, the suitability of the property for the City’s intended use as a public safety headquarters. The Agreement also gave the City until January 30, 2023 to obtain the necessary financing, and provided that closing will occur within fourteen (14) days after due diligence is completed, other conditions precedent have been satisfied, and financing is approved. The Agreement allowed CFC to continue to occupy its current office suites for up to sixty (60) days after closing, subject to a lease payment of \$10,874.74 prorated for actual days in possession, and other terms the parties would agree to if CFC chooses to stay on after closing.

On September 16, 2022, the parties signed a First Amendment to the Purchase Agreement extending the due diligence period sixty (60) days, to accommodate the extensive analysis being performed by the City and its consultants. The First Amendment extended CFC’s permitted occupancy after the Closing to ninety (90) days or April 30, 2023, whichever is later.

Based on renovation cost estimates produced by the consultants assisting with due diligence, the City has approached CFC to negotiate a reduction in purchase price. CFC has agreed to a half million dollar (\$500,000.00) reduction, bringing the purchase price down from \$9.25 million to \$8.75 million, in exchange for allowing CFC to occupy its current Suites until June 30, 2023, rent- and cost-free. The Administration considers this exchange highly valuable for the City, and is therefore asking for the Commission’s approval of the attached Second Amendment to the Purchase Agreement.

EXHIBIT A (To Ordinance 22-30)

DESCRIPTION OF THE PROJECTS

The proceeds of the Bonds will be used to pay all or any portion of the costs of the following capital projects to provide improved public safety facilities for the City's police and fire departments:

(a) the acquisition of real property and the design, construction and/or equipping thereon of a new downtown fire station facility;

(b) the design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping of all or a portion of the City's four existing fire station facilities;

(c) the acquisition of real property (including any portion of the property comprising the existing Showers Building complex not currently owned by the City) and the design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property for the purpose of providing a new consolidated headquarters for the police and fire departments to replace their current facilities;

(d) the design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping of the City's existing police headquarter facilities;

(e) the acquisition of real property and the design, construction, reconstruction, renovation, reconfiguration, repair, improvement and/or equipping of facilities on such real property for the purpose of providing a new public safety training center;

(f) the design, reconstruction, renovation, reconfiguration, replacement, repair, improvement, upgrading and/or equipping of the City's existing public safety training center; and

(g) any (i) property acquisition, (ii) construction, demolition, renovation, improvement and/or excavation work, (iii) utility relocation, (iv) architectural, engineering and/or surveying services, (v) site development work, and (vi) equipment, which are related to the foregoing projects.

Responses to Council Questions re: Ord 22-30, 12/2/22

Assuming passage of Ord 22-30 (and, if needed, an appropriation ordinance to appropriate the proceeds), will any of the capital projects listed in Exhibit A require further Council review/approval at any stage? If so, please describe.

- Council's role involves voting to approve the bonds, to appropriate bond proceeds, and to approve a purchase price for CFC Showers that exceeds \$5M. Council's earlier vote to approve ED-LIT reflected its approval of using ED-LIT funds for debt service on bonds to upgrade public safety facilities, and Council will of course also review and vote on annual budgets that reflect such use of ED-LIT funds.
- In terms of the actual design, renovation, and construction work, as with other capital projects, Council does not have a formal role, unless there is a required zoning change.
- The administration always welcomes input, and Council priorities would be sought for anything affecting the Council's own space and facilities.

If the Council wished to fund some but not all of the projects listed in Exhibit A, how would the administration respond to an amendment to reduce the total bond amount and/or to revise the list of projects?

The administration does not support amendments generally to this ordinance. If there are specific amendments or issues being considered, we would encourage a discussion of those ahead of time.

Could the administration provide a comprehensive list of all city-owned properties and indicate which might be suitable for vetting for a new police/fire public safety campus?

The combined public safety complex/campus option was dismissed as a viable option due to parcel size and location limitations for Fire Station #1. (See next question for more details.)

Can the administration provide any additional information related to other locations analyzed for police or fire headquarters, including rehabs of current headquarters, including reasons why the administration felt like other locations were not suitable for the city's needs?

- Initial research looked at three potential scenarios for Police HQ, Fire HQ, and Fire Station #1:
 - Combined public safety complex/campus for all three items: Dismissed as a viable option due to parcel size and location limitations for Fire Station #1.

- Three separate facilities: Dismissed due to property costs, timeline to complete, and construction costs.
- Two facilities—a separate Fire Station #1 from Police and Fire HQ: Chosen scenario based on feasibility of options, cost savings by combining the two HQs, and the opportunity to increase interdepartmental functions.
- List of sites considered for Fire Station 1:
 - 42 total properties were reviewed, with most options dismissed due to size, location, zoning, lack of infrastructure, and/or accessibility problems.
 - Initially, the current site was not seen as feasible due to the flooding issues that prevented apparatus response from the station. However, CBU later provided modeling reports—which are still in draft form—indicating that the potential for future flooding was reduced to an acceptable risk.
 - This is the recommendation due to overall cost, potential timeline that would not jeopardize our ISO rating and the feasibility of the project.
 - Completed a due diligence study in October 2022 that redesigned the building to eliminate flooding risk from poorly designed plumbing and drainage systems, removed the basement, and brought the facility up to current standards.
 - Other sites considered as realistic options
 - 220 E. 3rd St
 - 229 W. 1st St
 - 503 N. Rogers St
 - 327 W. 1st St
 - 421 W. 1st St
 - 519 W. 11th St
 - Multiple properties coupled together to become feasible
 - 529 S. College Ave
 - 532 S. Walnut St
 - 542 S. Walnut St
 - Multiple properties along Convention Center Expansion Site
- Station 3 and the station 3 site option
 - Evaluated current site, which is appropriate but needs significant repairs/remodeling to address issues identified in the 2019 Fire Station Assessment Study
 - Discussions with IU about the need to replace Station 3 led to a feasibility/due diligence study of land owned by IU. The specific address was requested by IU to not be released publicly; however, the due diligence study completed in 2021 indicated the proposed site was appropriate and a new station would cost between \$10.5 - \$12.6 million (no

inflation costs were included in the estimate). This equates to \$530-\$580 per square foot.

Can the administration provide the facility studies completed for the potential projects, including those that came from the first two architects/public safety experts that JS Held/Deb Kunce drew from?

See attachments

Pros of the Showers purchase specifically:

- BFD has the eventual goal of physically locating all administrative staff in one place. From this perspective, the Showers building offers enough space for now—plus opportunities for future growth—while providing efficiencies for people who engage in our services or between other departments.
- BFD staff can stop by more departments during one trip to City Hall. Fire administration staff routinely travel several times a day to City Hall for mail, meetings, and to engage with other City Hall staff members.
- It will be advantageous for BFD Mobile Integrated Healthcare personnel to be near or co-mingled with the BPD Social Workers and Community Service Specialists plus CFRD staff.
- BPD would benefit from about 50% more square footage with the project.
- BPD would benefit from much higher quality space—including windows—compared with current basement and decades-old office space.
- BPD would benefit from additional coordination with BFD administration and city government as a whole.
- BPD would have access to more on-site parking and covered parking in the Trades District Garage.
- Constituents at City Hall could more easily access public safety services at same time (e.g. building permit review and BFD review).

What are comparables that helped us get the \$3mm estimate on selling the Police station?

- Current police station is 1.08 acres, and comparables indicate that the \$3mm figure is extremely conservative.
- The Turquaz property (NE Corner of 3rd & Lincoln) sold on 11-29-22 for \$2,750,000. It's 15,000 SF on 0.2 acres. This is a great comp in regards to location; however, it is an income-producing property so value is derived from profit and loss statements. It is also a much smaller property.
- The former Zinman property plus 3 adjacent properties (NE corner of 3rd & Grant) sold on 8-30-16 for a total of \$1,425,000. It's now 4 vacant parcels totaling 0.38 acres. This property sold for \$82 a sq.ft. Using these numbers,

the minimum market value of the police station would be \$4,040,900. Property was purchased for development. Current building values are not reflected in market value.

- The former Bunger & Robetson property (S College between W 4th & W 3rd) sold on 7-15-19 for \$4,995,000. It's 39,045 SF on 1.6 acres. This property sold for \$71 a sq.ft. Using these numbers, the minimum market value of the police station would be \$3,372,490. Property was purchased for development. Current building values are not reflected in market value.

Options for other access points to CFC Showers (going west)



(also included in updated slide deck)

More info about timeline in general:

If we do not break ground on Station 1 by the second quarter of 2023 we risk losing our ISO 1 rating since the temporary fire station does not meet the requirements to count as a legitimate fire station.

Why did we offer more for Showers than appraisal?

The appraisals were based on the income that the property was producing. This would be critical if we were purchasing the property as an investor, however we are converting its use into owner occupied. Replacement value is a better indicator for our needs. We

consulted with local commercial real estate brokers David Hardstead and Chris Cockerham and arrived at a conservative price per square foot value between \$200 to \$225. When multiplying \$200/sq.ft. by the total finished square footage of 64,000, we can conclude that anything under \$12,800,000 is reasonable for an owner-occupied purchase.

What is “Plan B”?

If the Council were to reject the plans for the Showers building purchase for a new public safety headquarters, we would focus on the achievable, key needs within our budget resources. (\$26 million net bond proceeds and \$3-5 million CRED). Our most critical needs are the renovations and/or replacements of Fire station #1 and Fire station #3, as the creation of a training/logistics center due to the lease not being renewed on the current facility, and a location for fire administration. With those needs met, we would not have sufficient funds to do a new or major expansion of a police headquarters, so we would plan a renovation at the current police station—to improve its condition—with no increase of square footage and still using the basement. We would likely invest on the order of \$3 million (\$150 per square foot) on those improvements. Fire administration would need to be housed, likely in the new training/logistics center which would increase the project price perhaps \$1 million. These investments of approximately \$14-15 million would allow meeting of critical current needs, but would not create the integration of public safety services, the substantial expansions and improvements for police headquarters and operations, or position us well for future growth.

PROPOSED PROJECTS

- **CFC Showers Building –Purchase** **\$8.75M**
- **CFC Showers Renovation** **\$14.75M**
- **Fire Station #1 – Rebuild** **\$5.5M**
- **Fire Station #3 – Remodel** **\$2.5M**
- **New BFD Training / Logistics Center and Storage Facility** **\$2.5M**

INITIAL RESEARCH – 3 POTENTIAL SCENARIOS

- Combined public safety complex with Police HQ, Fire HQ, and Fire Station #1
 - Due to location limitations for the fire station #1 and parcel size this was dismissed as a viable option
- Three separate facilities
 - This option was dismissed due to property cost, timeline to complete, and construction costs
- Separate Fire Station #1 from Police and Fire HQ
 - This was the chosen scenario based on feasibility of options, cost savings by combining the two HQs, and to increase interdepartmental functions.

PUBLIC SAFETY HQ CONSIDERED

- Initially reviewed larger sites owned by the City
- Considered properties on the market near the center city
- Approached property owners of ideal sites “not on the market” without success

	Approx. Site Size	Fire Station #1 (0.4 acres)	Public Safety HQ (BFD + BPD)	Both	Notes
Trades District	1.3 acres or 2.0 acres	Yes	Yes	Yes	Close proximity to future housing planned within Trades District, loss of opportunity for new businesses, and overall costs of new construction
Legacy Hospital – Block 8	2.0 acres	Yes	Yes	Yes	Close proximity to housing, loss of 50 housing units, and overall costs of new construction
542 S. Walnut (former carwash)	0.5 acres	Yes	Yes	Yes	Site is too small, site drainage issues, and overall costs of new construction
Existing BPD	0.9 acres (plus 0.3 acres of adjacent city parking)	Yes	Yes	No	New addition is possible but does not allow for future expansion without land acquisition and future new construction. Total new build causes temp. locations for BPD for 24 months and higher costs.
CFC Showers Bldg	0.9 acres (plus Trades Garage parking)	No	Yes	No	Recommended to best value and future expansion

OPTION: EXPANSION TO EXISTING BPD

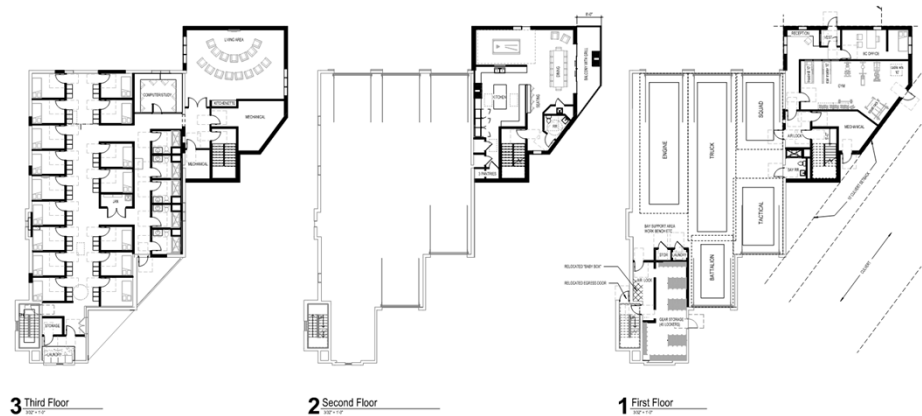


FIRE STATION #1 CONSIDERATIONS

- Current recommendation due to overall cost, potential timeline that would not jeopardize our ISO rating and the feasibility of the project.
- 42 total properties were reviewed, most were dismissed due to size, location, zoning, lack of infrastructure, or accessibility problems. Other sites considered as realistic options
 - 220 E. 3rd St
 - 229 W. 1st St
 - 503 N. Rogers St
 - 327 W. 1st St
 - 421 W. 1st St
 - 519 W. 11th St
 - Multiple properties coupled together to become feasible
 - 529 S. College Ave
 - 532 S. Walnut St
 - 542 S. Walnut St
 - Multiple properties along Convention Center Expansion Site
- Final recommendation is to reconstruct at the current site as recommended in the Feasibility Study (provided separately)

FIRE STATIONS

- **Fire Station #1 – Rebuild at 300 E. 4th St**
- **Fire Station #3 – Remodel 810 N. Woodlawn Ave**
- **New BFD Training/Logistics Center and Storage Facility at 3230 South Walnut**



Fire Station #1

BPD and BFD FACILITY STUDIES

- CFC Showers Building Space Analysis and Architectural Assessment: Spring Point Architects in association with KBA Architects (police/security expert)
- CFC Showers Building Life Safety, Mechanical, and Electrical : Tabor Bruce Architects
- Fire Department Due Diligence and Redesign: Martin Riley Architects & Engineers
- JS Held took this information, validated space assumptions with the Police team, incorporated preliminary study information, and applied current cost models

What has changed since these studies

- Space validation with BPD leadership
- Square Footage reduction
- Dispatch to remain at current location
- Training/workout space to remain at current BPD Training facility
- Reusing more existing walls and layouts
- Consulted ITS to verify approximate IT needs
- Some equipment can be relocated
- Reduced ballistic glass
- Eliminated separate mechanical or electrical system
- Determined generator must serve the entire CFC showers building

PUBLIC SAFETY BUILDING OPTIONS CONSIDERED

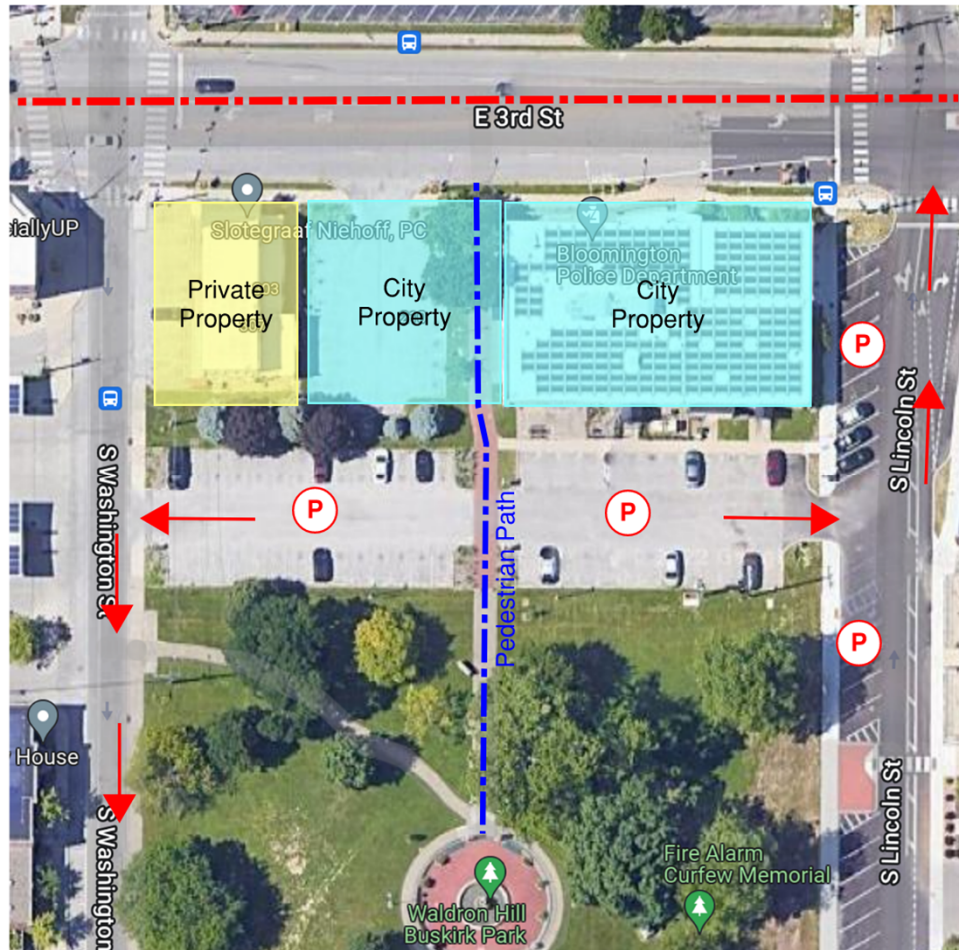
- **Purchase and Renovation of CFC Showers Building**
- **Expansion to existing BPD**
- **New construction of entire facility (without regard to location)**

All options to maintain CALEA certification.

CFC SHOWERS RENOVATION – SPACE PROGRAM

	<u>Square Footage</u>	<u>Staffing Accommodated</u>
• Fire Administration	33,725 SF	30 ppl (20 current + 10 growth)
• Police		109 ppl (includes all budgeted positions)
• Other Hallways/Circulation	12,000 SF	
• Other Build-Out Opportunities	<u>18,275 SF</u>	
• CFC Showers Building Total	64,000 SF	

VEHICLE ACCESS - BPD Existing Site



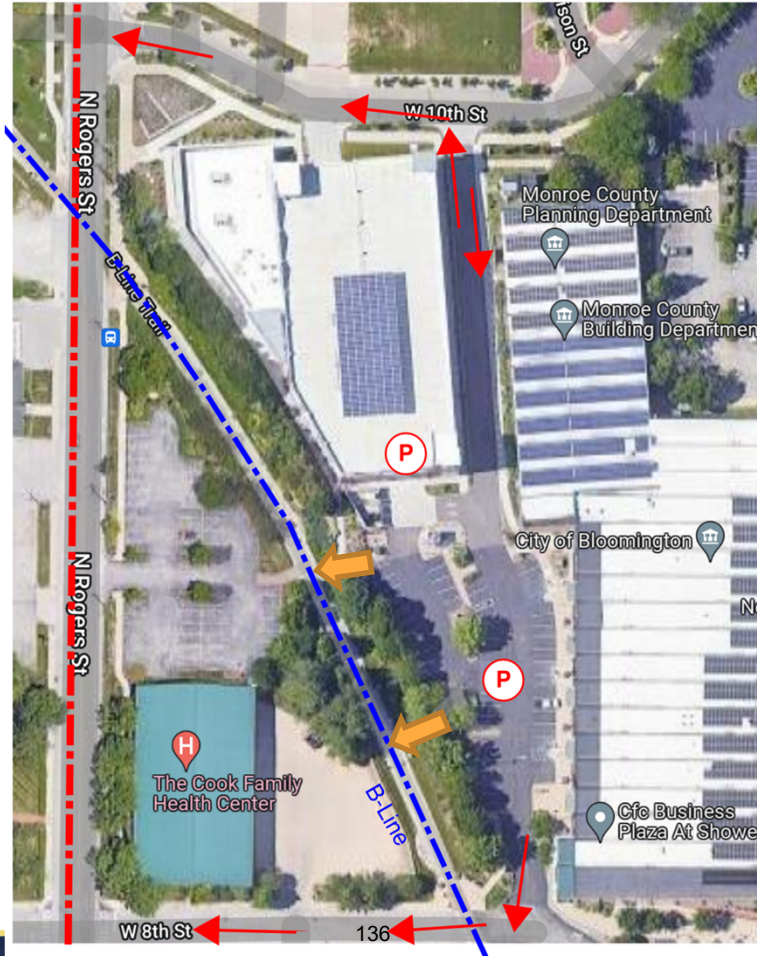
**BPD Surface Parking –
50 spaces**

**BPD Street Parking –
10 spaces**

Total – 60 spaces

VEHICLE ACCESS - Public Safety Building @ Showers Site

Designates Emergency route if north and south routes blocked



Proposed Parking

Guest Parking dedicated – 10 spaces

Showers Surface parking– 35 spaces

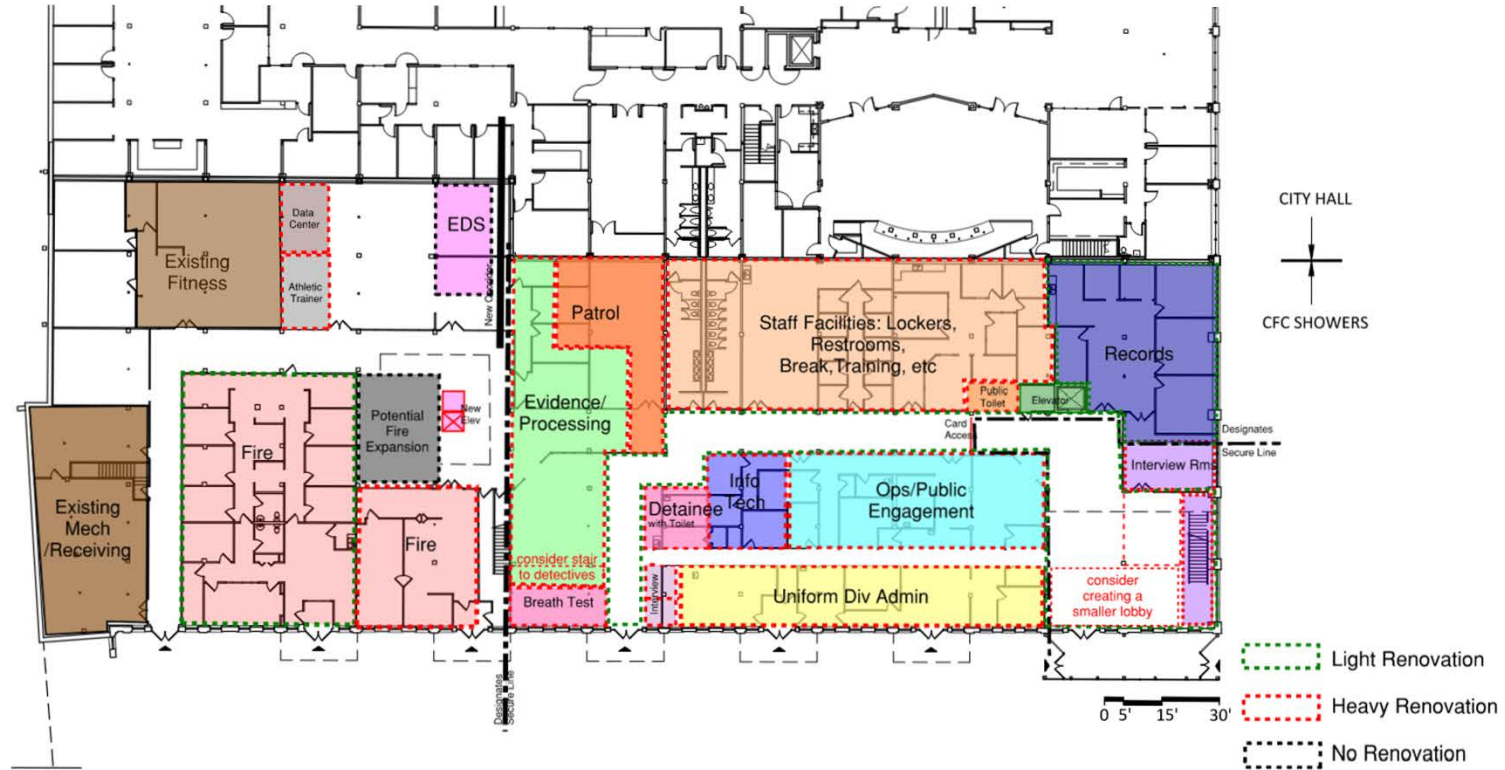
Garage Lower-level– 55 spaces

Main-level parking east side– 40 spaces

Remaining garage – 255 spaces

NOTE: Critical Incident Response Vehicle will remain at Training Facility

CFC SHOWERS BUILDING RENOVATION – 1ST FLR



CFC SHOWERS BUILDING RENOVATION – 2ND FLR



COST COMPARISON

	<u>BFD + BPD Renovate at Showers</u>	<u>BFD + BPD Expand at BPD</u>	<u>BFD + BPD New Building</u>
Total Construction Costs	\$14,750,000	\$25,272,750	\$28,519,300
Add Land/Building Purchase	<u>\$ 8,750,000</u>	<u>\$ 0</u>	<u>\$ 3,000,000</u>
Grand Total	\$23,500,000	\$25,272,750	\$31,519,300
Total Assigned SF	33,725 SF	35,000 SF	35,000 SF
Constr Costs / Assigned SF	\$437/SF	\$722/SF	\$814/SF
Total Cost / Assigned SF	\$697/SF	\$722/SF	\$900/SF
Total Building SF	64,000 SF	35,000 SF	35,000 SF
Total Cost / Total Building SF	\$367/SF	\$722/SF	\$900/SF

DRAFT

FEASIBILITY STUDY

FOR

NEW BLOOMINGTON P.D.
HEADQUARTERS
IN CFC SHOWERS

320 West 8th Street
Bloomington, Indiana

October 26, 2022


springpoint
ARCHITECTSPC



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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

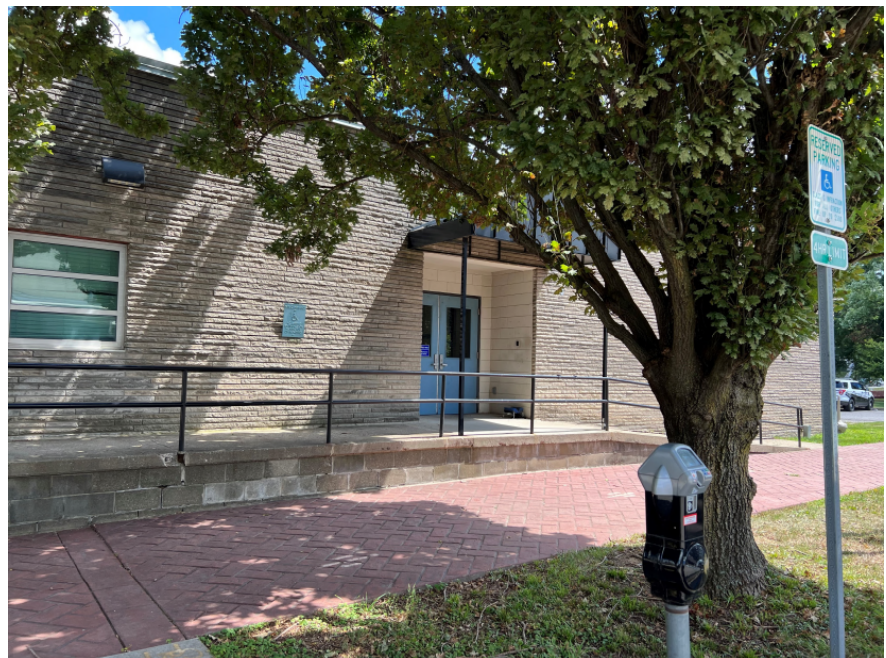
REVIEW OF EXISTING HEADQUARTERS BUILDING

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

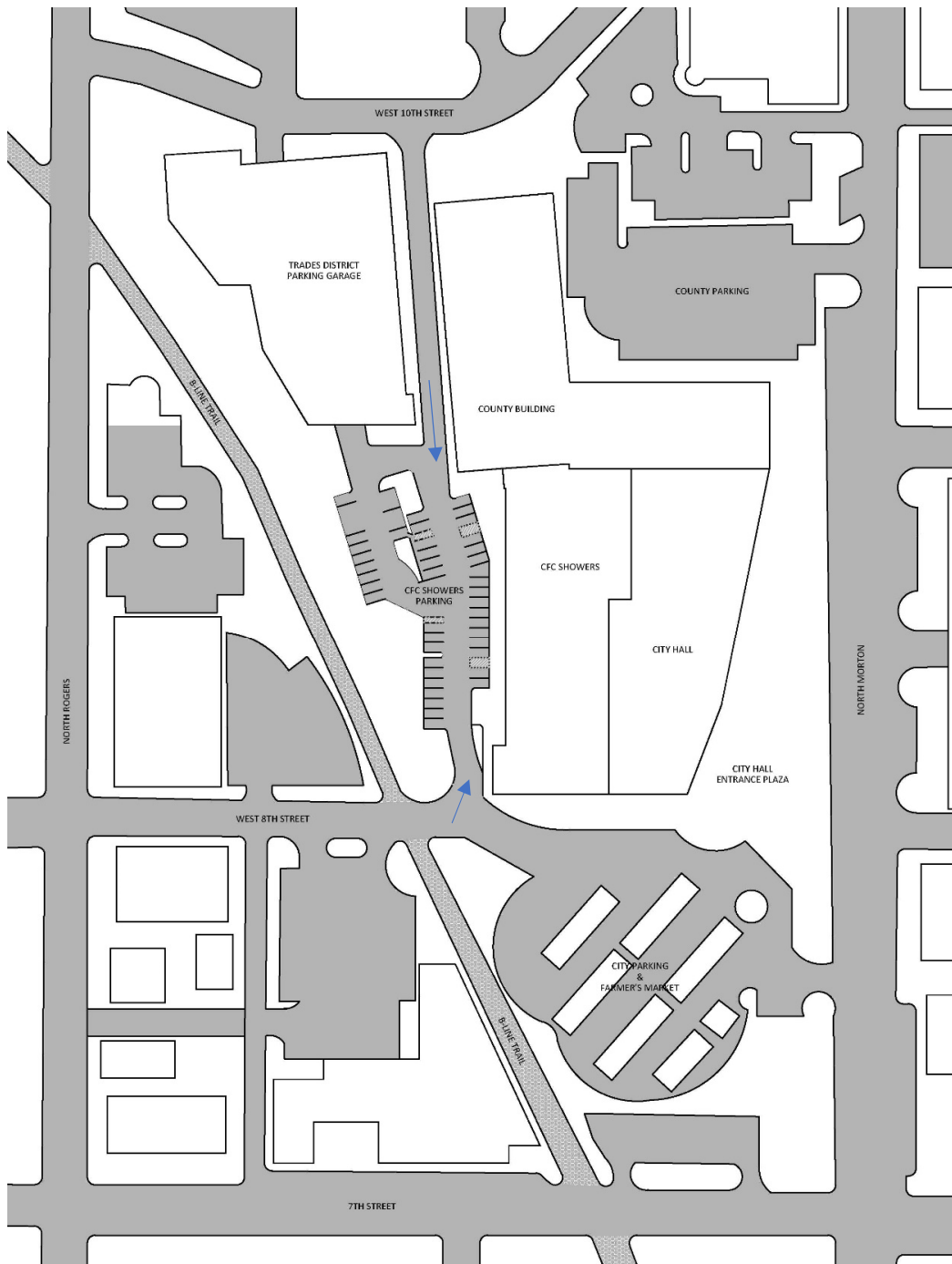


BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

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

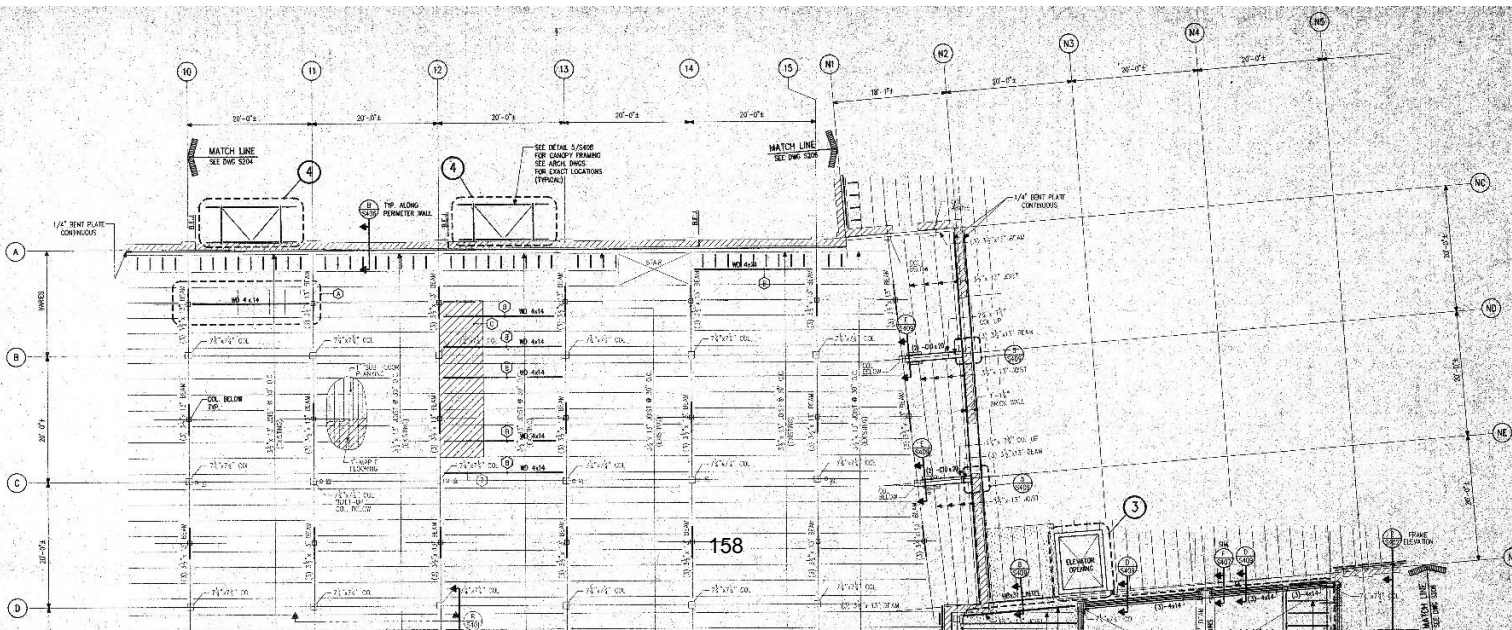
PRELIMINARY REVIEW OF BUILDING CODE

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

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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

ARCHITECT'S REPORT

**BLOOMINGTON POLICE DEPARTMENT
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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.

EXHIBITS

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

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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

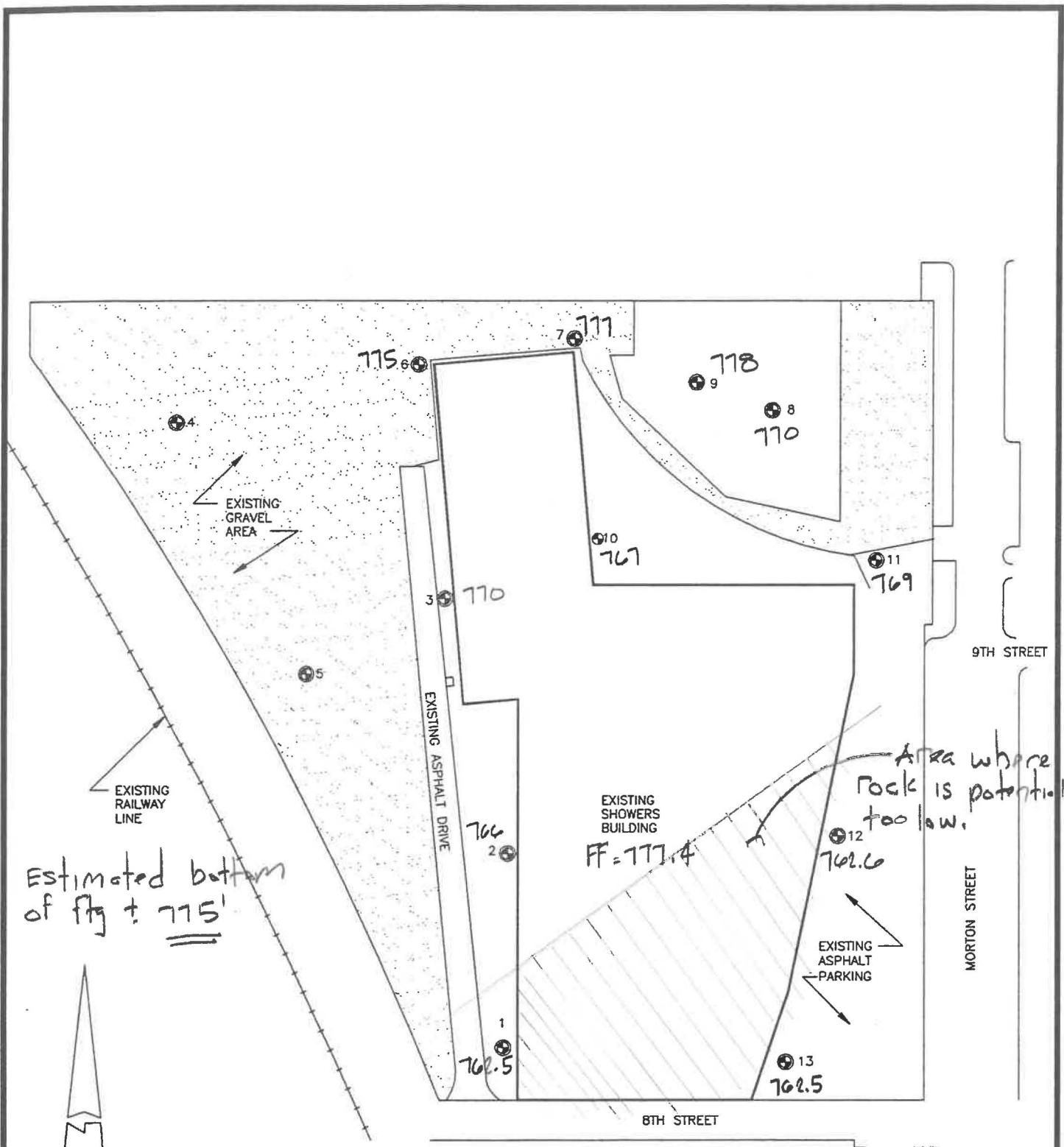
A review of the soil borings that were completed in 1992 indicates that the footings in the south portion of the building would have more than ten feet of soil between bottom of footing and rock elevation (a plan of borings is included). Based on this information it does not seem feasible that the building 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 that reads '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 = ± 762.5'

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



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ENR #44 Top Program Management Firm

Apparently its not just about getting a site class B but also at what elevation the rock is relative to the actual ftgs. So there may be additional testing required within the building. I would think if that was to be done we could rationalize checking a representative number of footings and not every column location.

I have reached out to another testing company to see about a timeline for the shear wave velocity testing. Then the question is should some preliminary borings inside the building be done first to verify we meet the less than 10 ft of soil requirement before you even spend the money on soil testing.

As far as wind and snow changes go I was able to dig up some of our calculations from the 1992 project which would help in that analysis. The additional requirements are not that great and I don't think it would be an issue meeting the requirements for wind and snow. I would take a little time to determine the code load and compare it to what was used in 1992 but likely you could rationalize that. The Seismic issue is the main one.

I'll let you know if I get a timeline for potential soil testing.

Bill.

FINK ROBERTS & PETRIE, INC.



STRUCTURAL ENGINEERS

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President

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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
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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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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



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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



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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
-----------------	----------	---------	------------	----------	----------	-------

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

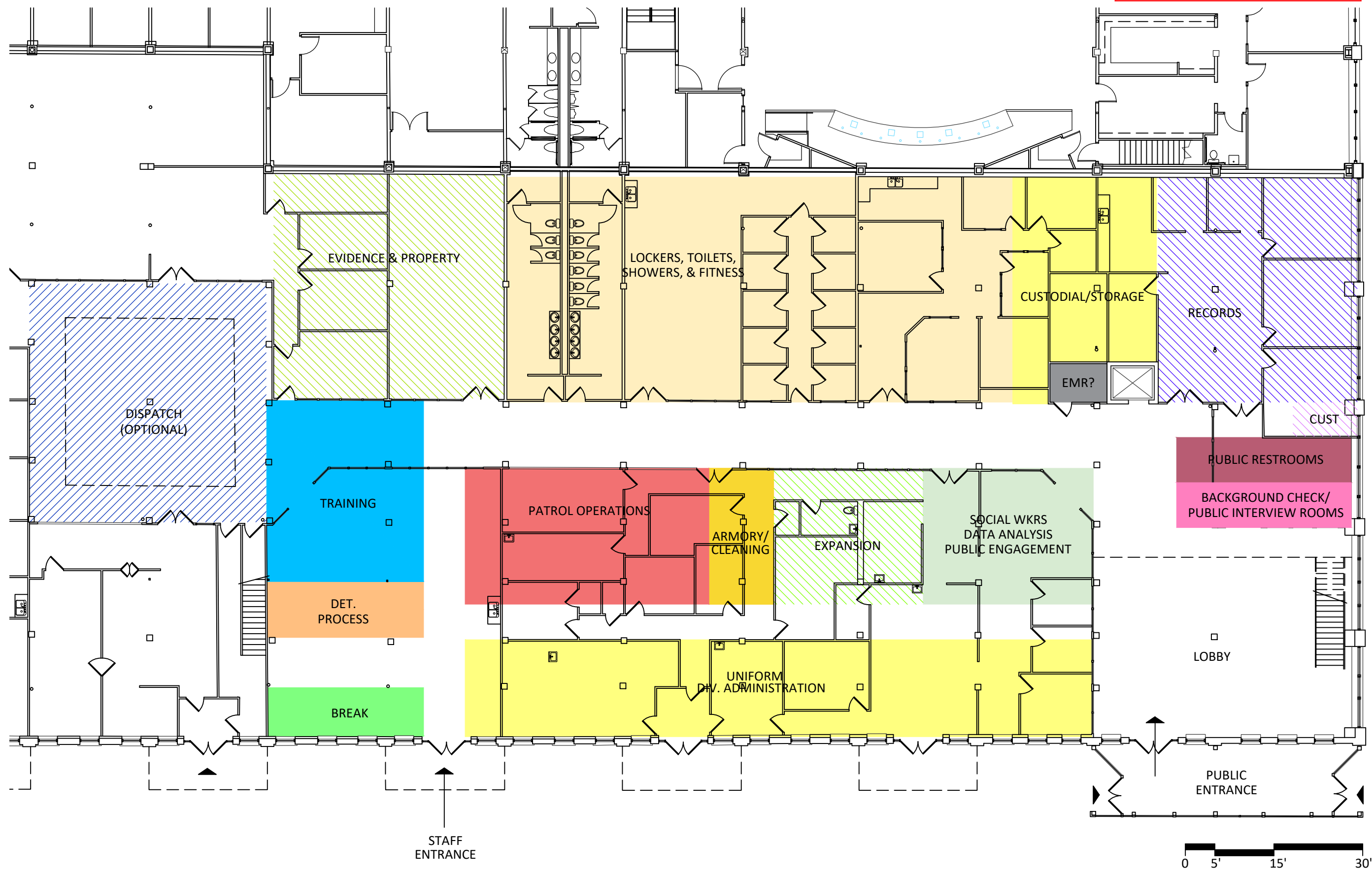
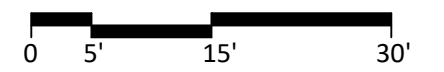
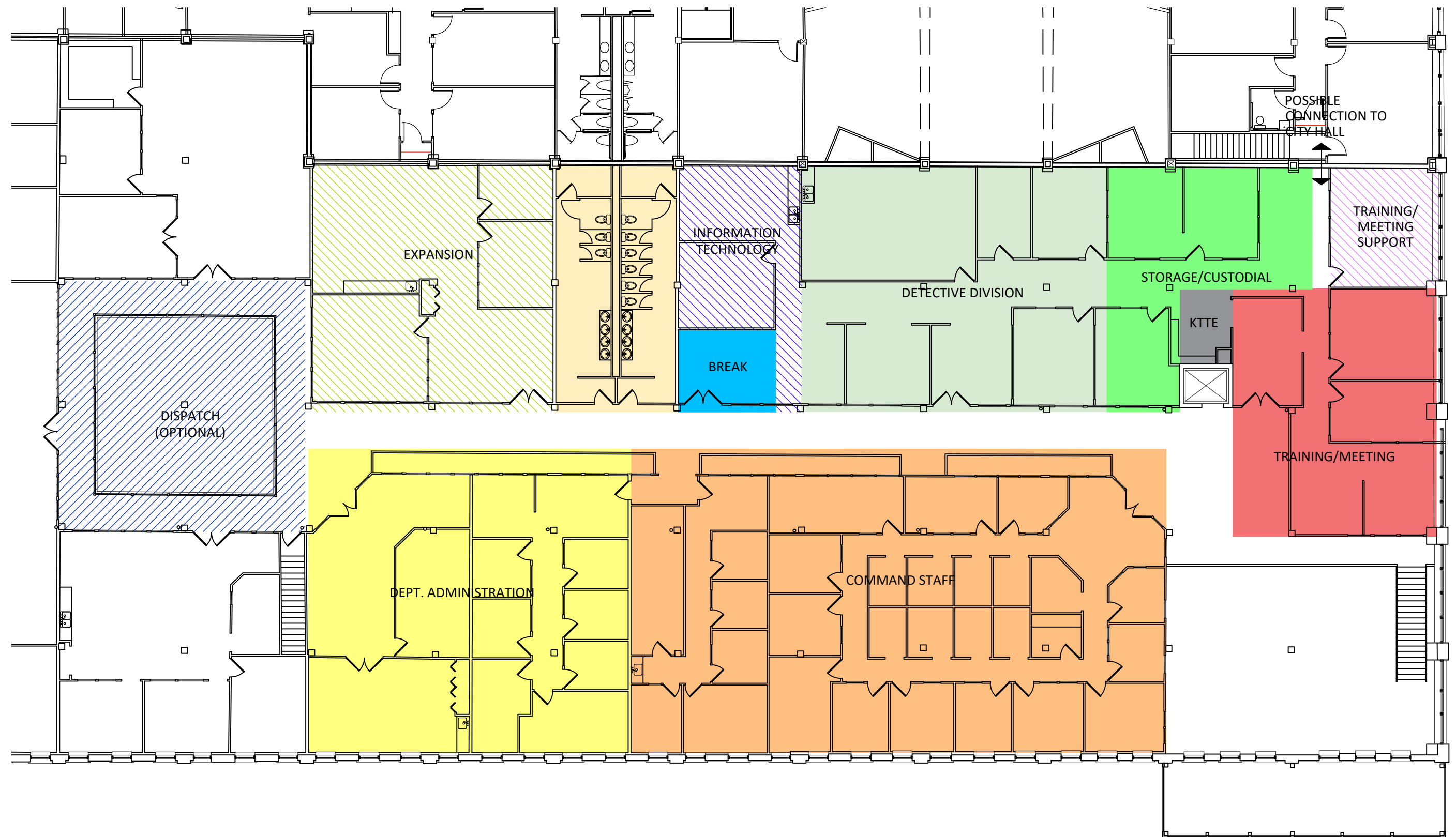


EXHIBIT E
BPD IN CFC SHOWERS:
UPPER FLOOR
PRELIMINARY LAYOUT





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

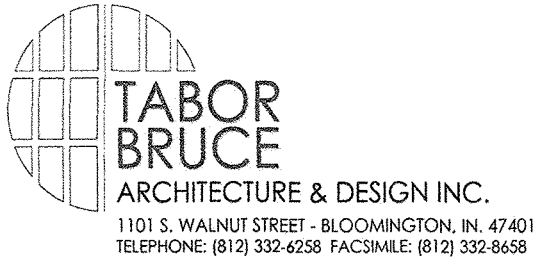
SUMMARY OF OPTIONS

	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	

	POLICE @ BPD WITH NEW ADDITION				FIRE @ BPD NEW ADDITION				TOTAL POLICE & FIRE
	30,000	SF	Cost/SF		5,000	SF	Cost/SF		
Site Work Allowance			\$	800,000					
Parking Level	5,000	SF	\$400	\$ 2,000,000	-	SF	\$400	\$ -	
New Construction	10,000	SF	\$500	\$ 5,000,000	5,000	SF	\$500	\$ 2,500,000	
Police - Basement Renovation - Light	-	SF	\$100	\$ -	-	SF	\$100	\$ -	
Police - Basement Renovation Heavy	10,000	SF	\$250	\$ 2,500,000	-	SF	\$250	\$ -	
Police - Main Flr Renovation - Light	-	SF	\$100	\$ -	-	SF	\$100	\$ -	
Police - Main Flr Renovation - Heavy	10,000	SF	\$250	\$ 2,500,000	-	SF	\$250	\$ -	
Fire - Main Flr Renovation - Light	-	SF	\$100	\$ -	-	SF	\$100	\$ -	
Fire - Main Flr Renovation - Heavy	-	SF	\$250	\$ -	-	SF	\$250	\$ -	
Connect to City Hall - 1st & 2nd Floor	-	SF	\$250	\$ -	-	SF	\$250	\$ -	
Generator			\$	800,000			\$	-	
Elevator	288	SF		\$ 300,000		SF		\$ -	
Design Cont/Escalation			\$	750,000			\$	50,000	
CONSTRUCTION SUBTOTAL				\$ 14,650,000				\$ 2,550,000	
									68%
IT			\$	250,000			\$	25,000	wiring is above
Security			\$	660,000			\$	35,000	wiring is above
AV			\$	500,000			\$	15,000	
Antenna/Radio Comm			\$	-			\$	-	
Escalation			\$	130,000			\$	10,000	8%
EQUIPMENT SUBTOTAL				\$ 1,540,000				\$ 85,000	12%
									2%
Bond Costs/Fees			\$	250,000			\$	50,000	
Fees (AE, Owner's Rep, etc)			\$	2,752,300			\$	447,950	
Furn, Fixtures, Equip			\$	800,000			\$	200,000	
Relocation			\$	50,000			\$	15,000	
Owner's Contingency			\$	1,619,000			\$	263,500	10%
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$ 5,471,300				\$ 976,450	27%
TOTAL without Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450	
TOTAL with Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450	
									@BPD
									\$ 25,272,750
									\$ 25,272,750

POLICE AND FIRE ADMIN FOR ALL NEW CONSTRUCTION					
	35,000	SF	Cost/SF		
Site Work Allowance			\$	1,000,000	
Parking Level	-	SF	\$400	\$	-
New Construction	35,000	SF	\$500	\$	17,500,000
Police - 2nd Flr Renovation - Light	-	SF	\$100	\$	-
Police - 2nd Flr Renovation Heavy	-	SF	\$250	\$	-
Police - Main Flr Renovation - Light	-	SF	\$100	\$	-
Police - Main Flr Renovation - Heavy	-	SF	\$250	\$	-
Fire - Main Flr Renovation - Light	-	SF	\$100	\$	-
Fire - Main Flr Renovation - Heavy	-	SF	\$250	\$	-
Connect to City Hall - 1st & 2nd Floor	-	SF	\$250	\$	-
Generator		sf		\$	800,000
Design Cont/Escalation				\$	750,000 4%
CONSTRUCTION SUBTOTAL				\$	20,050,000 70%
IT			\$	250,000	wiring is above
Security			\$	660,000	
AV			\$	500,000	
Antenna/Radio Comm			\$	-	
Escalation			\$	130,000	8%
EQUIPMENT SUBTOTAL				\$	1,540,000 5%
Bond Costs/Fees			\$	250,000	
Fees (AE, Owner's Rep, etc)			\$	3,670,300	
Furn, Fixtures, Equip			\$	800,000	
Relocation			\$	50,000	
Owner's Contingency			\$	2,159,000	10%
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$	6,929,300 24%
TOTAL without Bldg/Site Purchase				\$	28,519,300
TOTAL with Bldg/Site Purchase			\$	3,000,000	\$ 31,519,300
					@ New Site
					\$ 28,519,300
					\$ 31,519,300



September 1, 2021

JD Boruff
Operations and Facilities Director
City of Bloomington Public Works
401 N Morton St.
Bloomington, Indiana 47404

Re: Facility Assessment-320 West 8th Street.

Dear JD:

I have attached our evaluation of 320 West 8th Street. The evaluation was based on life safety, mechanical and structural surveys we performed. These reviews were to consider the life span of the existing facility, no destructive testing was performed.

Based on these reviews, it is our opinion that the existing building is in sound shape and should meet the desirable goal of a 3 to 5-year lifespan. For the relocation of Police and Fire headquarters, there are various code issues they would need to be addressed but methods in the 2018 Indiana Building Code allow for a review to meet those requirements.

Please let me know if I can answer any other questions or review information in this evaluation that may not come across clearly, we have strived to simplify it in a manner that is best understood. We did not complete a "destructive" survey to look into walls and ceilings and only made observations where we could get easy access, sometimes items may be left unseen that could have an impact on our assumptions and materials and labor costs are becoming a moving target. This evaluation should act as a guide for you to look down the road for a more detailed scope of work and refined numbers if you decide on a future relocation or addition of city offices.

Sincerely,

Howard Douglas Bruce
President-Architect

Tabor/Bruce Architecture & Design, Inc.

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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.

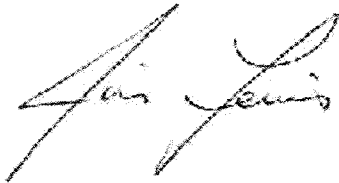
Based upon the above requirements, my opinions and observations are as follows:

- 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 black ink and is positioned below the word "Sincerely,".

Jim Lewis, S.E., P.E.



Bloomington Fire Department Station 1: Redesign Due Dilligence



CHIEF JASON MOORE
300 EAST 4TH STREET
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MOORJA@BLOOMINGTON.IN.GOV
31 OCTOBER 2022





REPORT AUTHOR'S

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MARTINRILEY architects-engineers

INITIAL INFORMATION

MartinRiley was contacted after a series of investigations beginning in 2019 for due diligence regarding Bloomington Fire Department Stations 1-5. The focus of the following due diligence study is to focus on the reuse of Fire Station 1, which originally served as the headquarters for Bloomington Fire Department.

The study of Station 1 originally began in 2021 and laid out revisions to the existing structure with a focus on laying out individual bunkrooms/bathing facilities, and updating the kitchen/living areas. Since this original due diligence was completed, flooding and damage to the building resulted in the relocation of the building's program to a temporary facility. Additionally, the culverted portion of a local waterway (Jordan River), was updated. This culvert runs diagonally through the building's site and results in the "stepped" plan of the building. With the recent improvements to the adjacent culvert and flood damage necessitating extensive repairs to the original structure, MartinRiley was asked to revisit the original study focusing on a new set of parameters.

Major program and scope changes in this portion of the work include:

- Removal of the Administrative Headquarters program of the building (to be located off site in another facility)
- Focus in removing all program from the basement level (specifically mechanical/electrical)
- Full mold remediation of the two story portion of the building
- Investigate the elimination of the sanitary sewer lift station in favor of a gravity system.
- Relocation of generator to avoid exhaust entering building
- Parking lot repaved with concrete in lieu of asphalt
- The exploration of additional square footage added to the building

EXECUTIVE SUMMARY:

The study began with an investigation into the work performed by the city utilities on the updates to the Jordan River Culvert. In an exhibit attached to this document titled “City of Bloomington Jordan River Storm Culvert Reconstruction [...]” the extents of the culvert construction updates are seen in relation to the existing site. These drawings were provided by the City of Bloomington Utilities department. Additionally provided, is the document survey of Parcel 11 noting the easement of this new utility. Both documents were used in conjunction with the previous study’s 3D scan of the building to create a schematic plan of the building site extents.

The study continued with a further examination of the city zoning requirements for greenspace, setbacks, parking etc..

Site Zoning: MD-UV

Landscaped Area: 15% at grade and not covered by a building or hardscape must be retained as planted or vegetated area. A reduction of 5% is allowed with the installation of Public Art. There is a public art installation already present on site.

- -Site Acreage $0.4 = 17,424\text{SF} * 10\% = 1,742.4\text{SF}$ greenspace required

Parking: MD districts do not have a limit for Police, Fire or Rescue Stations per table 4-10 (pg148 of Zoning ordinance)

Setbacks: Existing structure conforms.

Build-to Range: 0-15 ft

Building Façade at build-to Percentage: 70%

Side/Rear yard: None

Primary structure height (max): 3 stories not to exceed 40ft

Following the initial due diligence research, MartinRiley developed and evaluated various design concepts for this study. These are documented as an attachment at the conclusion of this study. The three schemes presented at this preliminary meeting were focused on 1) the original footprint with the exclusion of the administrative program. 2) a small addition (in compliance with the city required ordinance) growing the building to the East. 3) A selective demolition of the 2-story portion of the building and replacement with a new

3-story portion in a similar footprint as the original structure.

The third option (focused on demolition and new construction of a 3-story addition) yielded a significant additional usable square footage. The original structure had a usable square footage of 2,350 SF (not including the lower level as this was off limits for renovation). The newly proposed structure would be an addition of approximately 4,710 SF. This would result in an additional 2,360 SF.

The final resulting study focused on the creation of preliminary schematic plans for this addition, as well as, the rearranging of spaces within the existing building remodel. The results of this study are provided as an attachment to this document. Ultimately, this addition solves key issues related to the station.

1. It allows for additional usable square footage on a compact site
2. It removes the “problem” portion of the building (i.e. mold remediation, consistently flooding basement, etc...)
3. It allows for the station to operate closer to modern safety standards for fire departments. Including an “airlock” separation space between the apparatus bay and the living/working quarters of the building
4. It separates program areas that are difficult to isolate acoustically (living space and sleeping/study space)
5. Gear lockers are centralized and no longer split between north/south of building.
6. Current semi-residential style Mechanical systems can be eliminated and updated with a proposed commercial style system. Roof Top Units and partially zoned systems for the new sleeping and living quarters.
7. Full remodel allows for the complete addition of a commercial fire sprinkler system

Improvements to the culverted Jordan River are noted to have greatly improved the flooding hazard on site; however, at the time of this study, the station is reported to have approximately one foot of residual water from previous flooding in the basement. It is with this information, along with the list above, that the early schematic drawings were sent to The Hagerman Group, a general contractor engaged as a consultant by MartinRiley, to assist in providing an Opinion of Probable Cost. This document is included at the end of this



report as an attachment.

The schemes as presented in the attachment show a conservative spatial configuration that does encroach the 10 feet easement for the culvert. Discussions with the City Utilities department have suggested a path to a reduction in easement to 5 feet. The current layout has a generous greenspace allotment and is not expected to exceed the zoning requirements even with the addition of space allotted by the reduction of the easement if pursued.

A final portion of the early schematic design and due diligence resulted in a series of conceptual sketch renderings of what the addition to Station 1 might look like. These are listed in the attachments at the conclusion of this document.

Additionally, throughout the studies, MartinRiley evaluated the conditions of the plumbing civil connection and determined that it is likely that an updated renovation and elimination of the lower level can allow a fully gravity fed system on site.

PROJECT OPINION OF PROBABLE COST BUDGET:

Total Hard Cost	\$5,396,502
Sub-Total (Construction)	\$4,327,466
Escalation	\$259,648 -- 6% (6 months)
Design and Estimating Contingency	\$550,454 -- 12%
Contractor Fee	\$205,503 -- 4%
Contractor Performance and Payment Bond	\$53,431 -- 1%
Project Construction Contingency	\$269,825 -- 5% of hard costs
Soft Costs (Total)	\$723,469
A/E	\$509,969 -- Architect/Engineering fees
FFE	\$200,000 --Furniture, Fixtures, Equipment
Permit	\$1,500 -- State/Local fees
Misc Test/Other	\$12,000 -- Soils, Survey, etc...

TOTAL PROJECT BUDGET **\$6,389,796**

*Note: Values from Hard Costs are further broken out in the attached OPC in attachment #5.

**Note: See attachment #5 for additional Add alternate of \$83,387 for concrete proposal on 4th St.

CONSIDERATIONS AND ADDITIONAL NOTES:

Further investigation regarding the addition of a mezzanine atop the gear storage. Located in the south-west corner of the first floor, the appropriate use of this area in relation to the gear storage space below will be further explored during a schematic design phase of a renovation to Station 1. Further investigation might yield a use of this space as mechanical or additional storage due to height limitations in the space.

Reinstatement of the Fire Pole.

Additional consideration will be required during the schematic design phase of the project in order to determine the best use for the existing fire pole. Notes regarding the pole are listed below.

- NFPA 1500 10.1.8* states, "Stations utilizing poles to provide rapid access to lower floors shall ensure that the area around the pole is secured by a means of a cover, enclosure, or other means to prevent someone from accidentally falling through the pole hole."
- Recommendations for retaining the pole, if desired, entail an ability to provide a "clear space" around the point of exit from the pole as well as an air tight access door from the living quarters to the pole itself. Additionally it is recommended to follow the guidelines set by U.S. Fire Administration, "Safety and Health Consideration for the Design of Fire and Emergency Medical Services Stations," published in May 2018.

ATTACHMENTS:

1. City of Bloomington Jordan River Storm Culvert Reconstruction [...]
2. Site Survey of Easement
3. October 6, 2022 Meeting Presentation (3 scheme investigation)
4. Early Schematic drawings of Addition
5. Opinion of Probable Cost prepared by The Hagerman Group (based upon Early Schematic Plans and previous 2021 study)
6. Concept Sketches of Station 1 Addition

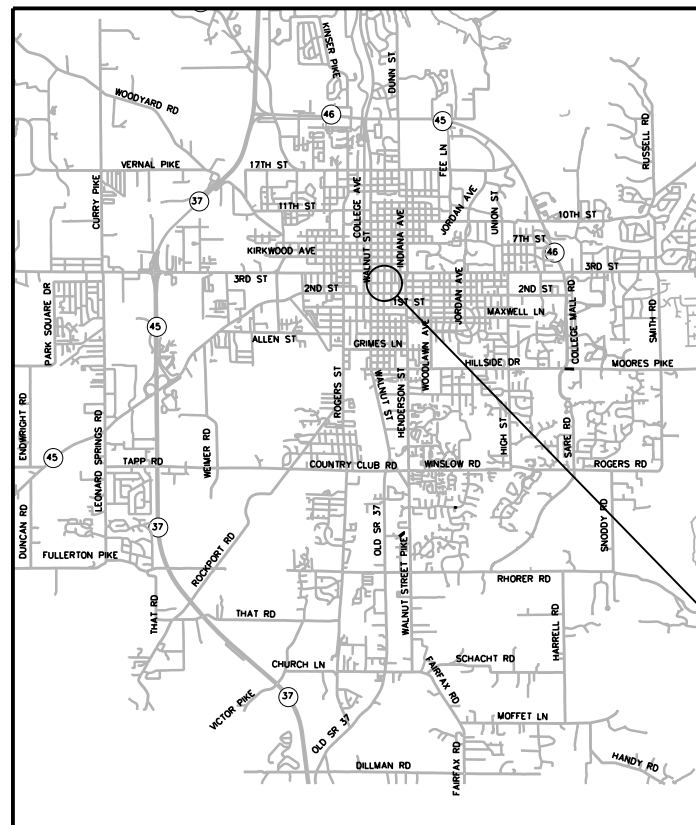


ATTACHMENT 1:

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

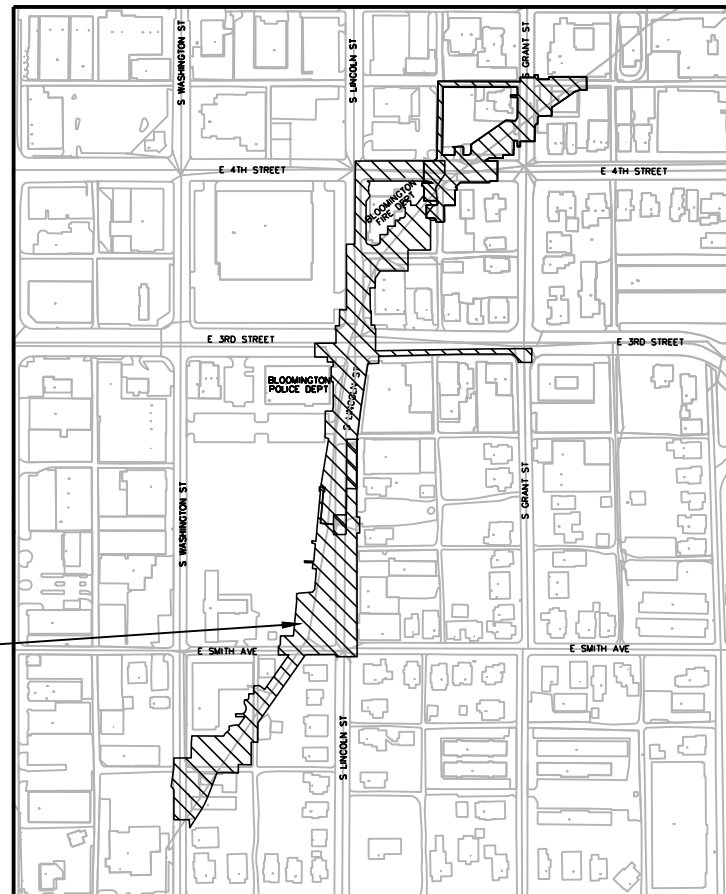
CITY OF BLOOMINGTON JORDAN RIVER STORM CULVERT RECONSTRUCTION 113 SOUTH GRANT TO 423 SOUTH WASHINGTON

CITY OF BLOOMINGTON, INDIANA
OCTOBER 2020



PROJECT LOCATION MAP

SCALE N.T.S.



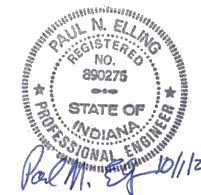
PROJECT SITE MAP

SCALE: N.T.S.

DRAWING NO.	SHEET NO.	TITLE
-	1	TITLE SHEET
G1-1 TO G2-1	2-3	CIVIL LEGEND / GENERAL NOTES
E1-1 TO E1-2	4-5	EASEMENT AND PROPERTY USE PLAN
L1-1 TO L1-2	6-7	CULVERT LAYOUT AND GEOMETRICS
AL1-1 TO AL1-2	8-9	SITE LAYOUT AND GEOMETRICS
EC-1 TO EC-6	10-15	EROSION CONTROL
CK-1 TO CK-2	16-17	SHEET LAYOUT OVERVIEW
CRU-1 TO CRU-7	18-24	BURIED UTILITY REMOVAL PLANS
CRS-1 TO CRS-7	25-31	SURFACE REMOVAL PLANS
CU-1 TO CU-10	32-41	PLAN AND PROFILE: PROPOSED SANITARY SEWER AND FORCEMAIN
CP-1 TO CP-8	41-49	PLAN AND PROFILE: PROPOSED CULVERT, STORM SEWER, & WATER
SR-1 TO SR-7	50-56	SURFACE RESTORATION PLANS
PM-1 TO PM-7	57-63	PAVEMENT MARKING AND SIGNAGE PLANS
CD-1 TO CD-4	64-67	CURB RAMP DETAILS
TS-1	68	TRAFFIC SIGNAL PLAN
M-1 TO M-5	69-73	MISCELLANEOUS DETAILS
MTRAF-1 TO MTRAF-12	74-85	MAINTENANCE OF TRAFFIC PLANS
S-1 TO S-13	86-99	CULVERT STRUCTURE AND OTHER STRUCTURAL DETAILS
CS-1 TO CS-35	100-134	CROSS SECTIONS

CERTIFIED: PAUL N. ELLING, P.E.

DATE: 10-1-2020



PREPARED BY

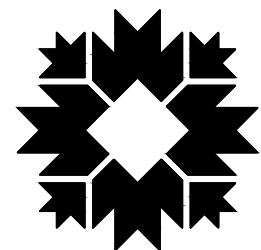


101 WEST OHIO STREET, SUITE 820
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TELEPHONE.....(317) 267-8200

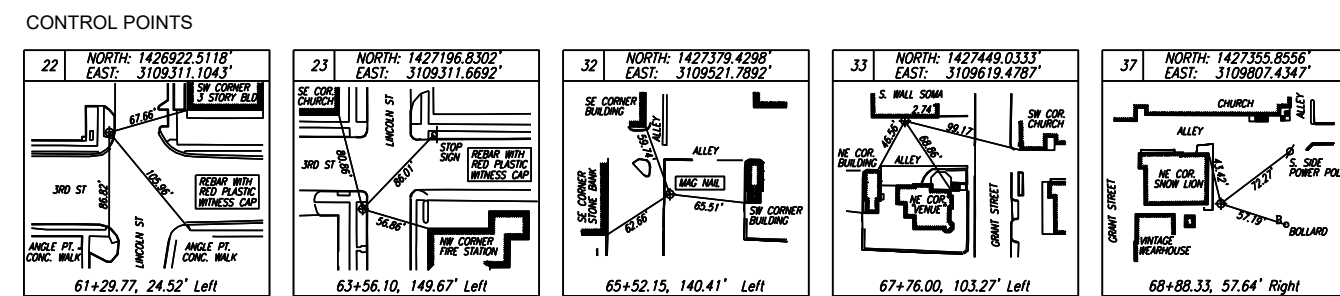
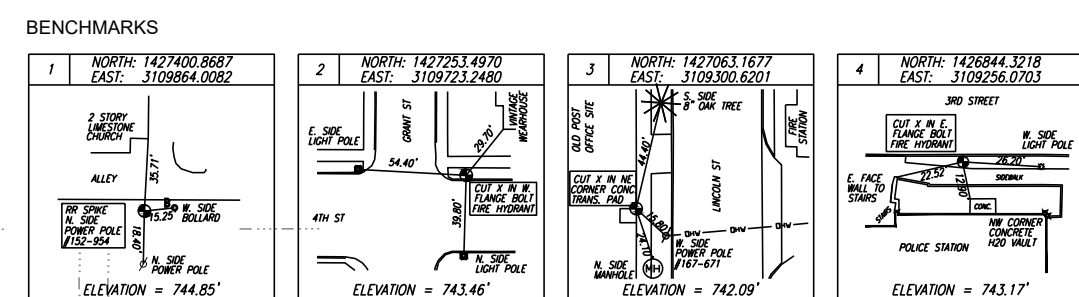
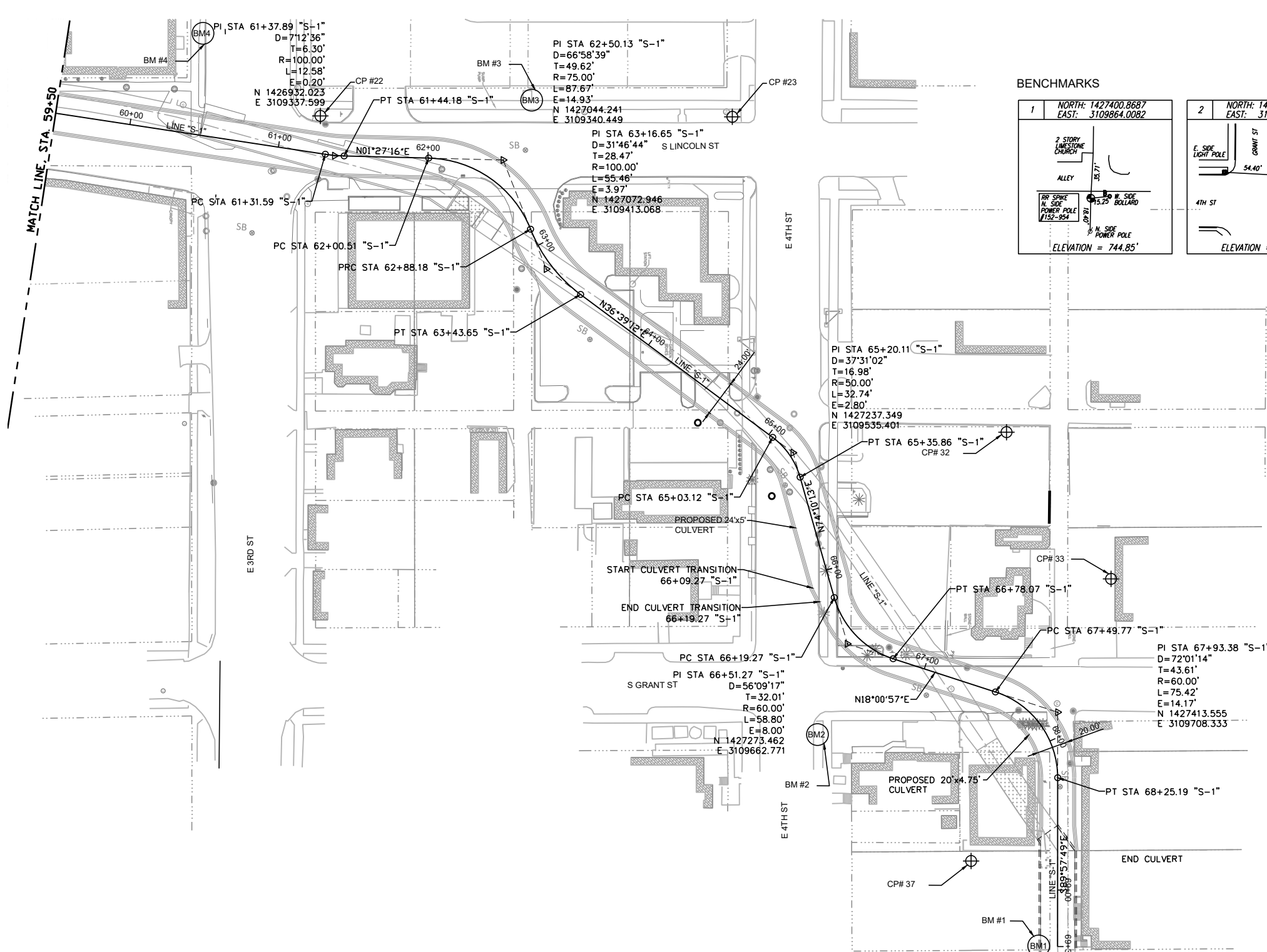
FAX.....(317) 267-8201

PROJECT NO.....12594



PREPARED FOR

CITY OF BLOOMINGTON
UTILITIES - STORM / SANITARY / WATER IMPROVEMENTS



Revision Number	Revision Description	Date
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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

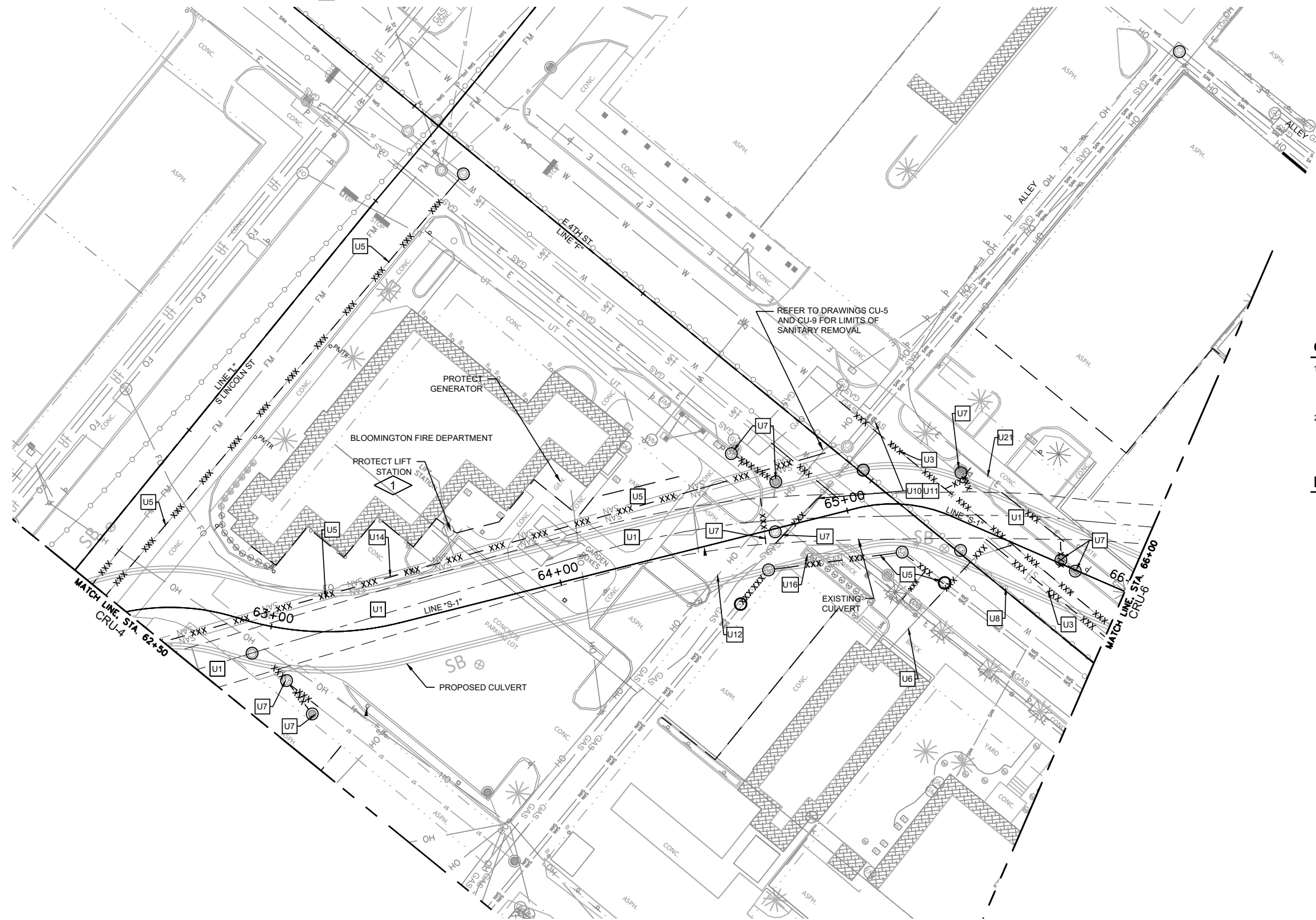
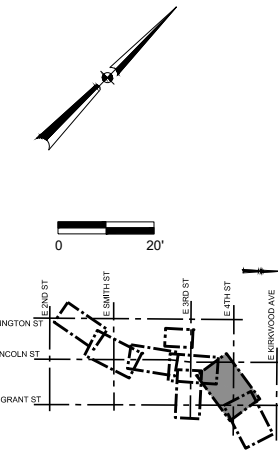
CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
CULVERT LAYOUT AND GEOMETRICS



Sheet No. 007
 Drawing No.

UTILITY REMOVALS:

- U1 EXISTING CULVERT REMOVAL
- U3 EXISTING WATER MAIN REMOVAL
- U5 EXISTING SANITARY SEWER REMOVAL, INCLUDES STRUCTURES
- U6 EXISTING SANITARY LATERAL RECONSTRUCT
- U7 EXISTING STORM SEWER REMOVAL, INCLUDING STRUCTURES
- U8 PREVIOUSLY ABANDONED UTILITY, REMOVE AS NEEDED
- U10 EXISTING GAS LINE TO BE REMOVED AFTER ABANDONMENT
- U11 EXISTING GAS LINE TO BE RELOCATED BY OTHERS
- U12 EXISTING OVERHEAD LINES TO BE PROTECTED
- U14 EXISTING CITY OF BLOOMINGTON FIBER OPTIC CONDUITS AND LINE TO BE REMOVED AND REPLACED
- U16 EXISTING ELECTRICAL VAULT, REMOVE AND REPLACE
- U21 EXISTING UNDERGROUND ELECTRIC TO BE RELOCATED BY OTHERS



GENERAL NOTES:

- WATER AND SEWER SERVICE LINES WHICH ARE REPLACED WITH NEW SERVICE LINES ARE TO BE ABANDONED/REMOVED AS REQUIRED. PLUG ENDS OF SERVICE LINES ABANDONED IN PLACE. REMOVE ABANDONED METER PITS AND METERS.
- REMOVE ALL UTILITY CASTINGS FOR UTILITY LINES WHICH ARE TO BE ABANDONED. FILL ALL STRUCTURES TO BE ABANDONED WITH SAND.

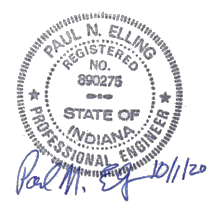
PLAN NOTES:

- CONSTRUCT NEW FORCEMAIN PER DRAWING CU-5. PROVIDE TEMPORARY BYPASS PIPING PRIOR TO REMOVAL OF EXISTING SANITARY SEWER.

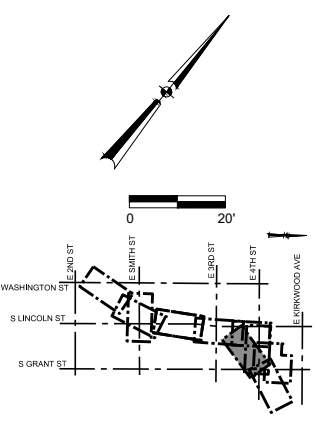
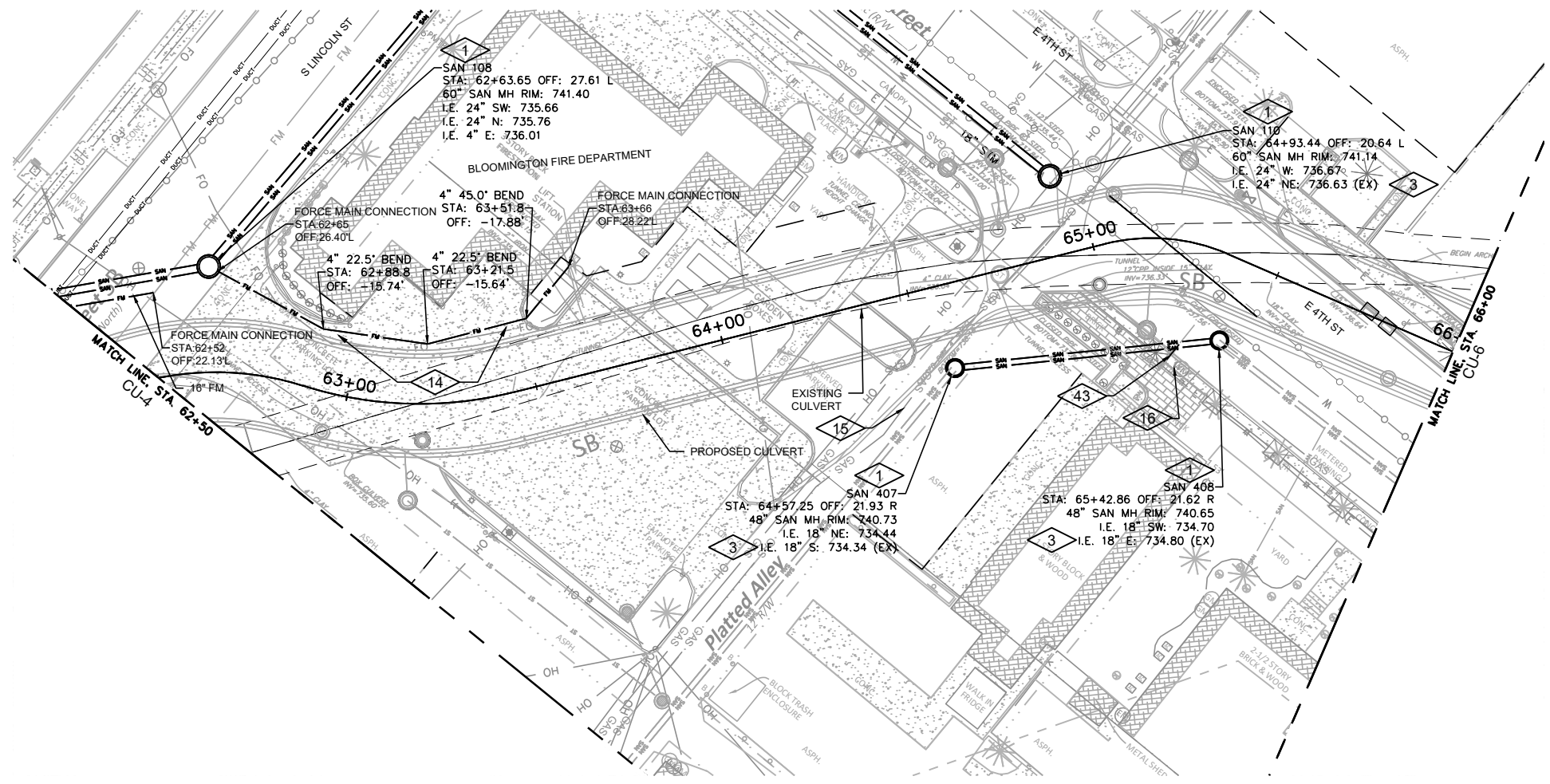
Revision Number	Revision Description	Drawn By	Checked By	Date

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

CITY OF BLOOMINGTON
JORDAN RIVER STORM CULVERT RECONSTRUCTION
113 SOUTH GRANT TO 423 SOUTH WASHINGTON
BLOOMINGTON, INDIANA
PLAN VIEW
BURIED UTILITY REMOVALS



DONOHUE
Sheet No. 022
Drawing No. CRU-5

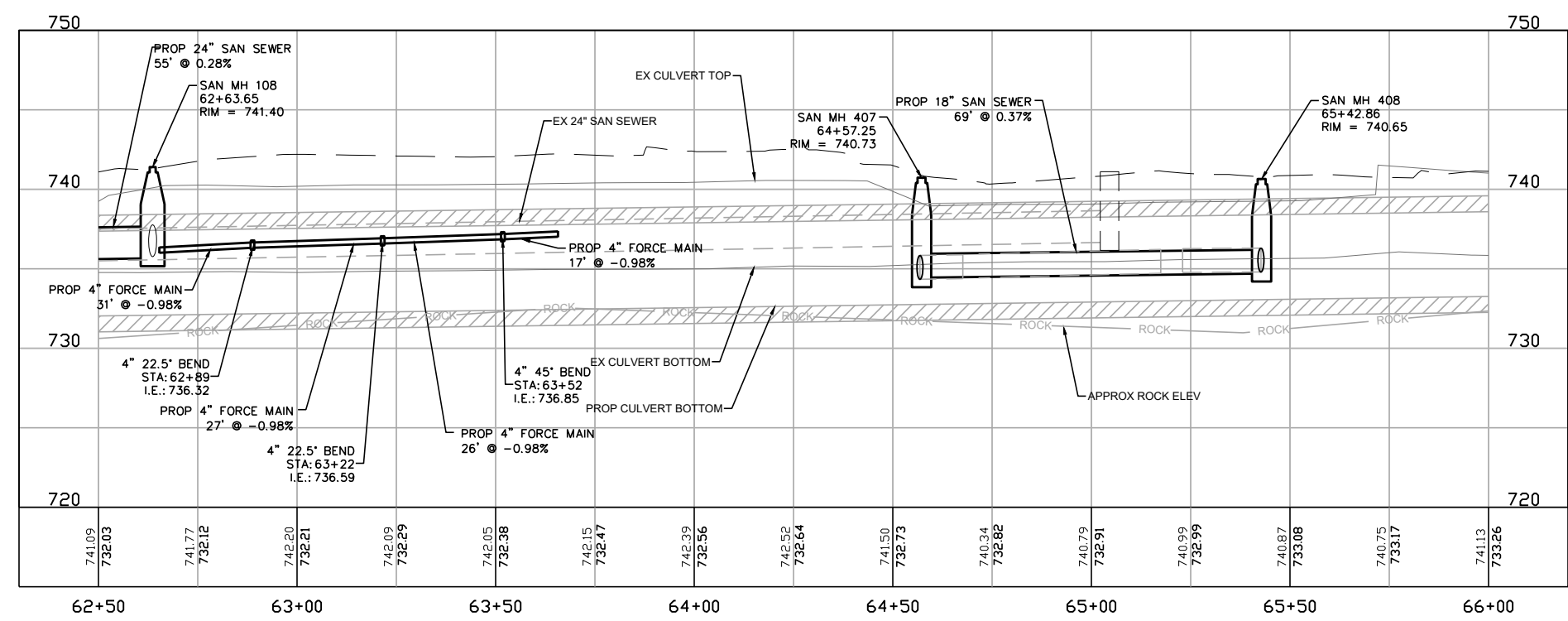


GENERAL NOTES:

- 1. ALL EXISTING PIPING AND UTILITIES SHALL BE FIELD VERIFIED FOR LOCATION AND ELEVATION. CONTACT ENGINEER IF UNKNOWN CONFLICTS EXIST.
- 2. INSTALL PIPING WITH APPROPRIATE TRENCHING, BEDDING, AND BACKFILL REQUIREMENTS. SEE (C500) (C506) (C507)
- 3. RESTORE ALL DAMAGED TURF AREAS WITH SEED AND MULCH. SEE (C050)
- 4. GRAVITY PIPING WHICH CROSSES THE PROPOSED ALIGNMENT SHALL BE REPAIRED IN ACCORDANCE WITH DETAIL. SEE (C301)
- 5. PROVIDE RESTRAINED JOINTS AT ALL FORCE MAIN BENDS AND DEFLECTIONS.
- 6. GAS, ELECTRIC, TELEPHONE, FIBER, STORM, WATER, AND PREVIOUSLY ABANDONED UTILITIES NOT SHOWN IN PROFILE VIEW.

PLAN NOTES:

- 1. SANITARY MANHOLE PER DETAIL (C201)
- 3. CONNECT EXISTING PIPE TO PROPOSED SANITARY STRUCTURE
- 14. PROTECT EXISTING TELEPHONE/FIBER FACILITIES
- 15. PROTECT EXISTING GAS LINE UNTIL ABANDONED.
- 16. PROTECT EXISTING WATER LINE UNTIL NEW WATER SERVICE LINE IS IN SERVICE.
- 8. PROVIDE NEW 6-IN SDR-26 SANITARY LATERAL CONNECTION TO SEWER.



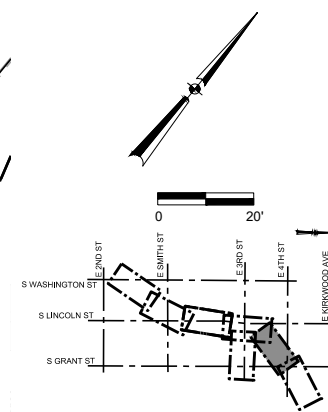
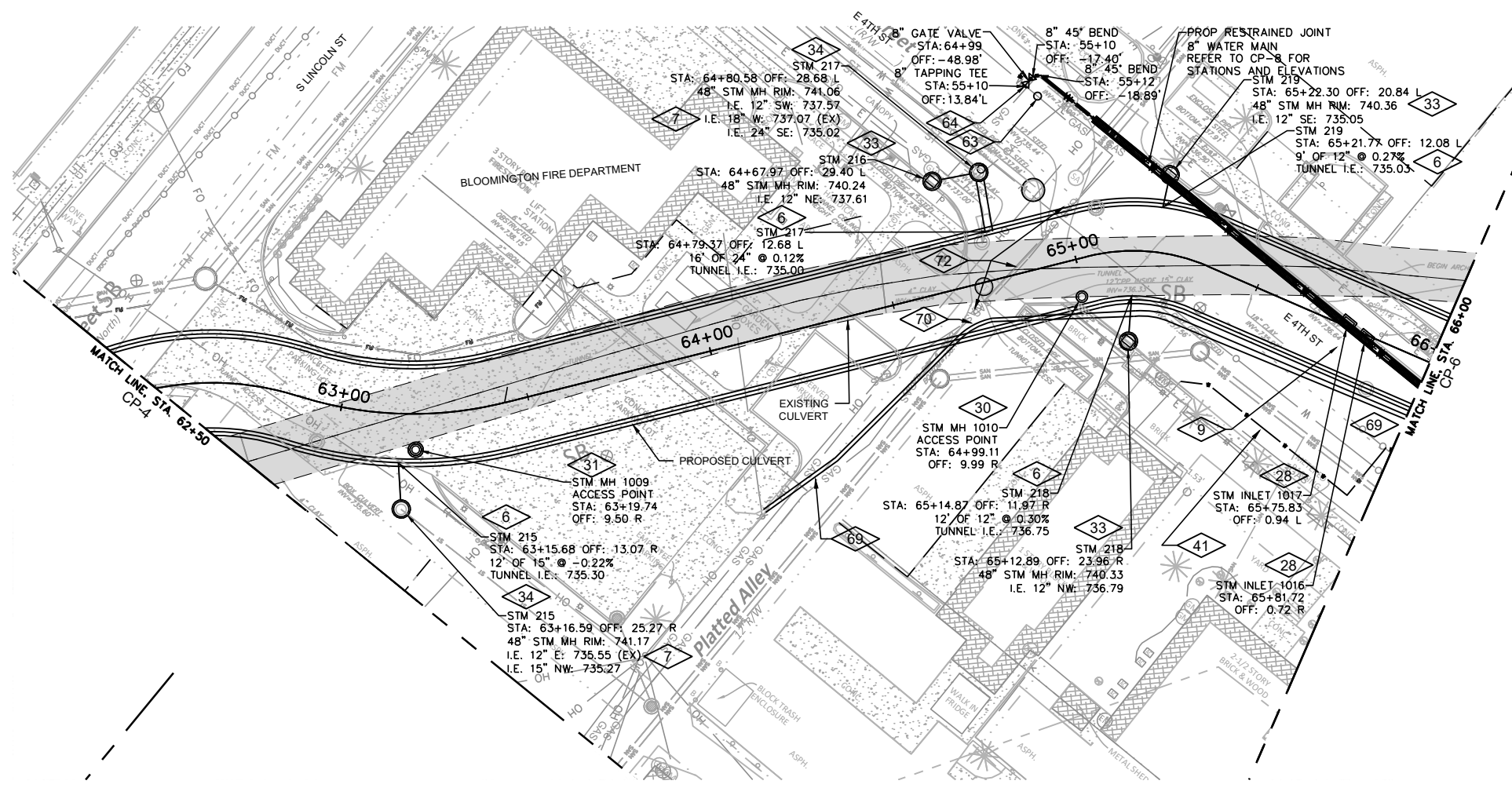
Revision Number	Revision Description	Checked By	Date

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

CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
**PLAN & PROFILE
 PROPOSED SANITARY SEWER & FORCE MAINS**

DONOHUE
 Sheet No. 036
 Drawing No. CU-5



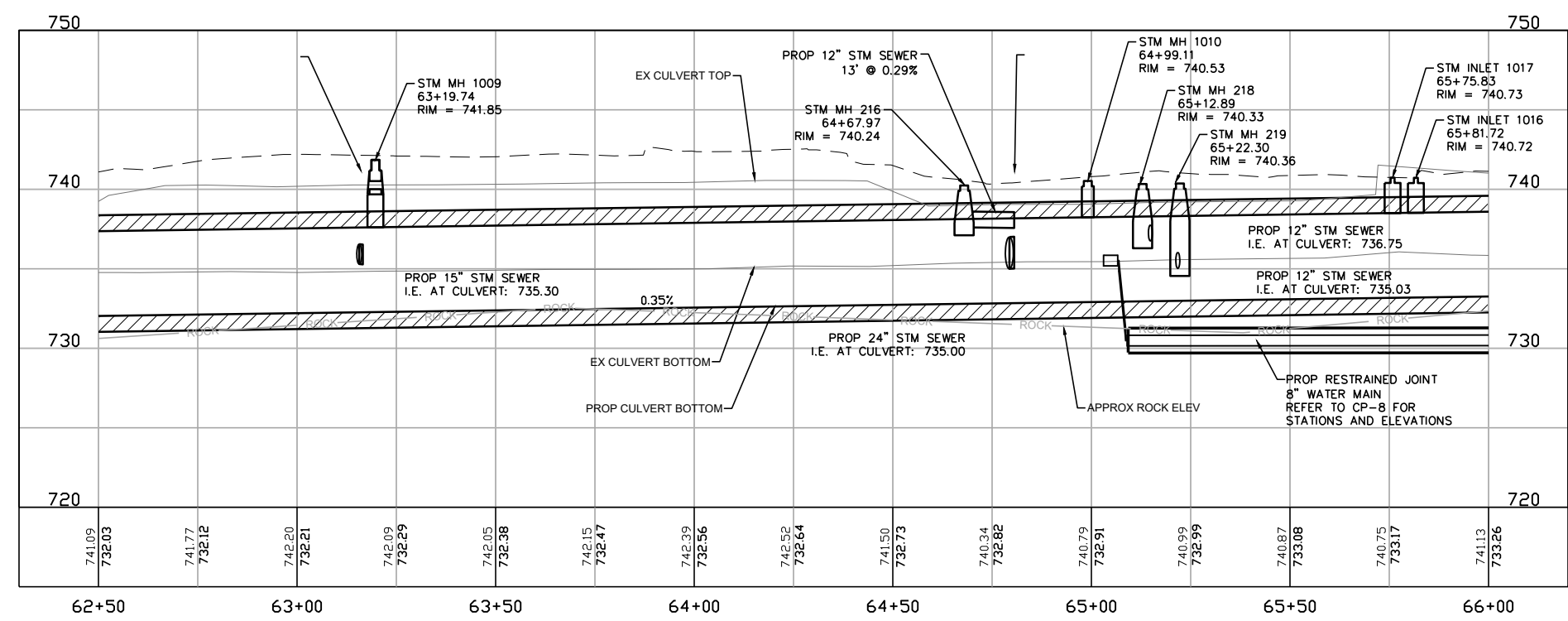


GENERAL NOTES:

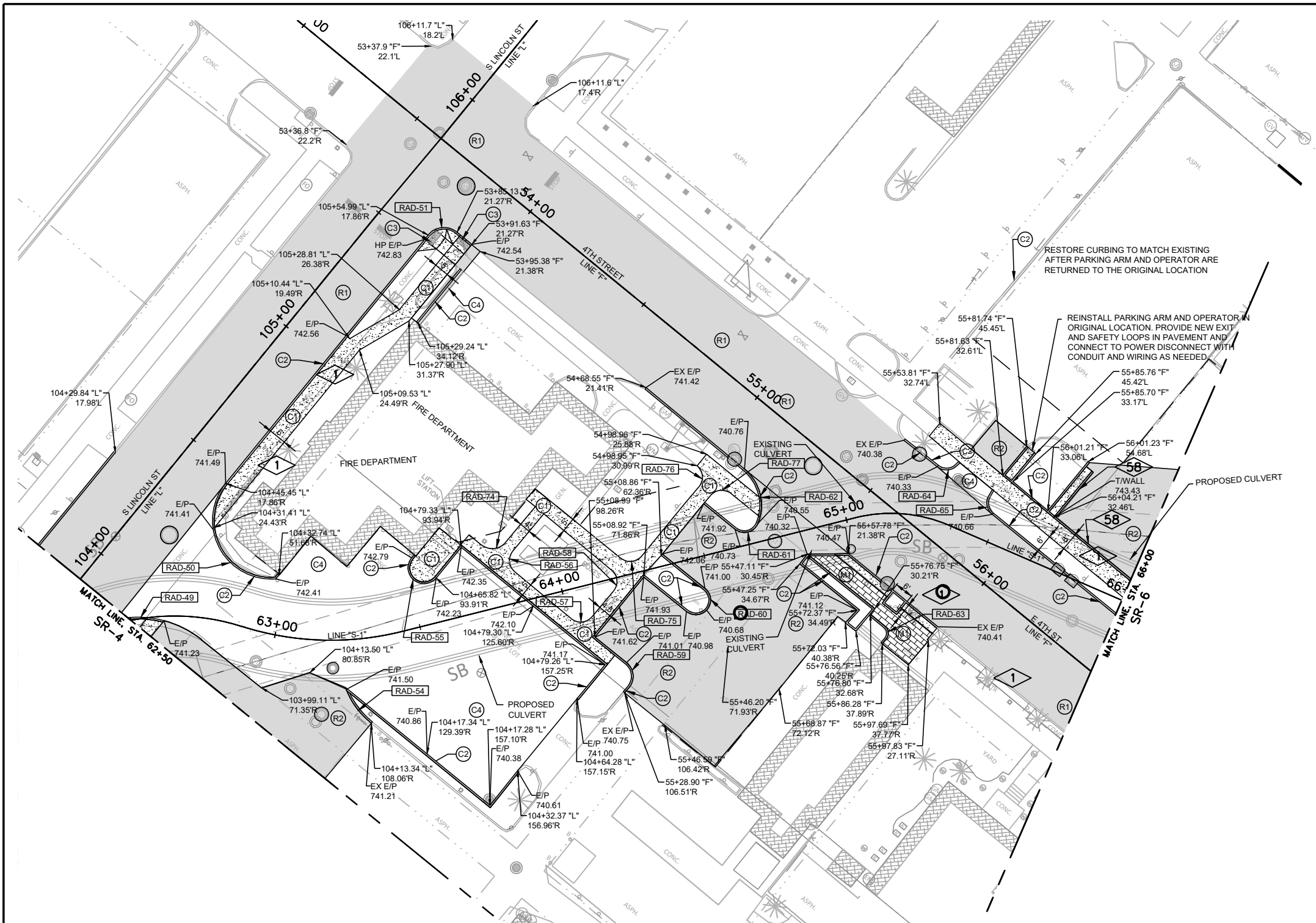
1. ALL EXISTING PIPING AND UTILITIES SHALL BE FIELD VERIFIED FOR LOCATION AND ELEVATION. CONTACT ENGINEER IF UNKNOWN CONFLICTS EXIST.
2. INSTALL PIPING WITH APPROPRIATE TRENCHING, BEDDING, AND BACKFILL REQUIREMENTS. SEE (C500 C506 C507)
3. RESTORE ALL DAMAGED TURF AREAS WITH SEED AND MULCH. SEE (C050)
4. GRAVITY PIPING WHICH CROSSES THE PROPOSED ALIGNMENT SHALL BE REPAIRED IN ACCORDANCE WITH DETAIL. SEE (C301)
5. PROVIDE RESTRAINED JOINTS AT ALL BENDS AND DEFLECTIONS.

PLAN NOTES:

6. CONNECT STORM SEWER TO PROPOSED CULVERT
7. CONNECT EXISTING PIPE TO PROPOSED STORM STRUCTURE
9. STEEL CASING PIPE AND CARRIER PIPE PER DETAIL (C540)
28. NEW TYPE "10" CASTING, ON MODIFIED INLET TYPE "J", ON 2-FT X 3-FT CULVERT OPENING
30. NEW TYPE "4" CASTING, ON 2-FT DIAMETER MANHOLE, ON 2-FT DIAMETER CULVERT OPENING
31. NEW TYPE "4" CASTING, ON 2-FT X 3-FT X 18-IN CONCENTRIC CONE, ON 3-FT DIAMETER MANHOLE, ON 3-FT DIAMETER CULVERT OPENING
33. NEW TYPE "10" CASTING, ON MANHOLE TYPE "C" WITH FLAT TOP LID
34. NEW TYPE "4" CASTING, ON MANHOLE TYPE "C"
41. NEW 2-IN WATER SERVICE LINE, WATER METER AND BOX, AND UNIONS.
63. INSTALL 8-INCH LINE STOP AND CAP LIVE WATERMAIN AFTER NEW WATERMAIN IS IN OPERATION.
64. PROVIDE HOT TAP CONNECTION TO EXISTING WATERMAIN UTILIZING A TAPPING SLEEVE AND VALVE AS SHOWN.
69. 2-6" DUCTS SUPPLIED BY AND INSTALLED BY DUKE AND 2-4" DUCTS SUPPLIED BY AND INSTALLED BY COMCAST DURING CULVERT CONSTRUCTION. DUCTS MAY BE IMMEDIATELY ADJACENT OF CULVERT UNLESS CROSSING UNDER. CONTRACTOR TO COORDINATE AS REQUIRED FOR SCHEDULE. USE LONG SWEEP ELBOWS AT ALL BENDS. UTILITY RESPONSIBLE FOR ADDITIONAL EXCAVATION THAT MAY BE NEEDED TO INSTALL DUCTS.
70. INSTALL 2-6" AND 2-4" DUCTS UNDER CULVERT TO STAY WITHIN EXISTING RIGHT OF WAY. DUCTS MAY BE PLACED 6" BELOW BASE SLAB.
72. CONTRACTOR TO COORDINATE WITH GAS COMPANY FOR RELOCATION OF GAS LINES DURING CONSTRUCTION.



Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-CP-1.DWG
Project No.	12594
Project Date	10/01/20
<p>CITY OF BLOOMINGTON JORDAN RIVER STORM CULVERT RECONSTRUCTION 113 SOUTH GRANT TO 423 SOUTH WASHINGTON BLOOMINGTON, INDIANA</p> <p>PLAN & PROFILE PROPOSED CULVERT, STORM SEWER, & WATER</p>	
Sheet No.	046
Drawing No.	CP-5



GENERAL NOTES:

- ALL DIMENSIONS REFERENCING CURBLINE ARE TO THE FACE OF CURB.
- ALL DIMENSIONS ARE BASED ON THE ROW WIDTH. SOME BUILDINGS MAY NOT BE AT THE ROW LINE. ADJUST FEATURE DIMENSIONS TO MATCH BUILDING FACES.
- ADJUST SIDEWALK GRADES AT ALL DRIVEWAY LOCATIONS TO MATCH DRIVEWAY ELEVATIONS AT TIE IN POINTS. SIDEWALK RAMPS MAY BE REQUIRED BUT ARE NOT SHOWN ON THE PLANS. SIDEWALK RAMP SLOPE SHALL NOT EXCEED 12:1.
- ADJUST ALL EXISTING UTILITY CASTINGS WHICH ARE TO REMAIN IN SERVICE TO FINAL GRADE.
- ALL DIMENSIONS REFERENCING SIDEWALK WIDTH ADJACENT TO CURB ARE FROM BACK OF CURB TO BACK OF WALK.
- SIDEWALK REPLACEMENT SECTIONS SHALL MATCH THE EXISTING WIDTH OF ADJACENT SECTIONS UNLESS OTHERWISE SHOWN ON THE PLANS.
- ALL DISTURBED AREAS OUTSIDE OF DEFINED PAVEMENT LIMITS SHALL BE RESTORED WITH 3-IN OF TOPSOIL AND MULCHED SEEDING, U.
- A SIDEWALK CROSSING SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN ON DRAWING CD1 ANYWHERE A SIDEWALK CROSSES A RESIDENTIAL OR COMMERCIAL DRIVEWAY WITHOUT YIELD OR STOP CONTROL.

PROPOSED MISCELLANEOUS CONCRETE

- (C1) CONCRETE SIDEWALK, 4" PER MISCELLANEOUS DETAILS (ADJUST GRADE AT DRIVEWAYS TO MATCH DRIVEWAY GRADES)
- (C2) CONCRETE BARRIER CURB
- (C3) CONCRETE CURB RAMP
- (C4) PCCP FOR APPROACHES

PROPOSED PAVING

- (R1) 165 LBS/SY HMA SURFACE TYPE B, 9.5 MM ON 275 LBS/SY HMA INTERMEDIATE TYPE B, 19.0 MM ON 440 LBS/SY HMA BASE TYPE B, 25.0 MM ON 6" COMPACTED AGREGATE, NO. 53 BASE
- (R2) 165 LBS/SY HMA SURFACE TYPE B, 9.5 MM ON 275 LBS/SY HMA INTERMEDIATE TYPE B, 19.0 MM ON 6" COMPACTED AGREGATE, NO. 53 BASE
- (R3) 12" #53 COMPACTED AGGREGATE

PLAN NOTES:

- COORDINATE WITH BLOOMINGTON PARKING ENFORCEMENT FOR REINSTALLATION OF PARKING METERS. CONTRACTOR SHALL INSTALL SUPPORT POSTS AND BASE PER CITY REQUIREMENTS AND PARKING ENFORCEMENT WILL INSTALL THE PARKING METERS.
- NEW ALLAN BLOCK MODULAR BLOCK WALL WITH SPLIT FACE PATTERN AND SOLID CAP. COORDINATE WITH BLOOMINGTON FOR FINAL APPROVAL. WALL SHALL MATCH EXISTING WALL LOCATION, AND HEIGHT DIMENSIONS. FOUNDATION PER MANUFACTURERS RECOMMENDATION. REINSTALL SALVAGED PARKING BUMPERS 3 FEET FROM TOP OF WALL.

CURB NO.	RADIUS	STARTING STA.OFF	ENDING STA.OFF	RAD. PT. STA.OFF	CURB NO.	RADIUS	STARTING STA.OFF	ENDING STA.OFF	RAD. PT. STA.OFF
RAD-49	35.0'	103+67.87 "L", 10.72 RT	103+98.94 "L", 45.25 RT	103+63.94 "L", 45.50 RT	RAD-59	6.0'	55+22.87 "F", 98.14 RT	55+28.92 "F", 104.22 RT	55+22.92 "F", 104.14 RT
RAD-50	20.0'	104+45.45 "L", 17.86 RT	104+30.96 "L", 51.66 RT	104+45.44 "L", 37.86 RT	RAD-60	5.0'	55+27.65 "F", 71.71 RT	55+27.57 "F", 61.63 RT	55+27.61 "F", 66.67 RT
RAD-51	7.0'	105+54.99 "L", 17.86 RT	105+62.09 "L", 24.77 RT	105+55.09 "L", 24.86 RT	RAD-61	5.0'	55+22.68 "F", 39.51 RT	55+27.45 "F", 33.11 RT	55+22.65 "F", 34.51 RT
RAD-53	2.5'	105+51.24 "L", 28.30 RT	105+51.28 "L", 33.30 RT	105+51.26 "L", 30.80 RT	RAD-62	16.0'	55+27.45 "F", 33.11 RT	55+12.16 "F", 21.60 RT	55+12.10 "F", 37.60 RT
RAD-54	26.0'	104+17.33 "L", 93.48 RT	104+13.34 "L", 108.06 RT	104+39.44 "L", 107.15 RT	RAD-63	3.0'	55+83.25 "F", 32.68 RT	55+86.26 "F", 35.65 RT	55+83.26 "F", 35.68 RT
RAD-55	5.5'	104+65.84 "L", 83.08 RT	104+65.82 "L", 93.91 RT	104+65.83 "L", 88.50 RT	RAD-64	5.0'	55+62.54 "F", 20.73 LT	55+67.50 "F", 25.45 LT	55+62.51 "F", 25.73 LT
RAD-56	5.0'	54+68.74 "F", 93.31 RT	54+73.71 "F", 93.35 RT	54+73.74 "F", 93.35 RT	RAD-65	5.0'	55+87.33 "F", 20.02 LT	55+82.38 "F", 24.25 LT	55+87.32 "F", 25.02 LT
RAD-57	5.0'	54+98.82 "F", 98.51 RT	55+03.86 "F", 93.51 RT	54+98.86 "F", 93.51 RT	RAD-74	6.0'	54+58.88 "F", 98.52 RT	54+64.96 "F", 92.52 RT	54+58.96 "F", 92.52 RT
RAD-58	5.0'	55+03.98 "F", 82.06 RT	54+99.02 "F", 77.01 RT	54+98.98 "F", 82.01 RT	RAD-75	5.0'	54+98.87 "F", 71.86 RT	55+03.85 "F", 66.86 RT	54+98.85 "F", 66.86 RT
					RAD-76	5.0'	55+03.96 "F", 36.06 RT	54+98.95 "F", 30.99 RT	54+98.96 "F", 35.99 RT
					RAD-77	5.0'	55+08.94 "F", 35.98 RT	55+13.93 "F", 30.97 RT	55+13.94 "F", 35.97 RT

MISCELLANEOUS

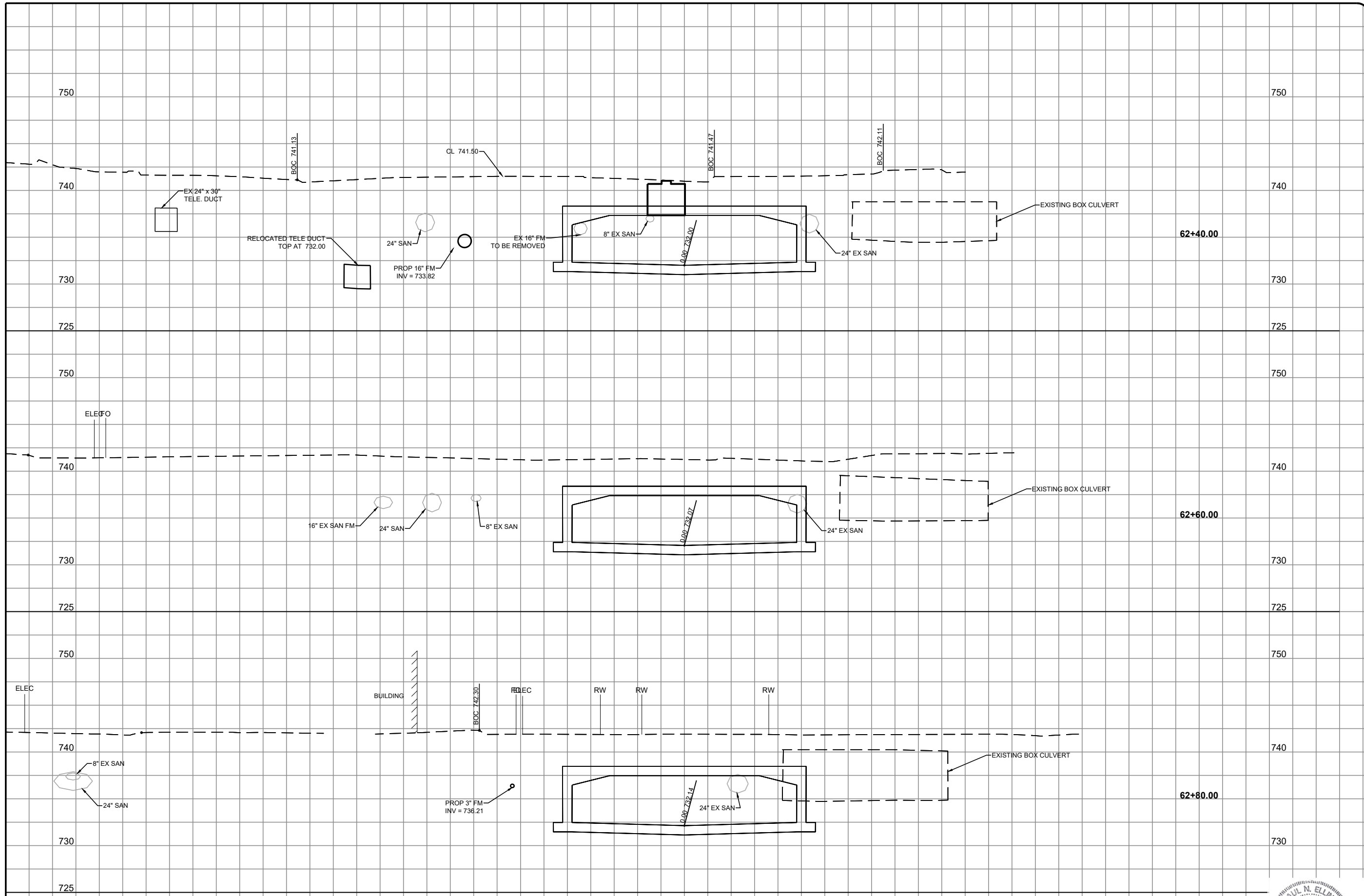
- (M1) BRICK PAVERS (SEE SHEET CD1-B)

Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-SR-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

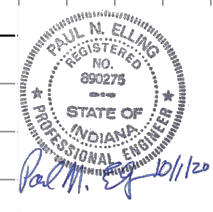
SURFACE RESTORATION PLAN

Sheet No. **054**
Drawing No. **SR-5**



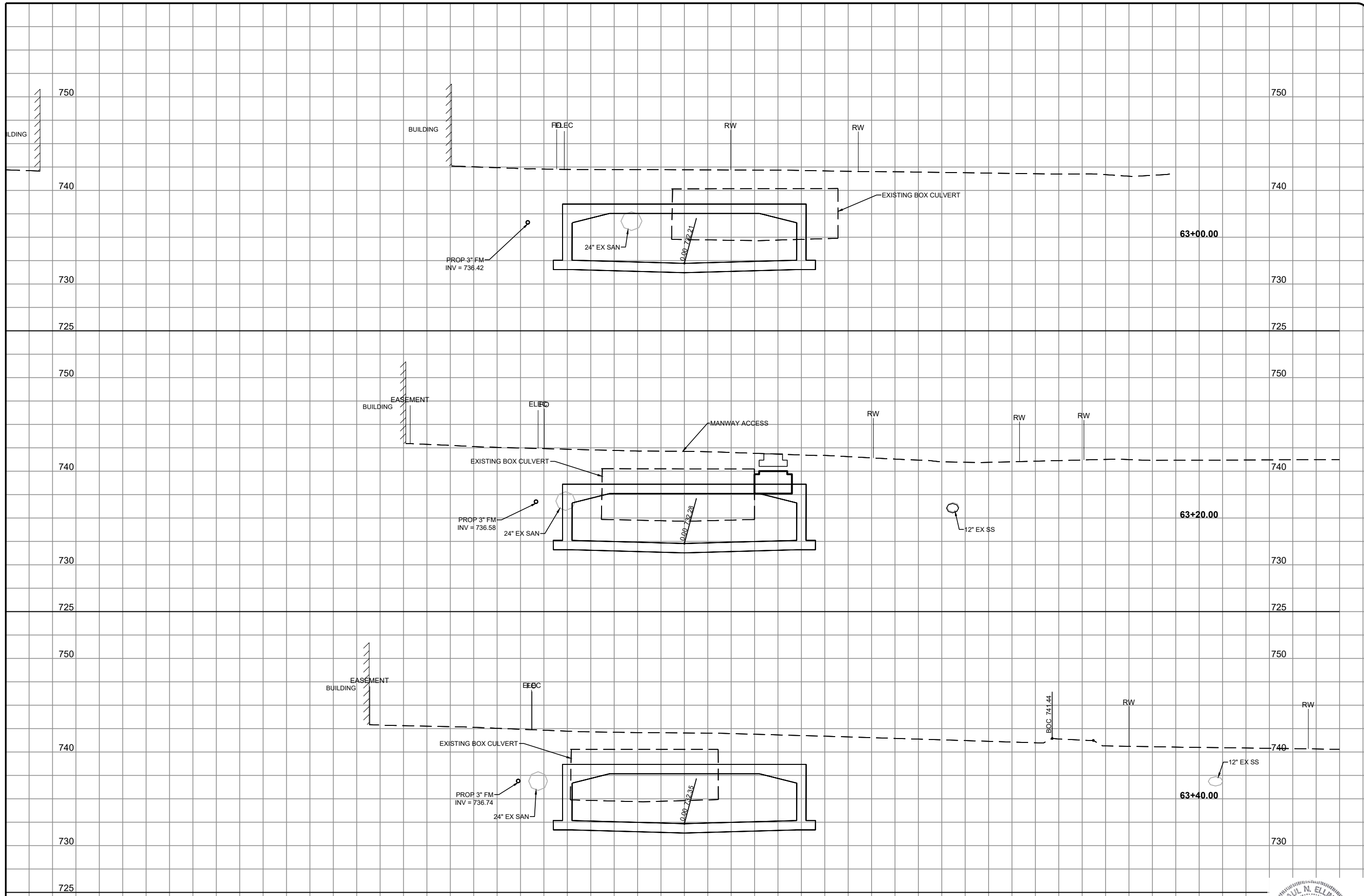
Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

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



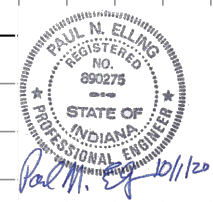
DONOHUE

Sheet No. 122
 Drawing No. CS-23



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

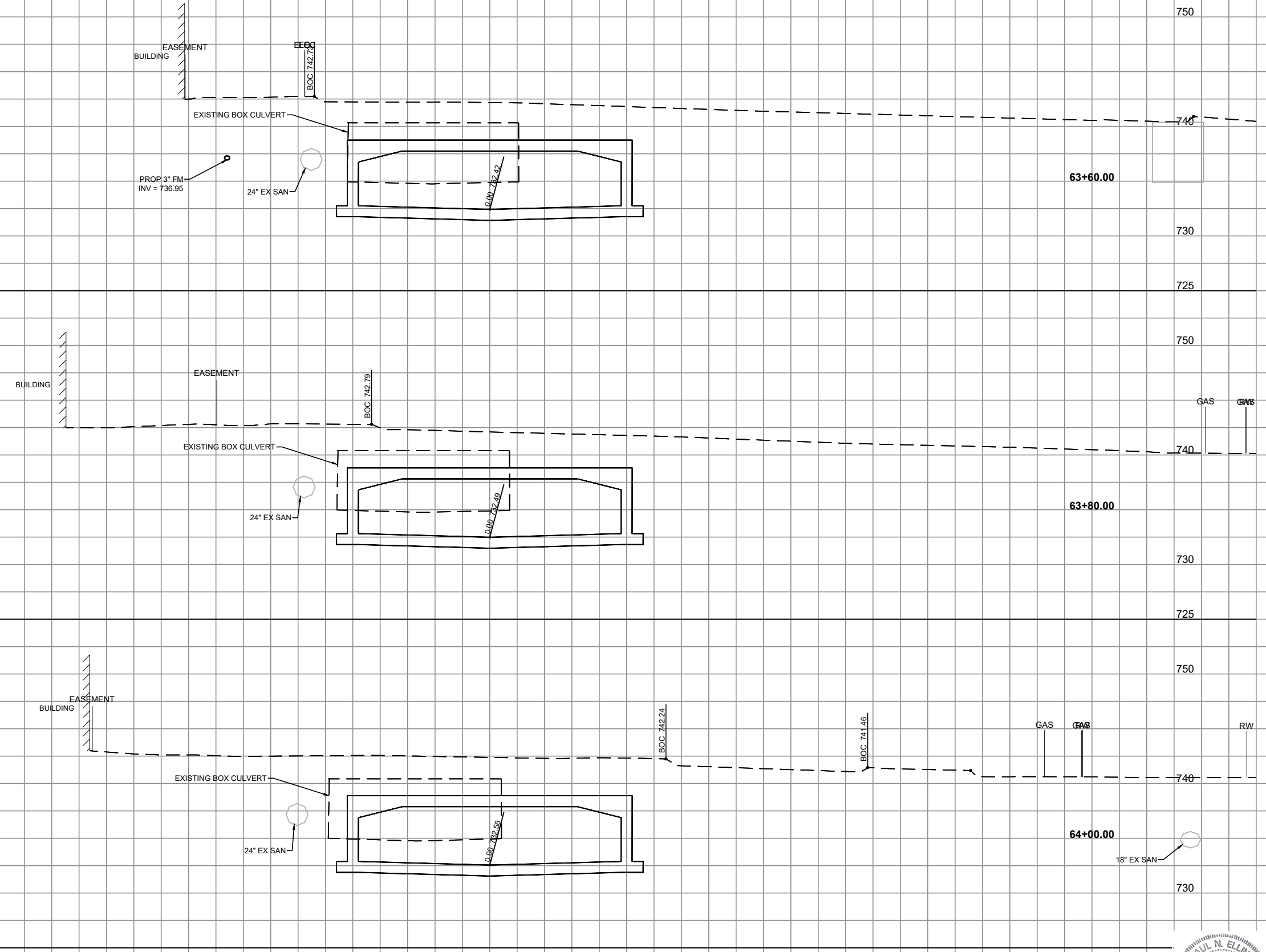
CITY OF BLOOMINGTON
 JORDAN RIVER STORM CULVERT RECONSTRUCTION
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON
 BLOOMINGTON, INDIANA
CROSS SECTIONS



DONOHUE

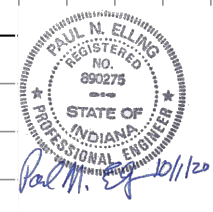
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 Drawing No. CS-24

750
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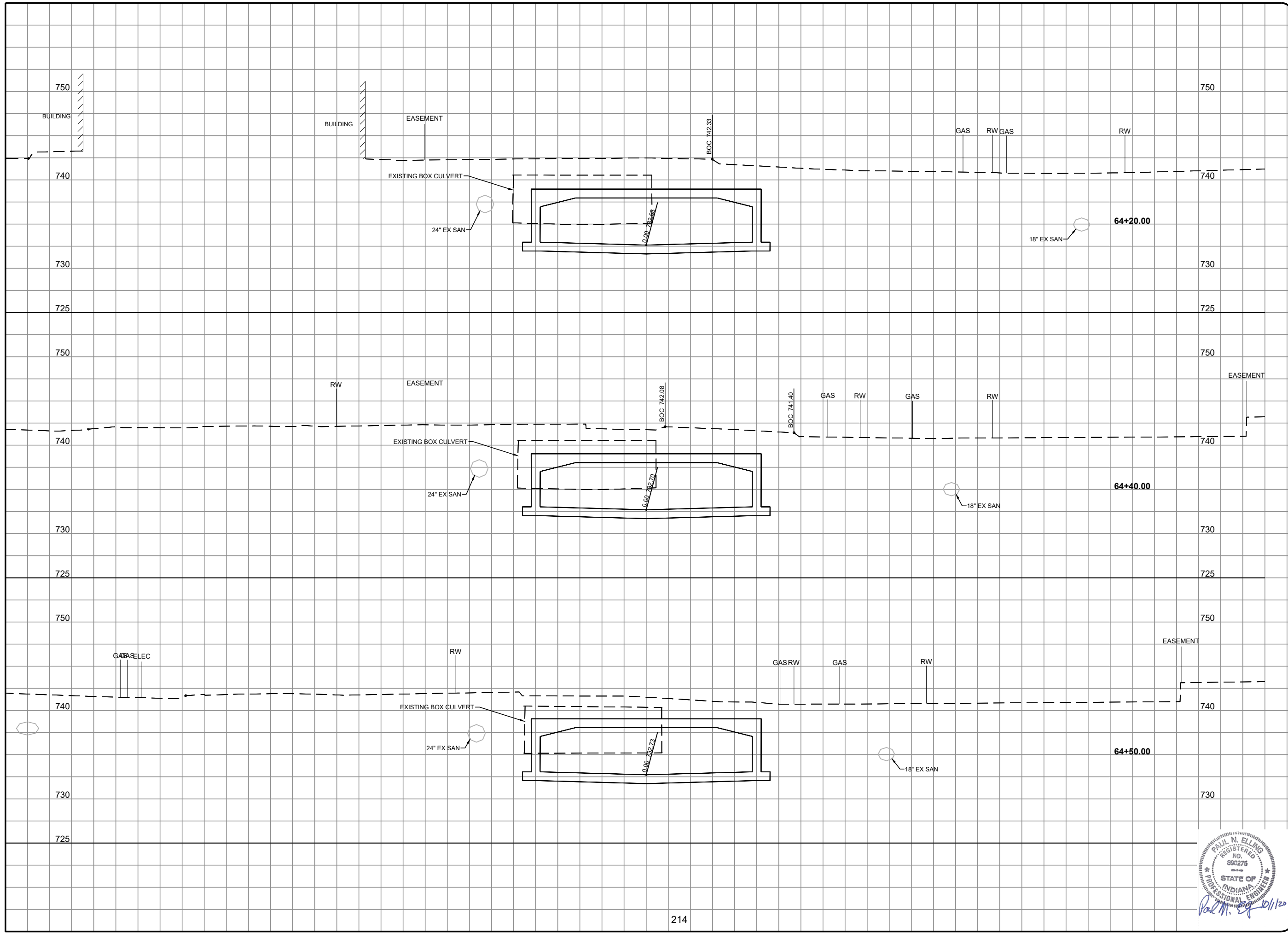
Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

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



DONOHUE

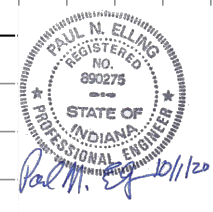
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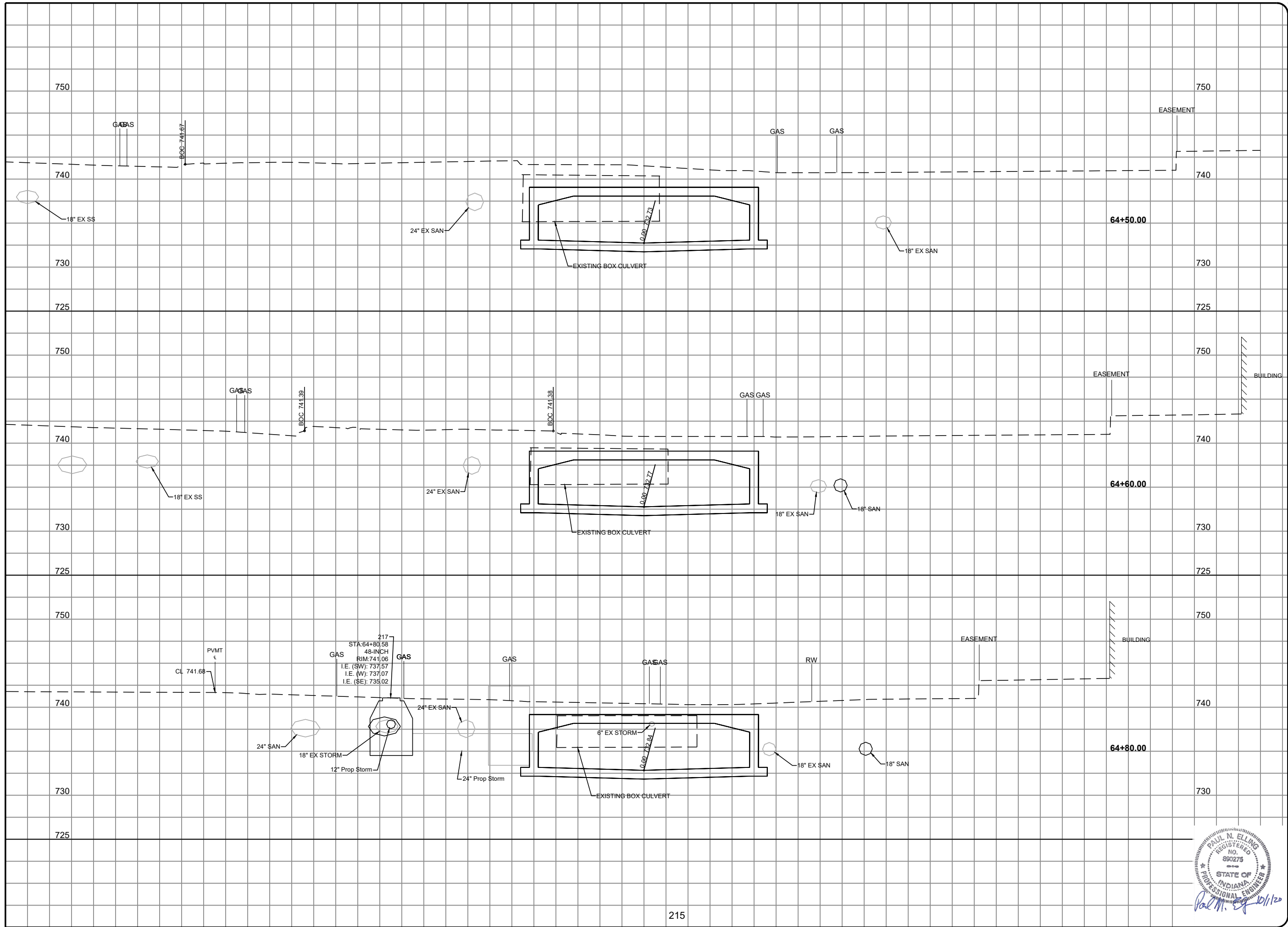
Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

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

CROSS SECTIONS




Sheet No.	125
Drawing No.	CS-26

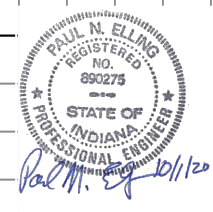


Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-3
Project No.	12594
Project Date	10/01/20

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



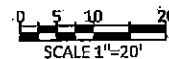
Sheet No. 126
 Drawing No. CS-27





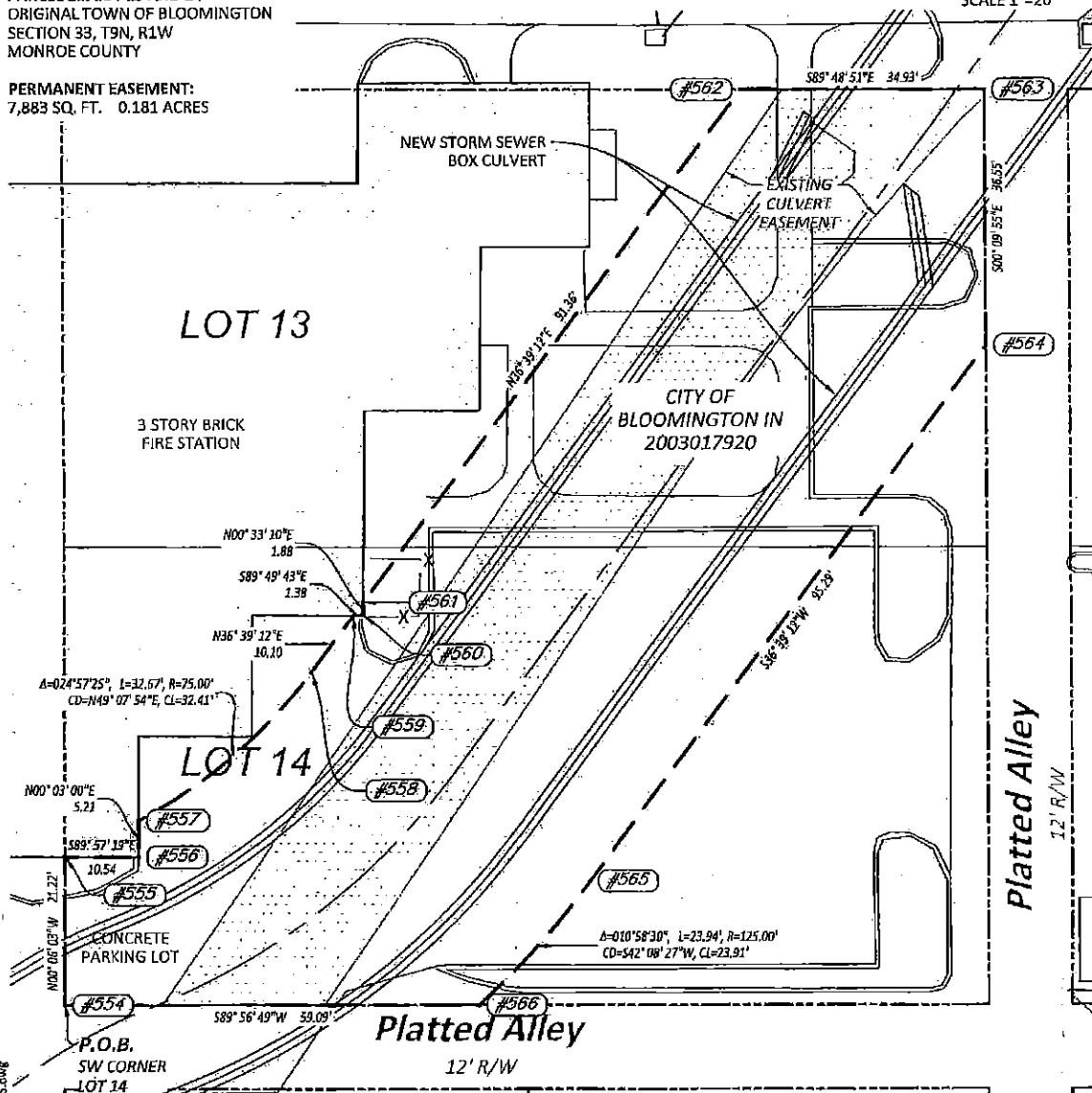
ATTACHMENT 2:

Site Survey of Easement



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\B003-81001\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	1427157.3085	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

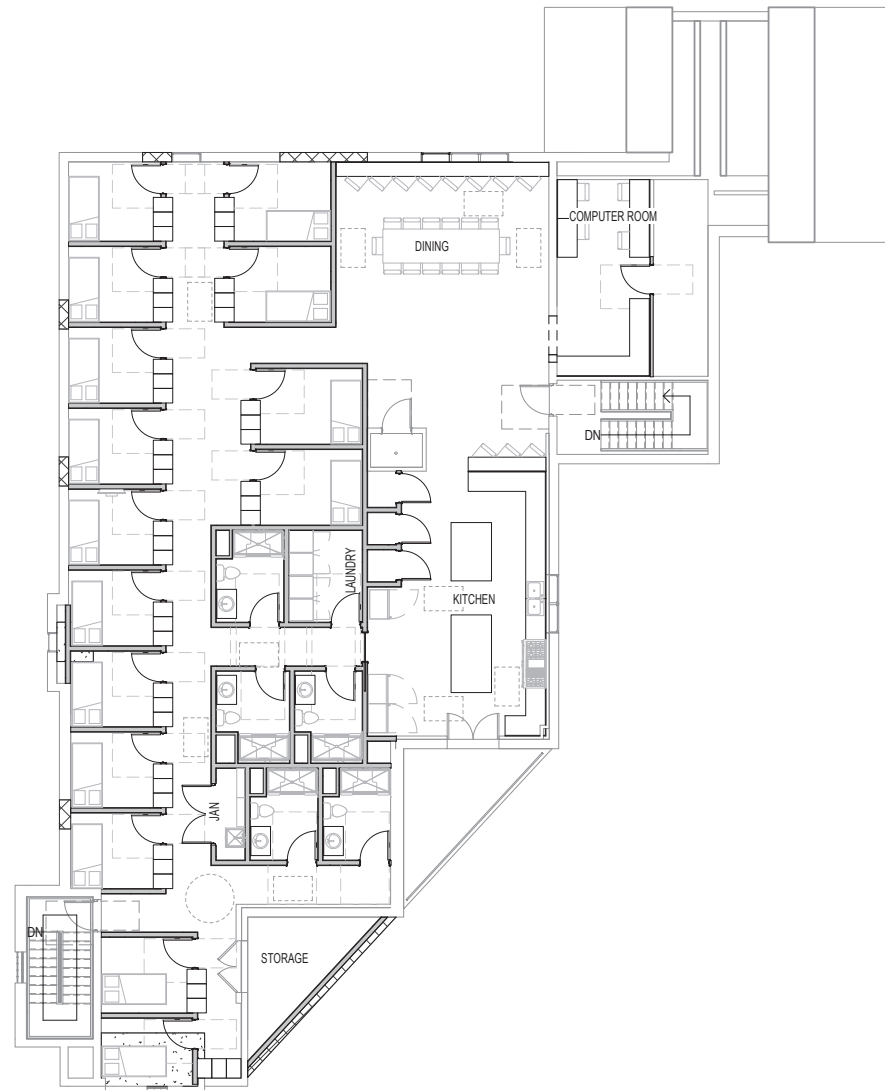
OCTOBER 6, 2022



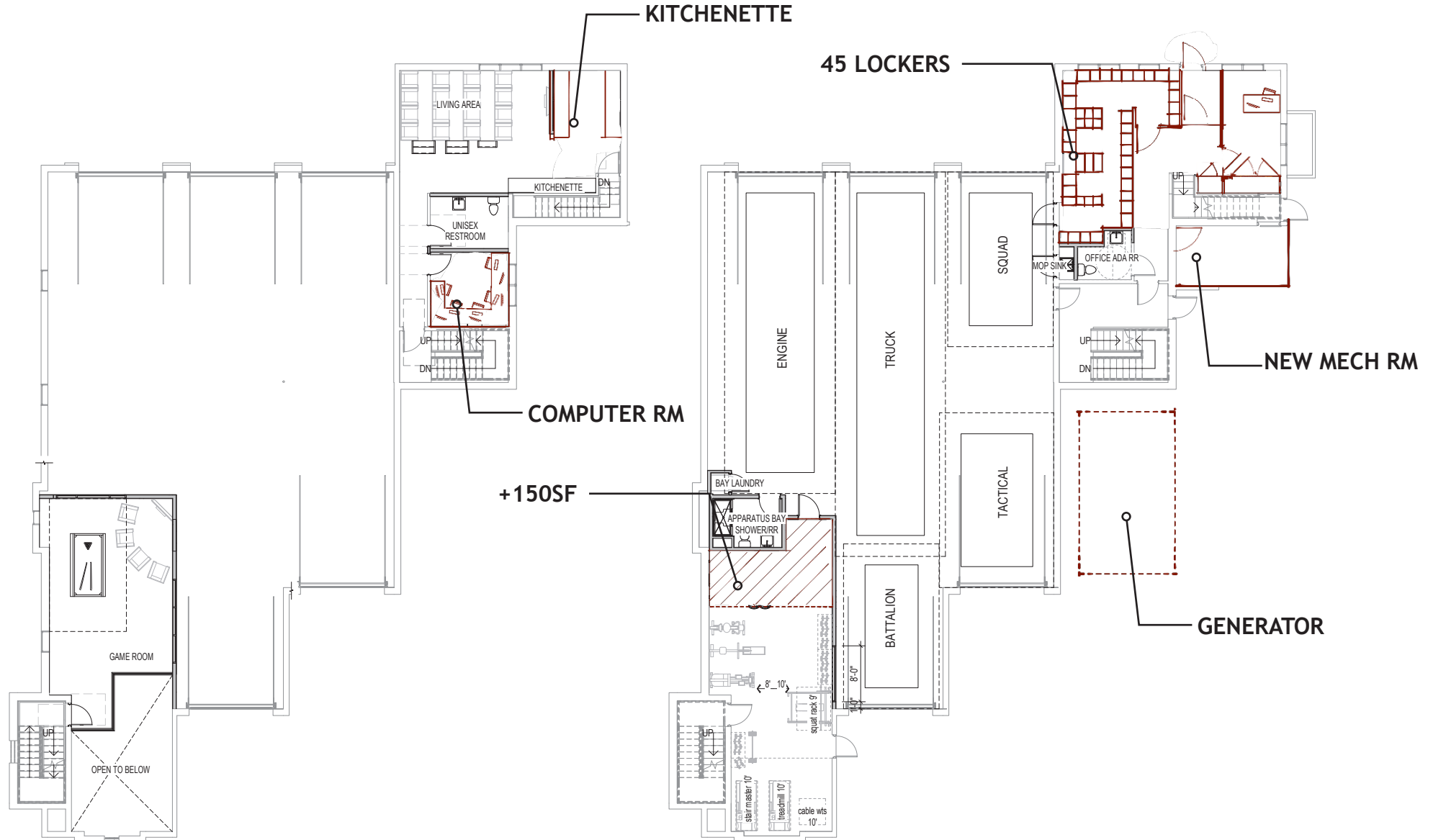
New Construction and Renovation Work for :

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

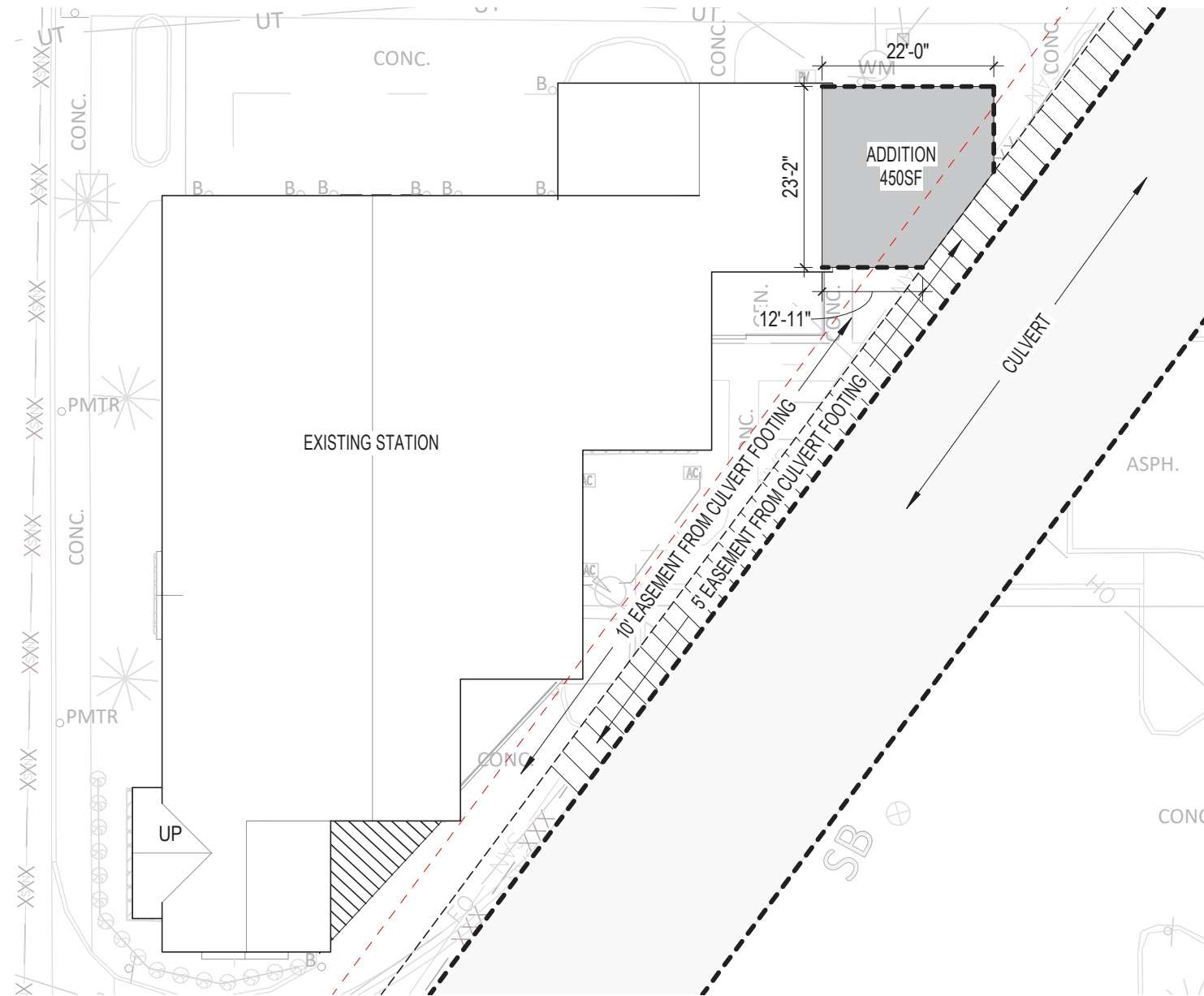


New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408

BASE PLAN CHANGES



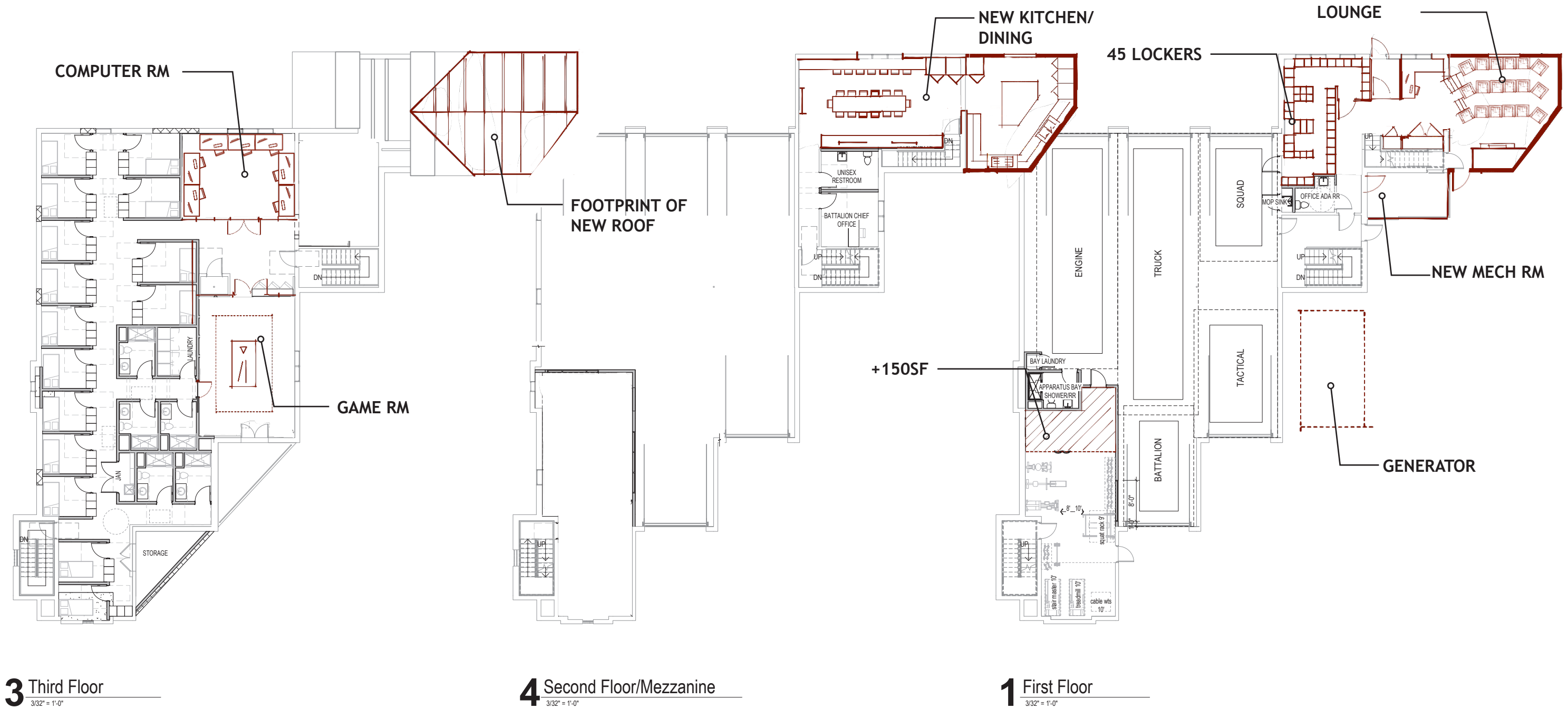
New Construction and Renovation Work for :

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

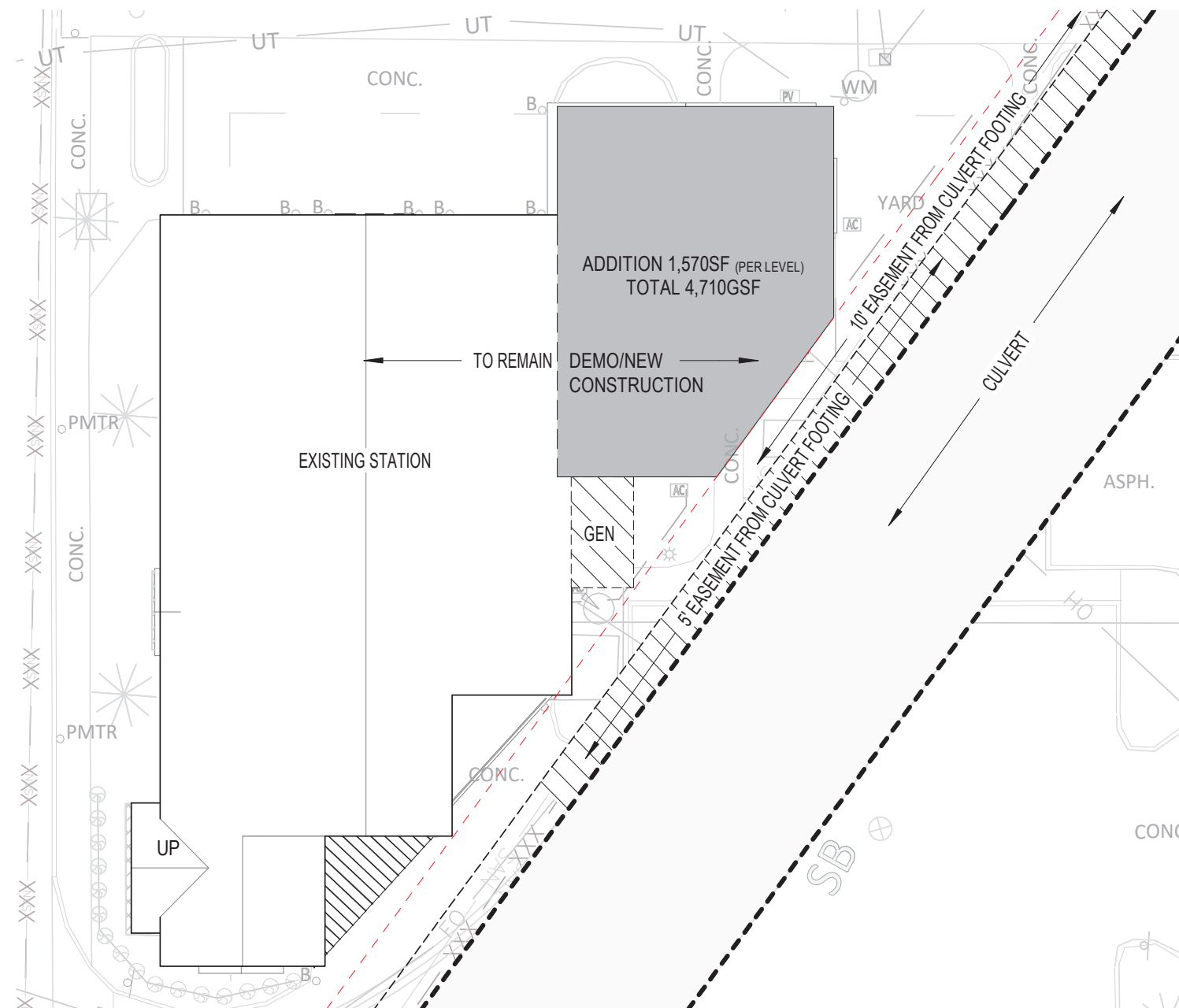


New Construction and Renovation Work for :

Station 1 Renovation Schematic Design

300 E 4th St
Bloomington, IN 47408

ADDITION CONCEPT 1



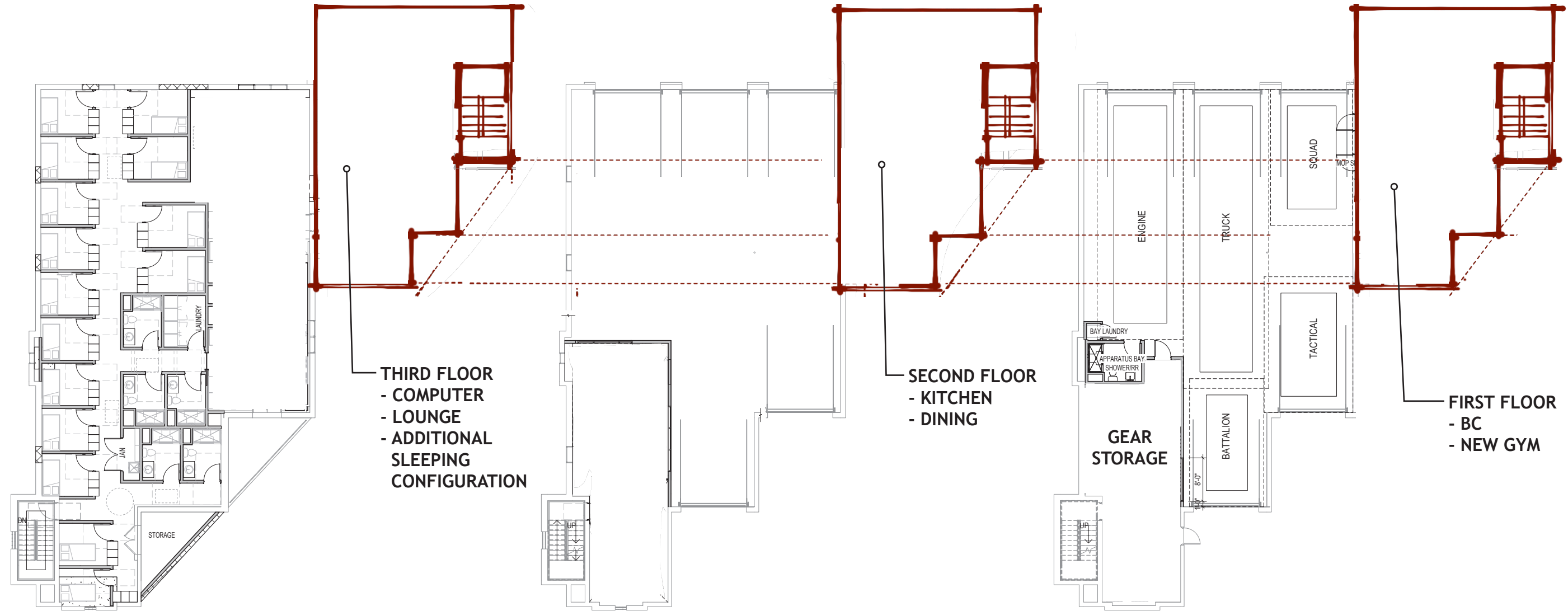
New Construction and Renovation Work for :

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



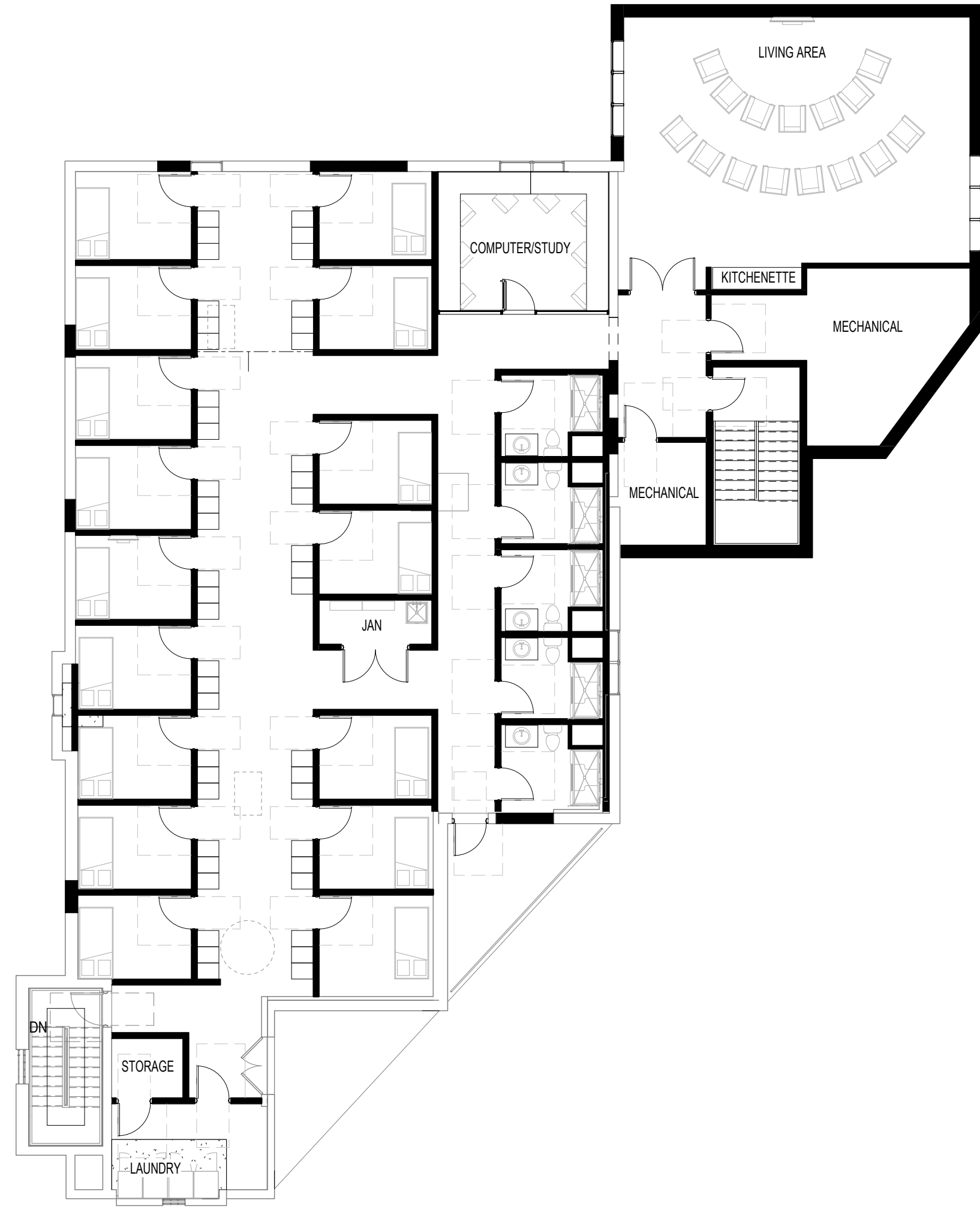
300 E 4th St
 Bloomington, IN 47408

ADDITION CONCEPT 2

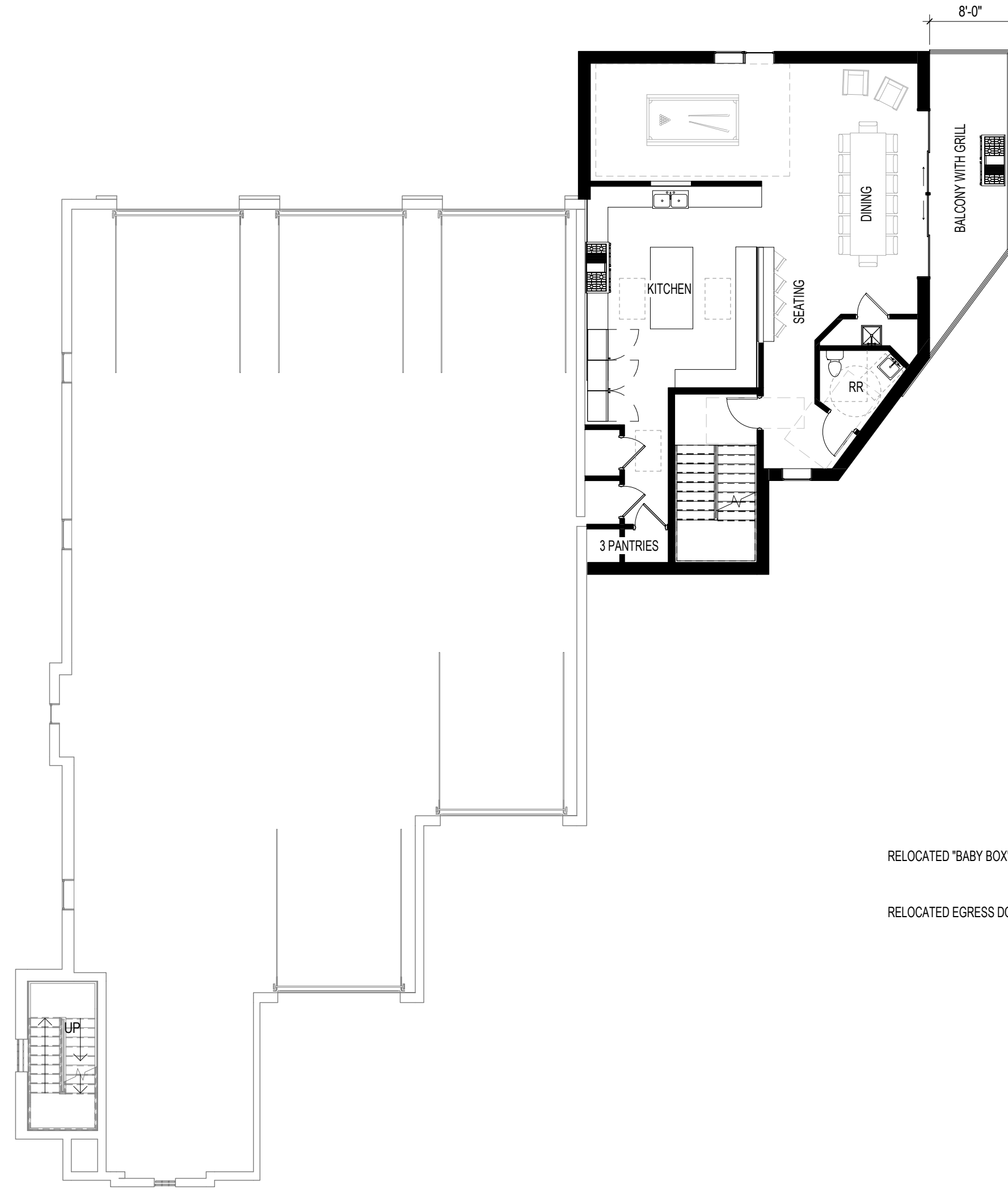


ATTACHMENT 4:

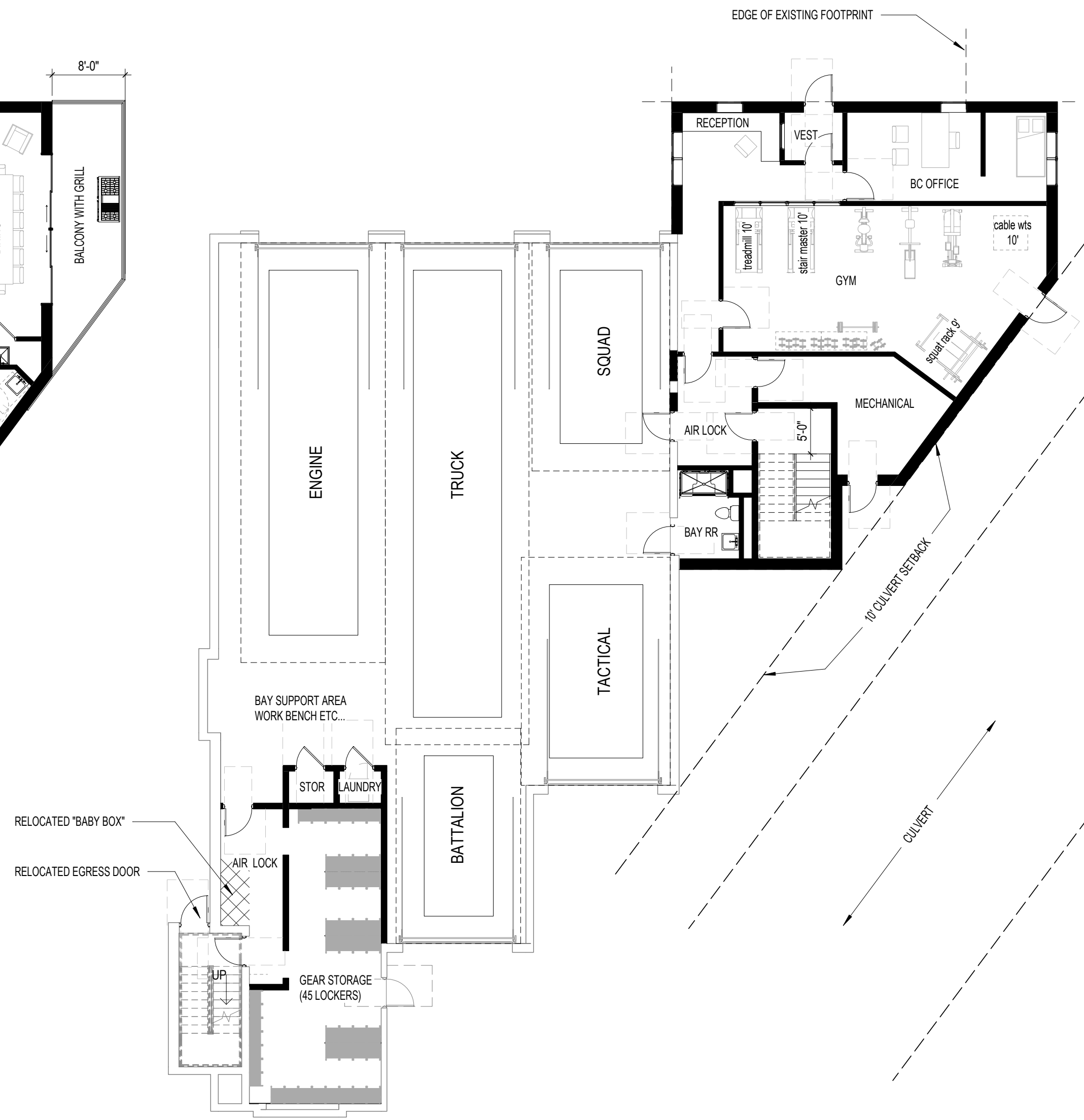
Early Schematic drawings of Addition



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 PLANS INDICATED OR REPRESENTED BY THE DRAWING ARE OWNED BY AND THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPMENT, INC. AND ARE CONSIDERED TO BE THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPMENT, INC. AND ARE NOT TO 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 AND DEVELOPMENT, INC. ANY REUSE OR MODIFICATION OF THIS DRAWING OR ANY PART THEREOF WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPMENT, INC. IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR ALL DESIGN AND CONSTRUCTION OF THE PROJECT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS BEFORE PROCEEDING WITH THE PROJECT.

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 230	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
		Plumbmg 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



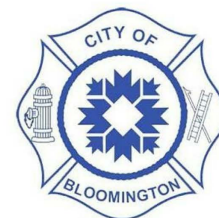
ATTACHMENT 6:

Concept Sketches of Station 1 Addition



Station 1 Renovation Schematic Design

10/31/22







MEMO FROM COUNCIL OFFICE ON:

Ordinance 23-01 - To Amend the City of Bloomington Zoning Maps by Rezoning a 0.57 Acre of Property from Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM) – Re: 300, 302, and 314 W. 1st Street (Saint Real Estate LLC, Petitioner)

Synopsis

Ordinance 23-01 rezones 0.57 acres from Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM).

Relevant Materials

- Ordinance 23-01
- Certification from Plan Commission
- Staff Memo from Karina Pazos
- Map of Surrounding Zoning and Aerial Map
- Petitioner’s Statement
- Legal Description
- Allowed Use Table from Unified Development Ordinance with relevant zoning districts highlighted

Certification by Plan Commission

Ordinance 23-01 was certified by the Plan Commission to the Council on November 14, 2022 and was given a recommendation of approval by a vote of 7-0-0. Please refer to the Staff Memo provided by Zoning Planner and GIS Analyst Karina Pazos for background information on the petition site and the Comprehensive Plan goals that Planning staff and the petitioner believe would be achieved by rezoning the site.

The petitioner seeks to rezone three parcels from Mixed Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM), which would generally allow for a broader number of permissible land uses at the site, making the site more marketable. To compare the allowable land uses between the MN and MM zones, please view the Allowed Use Table 03-1 from the [Unified Development Ordinance](#), included herein, with pertinent sections highlighted in yellow.

Summary

Proposals to amend the official zoning map are governed by local code under [BMC 20.06.070](#) and by state law under Indiana Code 36-7-4 in the “600 Series – Zoning Ordinance.” As a threshold matter, state law provides that the purpose of the local planning and zoning laws are “to encourage units to improve the health, safety, convenience, and welfare of their citizens and to plan for the future development of their communities to the end:



City of Bloomington Indiana

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

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

1. that highway systems be carefully planned;
2. that new communities grow only with adequate public way, utility, health, educational, and recreational facilities;
3. that the needs of agriculture, forestry, industry, and business be recognized in future growth;
4. that residential areas provide healthful surroundings for family life; and
5. that the growth of the community is commensurate with and promotive of the efficient and economical use of public funds.”

After such a proposal receives a favorable recommendation and is then certified to the Council by the Plan Commission, the Council may adopt or reject the proposal within ninety (90) days. If the Council fails to act on the proposal within 90 days after certification, the ordinance would take effect as if it had been adopted (as certified).

In preparing and considering zoning proposals, the Plan Commission and the Council shall pay reasonable regard to the following:

1. the [Comprehensive Plan](#);
2. current conditions and the character of current structures and uses in each district;
3. the most desirable use for which the land in each district is adapted;
4. the conservation of property values throughout the jurisdiction; and
5. responsible development and growth.

Please note that under [Bloomington Municipal Code 20.06.070\(b\)\(3\)\(E\)](#), the Plan Commission also considers “the conservation of sensitive environmental features.”

Zoning Commitments

As a condition to the adoption of a rezoning proposal, the owner of a parcel of real property may be required or allowed to make a commitment concerning the use of development of that parcel. Commitments are subject to a number of statutory provisions as to form, binding effect, modification or termination, and effectiveness. Indiana Code provides that commitments shall be recorded and that, after recording, commitments are binding on subsequent owners or any other person who acquires an interest in the property. Commitments may contain terms providing for their expiration or terms that provide that the commitment automatically terminates. During the time a rezoning proposal is being considered by the Council, it is possible for an owner to make a new commitment or modify the terms of a commitment that was made when the proposal was being considered by the Plan Commission.

Contact

Karina Pazos, Zoning Planner & GIS Analyst, karina.pazos@bloomington.in.gov (812) 349-3527

ORDINANCE 23-01

**TO AMEND THE CITY OF BLOOMINGTON ZONING MAPS BY REZONING A 0.57
ACRE OF PROPERTY FROM MIXED-USE NEIGHBORHOOD SCALE (MN) TO
MIXED-USE MEDIUM SCALE (MM)**

**- Re: 300, 302, and 314 W. 1st Street
(Saint Real Estate LLC, Petitioner)**

WHEREAS, Ordinance 20-06 repealed and replaced the official zoning map within Title 20 of the Bloomington Municipal Code, entitled “Unified Development Ordinance”; and

WHEREAS, the Plan Commission has considered this case, ZO-45-22, and recommended that the petitioner, Saint Real Estate LLC, be granted an approval to rezone 0.57 acres from Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM); and

WHEREAS, the Plan Commission therefore requests that the Common Council consider this petition;

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

SECTION 1. Through the authority of IC 36-7-4 and pursuant to Chapter 20.06 of the Bloomington Municipal Code, the zoning of the property located at 300, 302, and 314 W 1st Street shall be changed from Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM). The property is further described as follows:

TRACT 1: 300-302 West First Street

A part of Seminary Lots Numbered Nine (9) and Ten (10) in the City of Bloomington, Monroe County, Indiana, as shown by the recorded plat thereof on file in the office of the Recorder of Monroe County, Indiana, bounded and described as follows, to-wit: Beginning 66 feet East of the Southwest corner of said Seminary Lot Number Nine (9) running thence North One Hundred and Nine (109) feet more or less to a point which is One Hundred feet South and Sixty-six feet East of the Northwest corner of said Seminary Lot Number Ten (10); thence East One Hundred Forty-two and Five tenths (142.5) feet; thence South One Hundred and Nine (109) feet more or less to the Southeast corner of said Seminary Lot Number Nine (9); thence West One Hundred Forty-two and Five tenths (142.5) feet to the place of beginning.

TRACT 2: 314 West First Street

A part of Seminary Lots Number Nine (9) and Ten (10) in the City of Bloomington, Monroe County, Indiana, as shown by the recorded plat thereof on file in the office of the Recorder of Monroe County, Indiana, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said Seminary Lot Number Nine (9), running thence North One Hundred Nine (109) feet, more or less, on and along the West boundary lines of said Seminary Lots Number Nine (9) and Ten (10) to a point One Hundred (100) feet South of the Northwest corner of said Seminary Lot Number Ten (10); thence East Sixty-six (66) feet; thence South One Hundred Nine (109) feet, more or less, to the South line of said Seminary Lot Number Nine (9), thence West Sixty-six (66) feet on and along the South line of said Seminary Lot Number Nine (9) to the place of beginning.

SECTION 2. This rezoning shall be approved as attached hereto and made a part thereof.

SECTION 3. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstance shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2023.

SUE SGAMBELLURI, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2023.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2023.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

Ordinance 23-01 rezones 0.57 acres from Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM).

****ORDINANCE CERTIFICATION****

In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 23-01 is a true and complete copy of Plan Commission Case Number ZO-45-22 which was given a recommendation of approval by a vote of 7 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on November 14, 2022.

Scott Robinson

Date: November 18, 2022

Scott Robinson, Secretary
Plan Commission

Received by the Common Council Office this 18th day of November, 2022.

N. Bolden

Nicole Bolden, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement Ordinance # _____	Resolution # _____
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Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____	Emergency _____
Unforeseen Need _____	Other _____

Funds Affected by Request:

Fund(s) Affected _____		
Fund Balance as of January 1	\$ _____	\$ _____
Revenue to Date	\$ _____	\$ _____
Revenue Expected for Rest of year	\$ _____	\$ _____
Appropriations to Date	\$ _____	\$ _____
Unappropriated Balance	\$ _____	\$ _____
Effect of Proposed Legislation (+/-)	\$ _____	\$ _____
Projected Balance	\$ _____	\$ _____

Signature of Controller

Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes _____ No _____ X

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

This is a Zoning Map Amendment request that will not produce any fiscal impact.

Interdepartmental Memo

To: Members of the Common Council
From: Karina Pazos, Zoning Planner and GIS Analyst
Subject: ZO-45-22
Date: November 18, 2022

Attached are the staff report, petitioner's statement, maps, and exhibits which pertain to Plan Commission case ZO-45-22. The Plan Commission heard this petition at the November 14, 2022 hearing and voted 7-0 to send this petition to the Common Council with a favorable recommendation. The Plan Commission report is attached.

REQUEST: The petitioner is requesting a Zoning Map Amendment (rezone) of three parcels from Mixed-Use Neighborhood Scale (MN) to Mixed-Use Medium Scale (MM), and a request for a waiver from the second hearing.

BACKGROUND:

Area:	0.57 acres
Current Zoning:	Mixed-Use Neighborhood Scale (MN)
Comp Plan Designation:	Mixed Urban Residential
Existing Land Use:	Office
Proposed Land Use:	N/A (no land use change is proposed)
Surrounding Uses:	North – Office and medical clinic South – Personal Service East – Retail sales, big box (Kroger) West – Medical clinic

REPORT: The petition site encompasses three parcels that total 0.57 acres and are located at 300, 302, and 314 W. 1st Street. The properties are zoned Mixed-Use Neighborhood Scale (MN). The two eastern parcels are currently developed with one office building that contains St. John Associates. The third parcel, to the west, is currently vacant. Surrounding land uses include other offices, big box retail, medical clinic and warehouse buildings, which were recently demolished for the Hopewell redevelopment project. The properties to the north and west are part of the Hopewell redevelopment project. The alley to the west was vacated so the new property line is located in the center of the alley, eight feet three inches west from the previous property line.

The property owner offered the City to purchase these parcels because of the adjacency to the Hopewell site, but the City declined and the owner would like to bring the parcels on the market. The petitioner is requesting a zoning map amendment to match the zoning district of the properties to the north and allow for more possible permitted uses. No redevelopment is proposed at this time.

The Unified Development Ordinance (UDO) identifies the petitioner's land use as "office", which is a permitted use in the current MN district. The difference between MN and MM is that MM does not allow for Dwelling, cottage development as a conditional use, but it does allow for 12 nonresidential permitted uses that would require conditional use approval under MN and 26 nonresidential permitted or conditional uses that would not be allowed under MN.

COMPREHENSIVE PLAN: The Comprehensive Plan designates this site as 'Mixed Urban Residential'. The Mixed Urban Residential district is identified as having complete access to utilities,

fire, police, streets, sidewalks and other facilities that provide mobility at a ‘20-minute neighborhood’ level of service. A main objective for this area is making necessary upgrades and capital investments. This district generally has a mix of uses with a mix of densities ranging from single-family residences to larger 2-4 story apartment buildings. There are also neighborhood-serving mixed-use properties along major street corridors and neighborhood nodes. This district also contains various architectural styles and redevelopment or new development shall respect the historic character and development pattern of adjacent properties. Much of the intent of this district involves preserving and upgrading existing facilities, supporting incentive programs and neighborhood enhancements, and developing additional guidance for infill and redevelopment through a form-based code approach. This petition helps further the goals of the Comprehensive plan by expanding the variety of residential and non-residential uses that can be allowed, as well as, dedicating right-of-way along Morton St to ensure public improvements will be made if future redevelopment of the site is desired. The Comprehensive Plan specifically addresses what this expansion of uses can help promote in:

Goal 5.3 Housing Supply – Help meet current and projected regional housing needs of all economic and demographic groups by increasing Bloomington’s housing supply with infill development, reuse of non-residential developed land, and developments on vacant land if it is at least partially surrounded by existing development.

Goal 6.3 Improve the Bicycle and Pedestrian Network – Maintain, improve, and expand an accessible, safe, and efficient network for pedestrians, and attain platinum status as a Bicycle Friendly Community, as rated by the League of American Bicyclists.

With the site’s immediate adjacency to Downtown, this petition also helps further:

Goal 4.4 Diversify Housing – Encourage a range of diverse housing types in the Downtown and nearby areas where appropriate, with an emphasis on affordable and workforce housing.

20.06.070(b)(3)(E)(i)(1) ZONING MAP AMENDMENT PLAN COMMISSION REVIEW AND RECOMMENDATION: The Plan Commission shall review the zoning map amendment petition and shall forward its recommendation to the Common Council in accordance with Section 20.06.040(g) (Review and Decision), based on the approval criteria in Section 20.06.040(d)(6) (Approval Criteria) and the following specific approval criteria:

20.06.040(d)(6)(B) General Compliance Criteria

- i. Compliance with this UDO
- ii. Compliance with Other Applicable Regulations
- iii. Compliance with Utility, Service, and Improvement Standards
- iv. Compliance with Prior Approvals

PROPOSED FINDING: The proposed rezoning will meet all applicable standards in the UDO if right-of-way dedication consistent with the Transportation Plan is submitted within 180 days of approval by Common Council. This proposal is in compliance with other applicable regulations. This proposal is in compliance with city regulations including utility, service, and improvement standards. This proposal is in compliance with prior approvals.

20.06.040(d)(6)(D) Additional Criteria Applicable to Primary Plats and Zoning Map Amendments (Including PUDs)

- i. Consistency with Comprehensive Plan and Other Applicable Plans
- ii. Consistent with Intergovernmental Agreements
- iii. Minimization or Mitigation of Adverse Impacts
- iv. Adequacy of Road Systems
- v. Provides Adequate Public Services and Facilities
- vi. Rational Phasing Plan

PROPOSED FINDING: The proposal is consistent with the Comprehensive Plan, other applicable plans, and intergovernmental agreements. The proposed right-of-way dedication along Morton Street will be consistent with the Hopewell development right-of-way dedication. The proposed rezoning is not expected to have any adverse impacts. The City will be making street and sidewalk facility upgrades along W 1st Street. The proposal provides adequate public services and facilities with the proposed right-of-way dedication. No phasing plan is proposed.

20.06.070(b)(3)(E)(i)(1) Specific Approval Criteria:

- [a] The recommendations of the Comprehensive Plan;
- [b] Current conditions and character of structures and uses in each zoning district;
- [c] The most desirable use for which the land in each zoning district is adapted;
- [d] The conservation of sensitive environmental features;
- [e] The conservation of property values throughout the jurisdiction; and
- [f] Responsible development and growth.

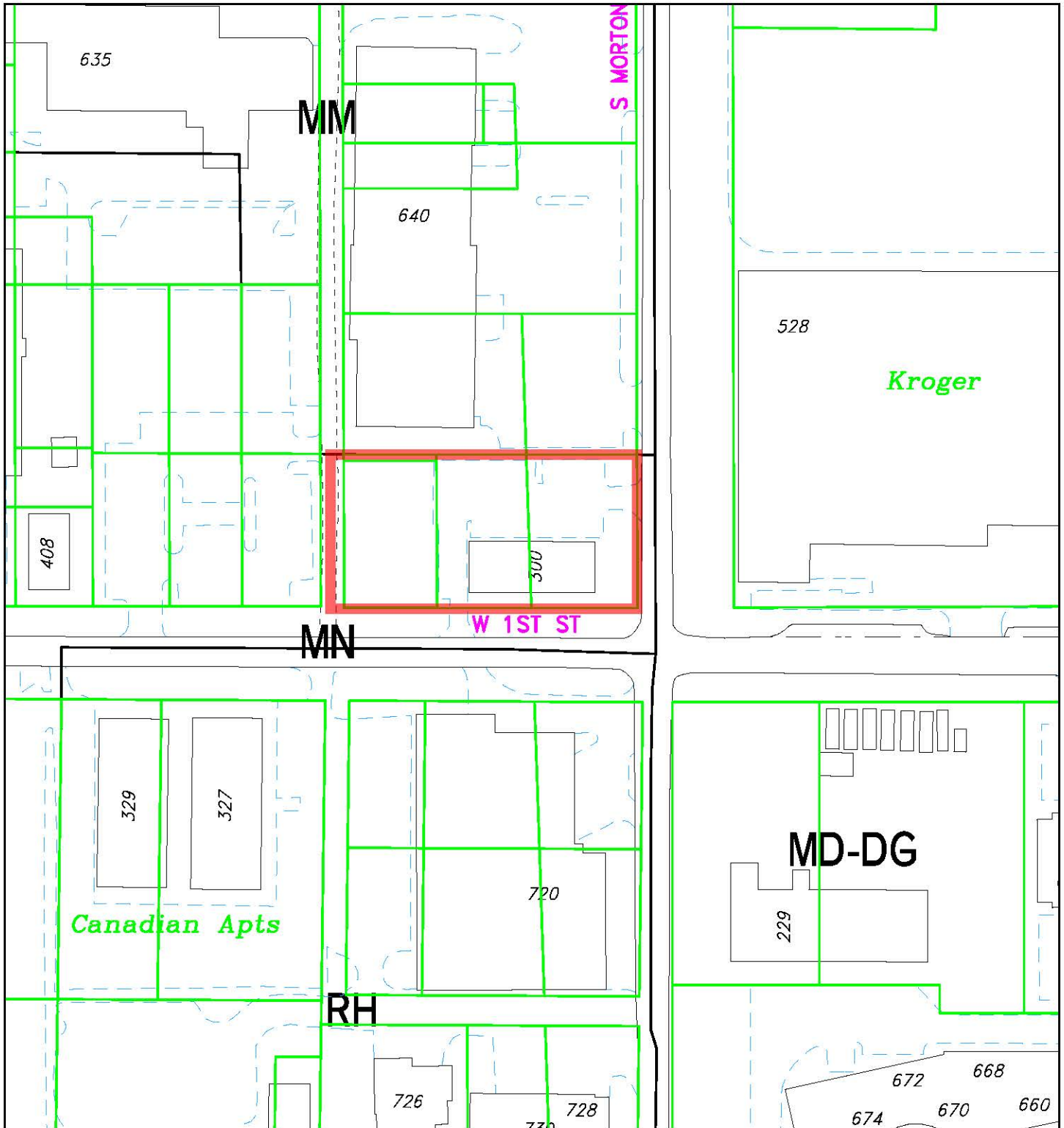
PROPOSED FINDING: The Comprehensive Plan designates the site as Mixed Urban Residential and identifies this area as appropriate for low or high-density uses and notes that these areas are well served by existing infrastructure. A diversity of land uses in this district is also encouraged. The site has currently been developed with a building owned by the petitioner that provides an office use. The dedication of right-of-way along Morton Street as well as near-future improvements to 1st Street further increases/upgrades the multi-modal transportation options for users at this location. Approval of this request would allow for expanded use offerings for members of the community. The Comprehensive Plan states that a wide range of land uses is appropriate within this district. The rezoning of this site to MM would also match adjacent land to the north that is zoned the same. There are no known sensitive environmental features on this site. The proposed rezoning is not expected to have any negative impacts on adjacent property values. The rezoning of this site will help further many goals of the Comprehensive Plan and facilitate additional resources available to the community. The Comprehensive Plan states that this district is appropriate for a variety of uses and the high level of access to this site makes it even more ideal for different possible redevelopment options.

CONCLUSION: The Department believes that the rezoning of this site to MM would match the Comprehensive Plan designation of the site as Mixed Urban Residential. This site's current use is permitted in both the current MN and the desired MM zoning districts, and a rezone would expand on the possible uses that could go in here and match the uses of the majority of properties in this area. The rezoning of these properties to MM would not affect adjacent businesses, would bring the property in line with the zoning of the surrounding properties, and would allow this use to expand and better serve the needs of the overall community in an area that is appropriate and in line with the Comprehensive Plan.

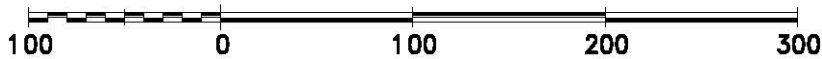
RECOMMENDATION: The Department recommends the Plan Commission approve the waiver

to not require a second hearing and forward this petition to the Common Council with a favorable recommendation and the following conditions:

1. Right-of-way dedication consistent with the Transportation Plan is required within 180 days of approval by Common Council.

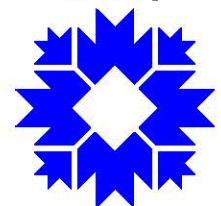


By: karina.pazos
30 Sep 22

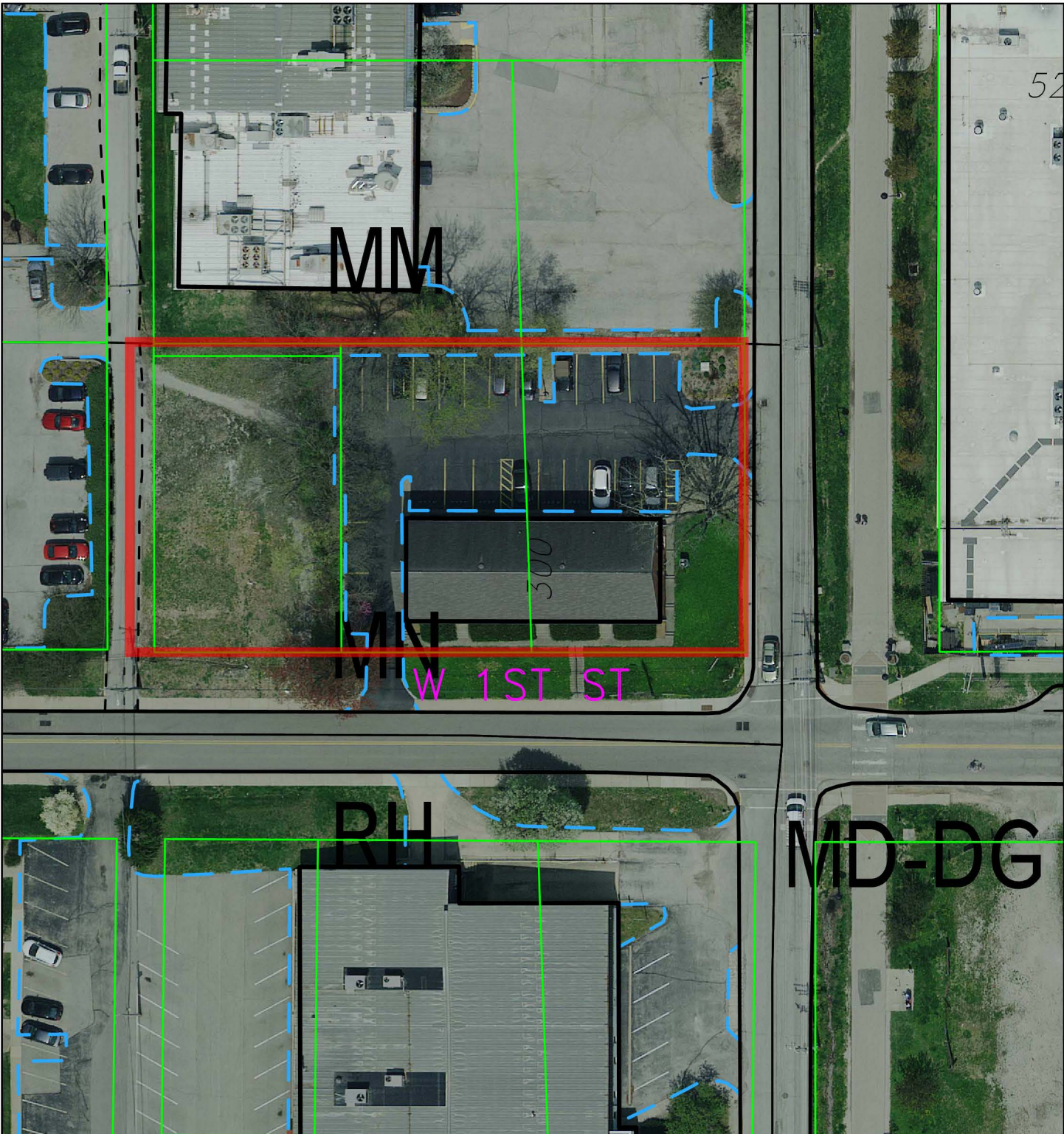


For reference only; map information NOT warranted.

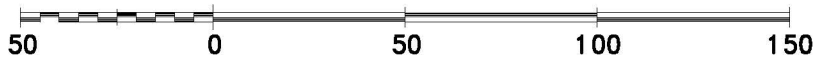
City of Bloomington
Planning



Scale: 1" = 100'

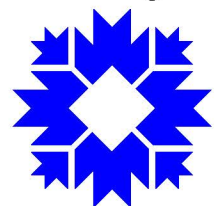


By: karina.pazos
30 Sep 22



For reference only; map information NOT warranted.

City of Bloomington
Planning



Scale: 1" = 50'

October 10, 2022

To: City of Bloomington Planning Department

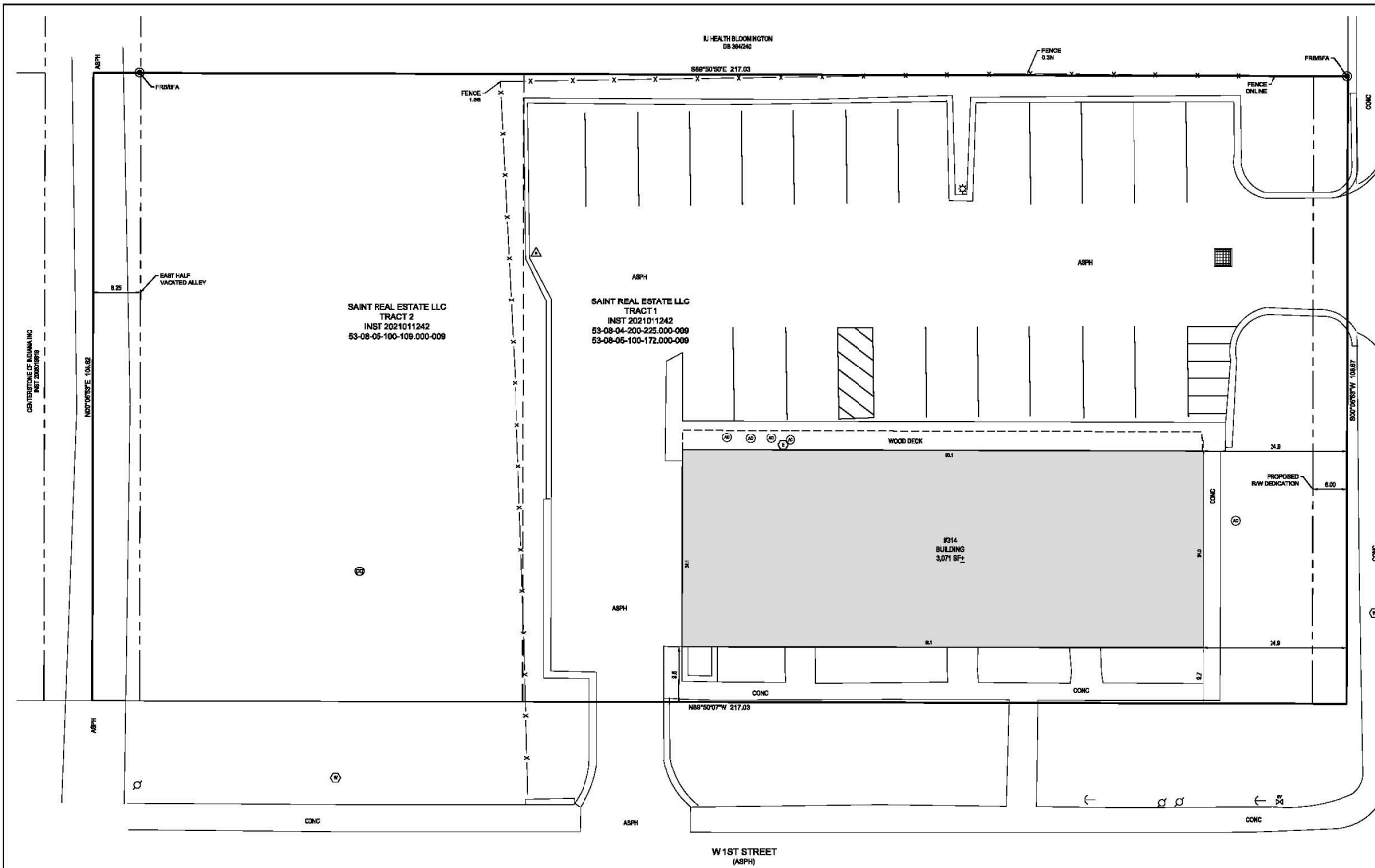
From: Saint Real Estate LLC

Re: Petitioner's Statement: Attachment to Application for Change of Zone Request from MN to MM

We are respectfully requesting to change the zone from MN to MM for our three lots as listed on the Application.

We have the property listed for sale and are hoping to make it more appealing to any potential buyer who might want it to fit in with the rest of the block. The City Planning Department had said this seems to be a reasonable request given that the property is surrounded by the MM zone for the Hopewell Project, with the exception of Centerstone. This would make our parcel consistent with the rest of our block that is being redeveloped by the City.

Additionally, we first offered this property to the City to include in the Hopewell Project, but the City declined.



LEGAL DESCRIPTION - INSTRUMENT 2021011242

TRACT 1: 300-302 West First Street

A part of Seminary Lots Numbered Nine (9) and Ten (10) in the City of Bloomington, Monroe County, Indiana, as shown by the recorded plat thereof on file in the office of the Recorder of Monroe County, Indiana, bounded and described as follows, to-wit: Beginning 65 feet East of the Southwest corner of said Seminary Lot Number Nine (9) running thence North One Hundred and Nine (109) feet more or less to a point which is One Hundred feet South and Sixty-six feet East of the Northwest corner of said Seminary Lot Number Ten (10), thence East One Hundred Forty-two and Five tenths (142.5) feet; thence South One Hundred and Nine (109) feet more or less to the Southeast corner of said Seminary Lot Number Nine (9), thence West One Hundred Forty-two and Five tenths (142.5) feet to the place of beginning.

TRACT 2: 314 West First Street

A part of Seminary Lots Number Nine (9) and Ten (10) in the City of Bloomington, Monroe County, Indiana, as shown by the recorded plat thereof on file in the office of the Recorder of Monroe County, Indiana, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said Seminary Lot Number Nine (9), running thence North One Hundred Nine (109) feet, more or less, on and along the West boundary line of said Seminary Lot Number Nine (9) and Ten (10) to a point One Hundred (100) feet South of the Northwest corner of said Seminary Lot Number Ten (10), thence East Sixty-six (66) feet; thence South One Hundred Nine (109) feet, more or less, to the South line of said Seminary Lot Number Nine (9), thence West Sixty-six (66) feet on and along the South line of said Seminary Lot Number Nine (9) to the place of beginning.

SURVEYOR'S REPORT

JOB NUMBER: 6594
TYPE OF SURVEY: RETRACEMENT SURVEY
CLASS OF SURVEY: URBAN SURVEY (865 IAC 1-12)
FIELD WORK COMPLETED: NOVEMBER 1, 2022
LOCATION OF SURVEY: 314 W 1ST STREET, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS,
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS,
- 3) OCCUPATION OR POSSESSION LINES,
- 4) MEASUREMENTS RELATIVE POSITIONAL ACCURACY

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS
- 3) OCCUPATION OR POSSESSION LINES
- 4) MEASUREMENTS RELATIVE POSITIONAL ACCURACY

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS
- 3) OCCUPATION OR POSSESSION LINES
- 4) MEASUREMENTS RELATIVE POSITIONAL ACCURACY

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1-12 FOR THE STATE OF INDIANA. FIELD WORK COMPLETED NOVEMBER 1, 2022.

DATED NOVEMBER 4, 2021

TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21100021
STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

GENERAL NOTES

- 1) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 2) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- 3) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS, HORNWELL SUBDIVISION (DRAFT DATED 1-20-2002)

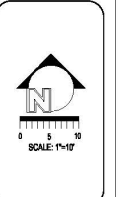


LEGEND

○ RAW MONUMENT	○ YARD INLET	--- OVERHEAD WIRES	--- DHW
⊗ IR SPIKE	○ WATER VALVE	--- BATTERY BOWEN	--- S
⊗ STONE	○ WATER MANHOLE	--- UNDERGROUND GAS LINE	--- C
⊗ REBAR	○ WATER METER	--- UNDERGROUND ELECTRIC LINE	--- E
⊗ IRON PIPE	○ AIR COND. COND.	--- UNDERGROUND COMMUNICATION LINE	--- C
⊗ GAS PIPE	○ GAS METER	--- WATER LINE	--- W
⊗ UTILITY POLE	○ GAS VALVE	--- STORM SEWER	--- ST
⊗ LIGHT POLE	○ COMMUNICATION MANHOLE	--- FENCE	--- X-X
⊗ GUY WIRE	○ COMMUNICATION VAULT		
⊗ ELECTRIC METER	○ COMMUNICATION VAULT		
⊗ ELECTRIC MANHOLE	○ FIBER OPTIC VAULT		
⊗ ELECTRIC VAULT	○ CONCRETE BOLLARD		
⊗ ELECTRIC HAND HOLE	○ SIGN		
⊗ ELECTRIC TRANSFORMER	○ PARKING METER		
⊗ BATTERY MANHOLE	○ UNWADJEPED PARKING		
⊗ CLEAN OUT	○ PARKING COUNTER		
⊗ STORM MANHOLE	○ SCHEDULED W/ITEM		
⊗ CURB INLET	○ TELEPHONE RISER		
⊗ INLET ROAD			
⊗ INLET BOLARIC			

BASIS OF BEARING
THE BASIS OF BEARING IS INDIANA STATE PLANE, WEST ZONE
VERTICAL DATUM: NAVD 83

MARKERS
P: PLATED
R: REBAR
S: SET
F: FOUND
M: MARKER
B: BOLLARD
C: CONCRETE
I: IRON
S: STONE
G: GAS
E: ELECTRIC
W: WATER
ST: STORM SEWER
F: FENCE
X: X-MARKER



JOB TITLE:
BOUNDARY SURVEY
314 W 1ST STREET
BLOOMINGTON, INDIANA
SEC 4/5-18N-R1W

NO.	DATE	BY	REVISIONS

FIELD TS

TODD M. BORGMAN
REGISTERED LAND SURVEYOR

NO. 6594
SHEET

1 OF 1

DATE 11/4/22

BOUNDARY SURVEY

20.03.020 Allowed Use Table.

Table 03-1. Allowed Use Table

P = permitted use, C = Conditional Use permit, A = accessory use, T = temporary use, Uses with an *= Use-Specific Standards apply Additional uses may be permitted, prohibited, or require Conditional Use Approval in Downtown Character Overlays pursuant to Section 20.03.010(e).																		
Use	Residential							Mixed-Use							Non-Residential		Use-Specific Standards	
	R1	R2	R3	R4	RM	RH	RMH	MS	MN	MM	MC	ME	MI	MD	MH	EM		PO
Residential Uses																		
Household Living																		
Dwelling, single-family (detached)	P	P	P	P	P*	P*	P	P	P	P*	P*				P*			20.03.030(b)(1)
Dwelling, single-family (attached)		P*	P*	P*	P*	P*		P*	P*	P*				P*				20.03.030(b)(2)
Dwelling, duplex	C*	C*	C*	P*	P*	P*		P*	P*	P*	C*			P*				20.03.030(b)(3)
Dwelling, triplex	*	*	*	C*	P*	P*		P*	P*	P*	C*			P*				20.03.030(b)(4)
Dwelling, fourplex				C*	P*	P*		P*	P*	P*				P*				20.03.030(b)(4)
Dwelling, multifamily				C*	P	P		P	P*	P*	P	P*	C	P*				20.03.030(b)(5)
Dwelling, live/work				C*	P*	P*			P*	P*	P*			P*				20.03.030(b)(6)
Dwelling, cottage development	C*	C*	C*	C*	C*	C*	C*		C*									20.03.030(b)(7)
Dwelling, mobile home							P*											20.03.030(b)(8)
Manufactured home park							P*											20.03.030(b)(9)
Group Living																		

Assisted living facility				C	P	P			C	P	P		P	P	P			
Continuing care retirement facility				C	P	P			C	P	P		P	P	P			
Fraternity or sorority house								p*					p*					20.03.030(b)(10)
Group care home, FHAA small	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		P*		P*			20.03.030(b)(11)
Group care facility, FHAA large				P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			20.03.030(b)(11)
Nursing or convalescent home				C	P	P			C	P	P	P	P	P	P			
Opioid rehabilitation home, small	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		P*		P*			20.03.030(b)(11)
Opioid rehabilitation home, large				P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			20.03.030(b)(11)
Residential rooming house					P*	P*		P	P*	P	P	C*						20.03.030(b)(12)
Student housing or dormitory				C*	P*			P	C*	P*	P*		P*	C*				20.03.030(b)(13)
Supportive housing, small						C			C	C	C		C	C	C			
Supportive housing, large										C	C		C	C	C			
Public, Institutional, and Civic Uses																		
Community and Cultural Facilities																		
Art gallery, museum, or library				C*	C	C			P	P	P		P	P				20.03.030(c)(1)

Cemetery or mausoleum													P						
Club or lodge										P				P					
Community center		C	C	C	P*	P*			P	P			P	P					20.03.030(c)(2)
Conference or convention center											P	P	P	P					
Crematory											C		C					C	
Day-care center, adult or child	A*	A*	A*	A*	C*	C*	C*	P*	P*	P*	P*	C*	C*	P*	P*	A*			20.03.030(c)(3)
Government service facility											P	P	P	P			P		
Jail or detention facility													C*				C*		20.03.030(c)(4)
Meeting, banquet, or event facility											P	P	P	P					
Mortuary											P		P						
Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Place of worship	C	C	C	C	C	C	C	C	C	C	P	P	C	P	P	C			
Police, fire, or rescue station	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P		
Urban agriculture, noncommercial	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		20.03.030(c)(5)
Educational Facilities																			
School, college or university												C	C	P					
School, public or private	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	P*	C*	P*	P*				20.03.030(c)(6)
School, trade or business												P	P	P	P			P	
Healthcare Facilities																			
Hospital													C			C			

Medical clinic									P	P	P	P	P	P	P			
Methadone treatment facility											P*		C*		C*			20.03.030(c)(7)
Opioid rehabilitation facility										C*	C*		C*	C*				20.03.030(c)(7)
COMMERCIAL USES																		
Agricultural and Animal Uses																		
Crops and pasturage	P*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*		A*	A*			20.03.030(d)(1)
Kennel												C*					C*	20.03.030(d)(2)
Orchard or tree farm, commercial	P*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P		20.03.030(d)(3)
Pet grooming										P*	P*	P*			P*		P*	20.03.030(d)(4)
Plant nursery or greenhouse, commercial	C										P	P						
Veterinarian clinic										C*	P*	P*			P*			20.03.030(d)(4)
Entertainment and Recreation																		
Amenity center	P*	P*	P*	P*	P	P	P	A	P	P	P	P	P	P				20.03.030(d)(5)
Country club	C										P							
Recreation, indoor			P*	P*	P*	P*		A	C	P	P			P				20.03.030(d)(6)
Recreation, outdoor	C										C	P	P				C	
Sexually oriented business										C*	P*					P*		20.03.030(d)(7)
Stadium												C						
Food, Beverage, and Lodging																		
Bar or dance club							P		P	P			P					
Bed and breakfast	C*	C*	C*	C*	P			P	P	P			P					20.03.030(d)(8)

Brewpub, distillery, or winery									P*	P*	P*	P*	P*							20.03.030(d)(9)
Hotel or motel									P			P	C		P					
Restaurant					C*	C*			P	P	P	P	P*	A	P	A	A			20.03.030(d)(10)
Office, Business, and Professional Services																				
Artist studio or workshop	A*	A*	A*	A*	P	P				P	P	P	C	C	P					20.03.030(d)(11)
Check cashing											C	C								
Financial institution									P		P	P	C		P			A		
Fitness center, small					A	A			P	P	P	P	A	A	P	A	A			
Fitness center, large									P	P	P	P			P	A				
Office										P	P	P	P	P	P	P*	P			20.03.030(d)(12)
Personal service, small					A	A			P	P	P	P	P	C	P					
Personal service, large									C	C	P	P	P		P					
Tattoo or piercing parlor											P	P			P					
Retail Sales																				
Building supply store											P	P						P		
Grocery or supermarket					A	A			P	P	P	P	P		P					
Liquor or tobacco sales											P	P			P					
Pawn shop											P	P			P					
Retail sales, small					C	C			P	P	P	P	P		P					

Retail sales, medium								P		P	P	P		P					
Retail sales, large											P			P					
Retail sales, big box											P					P			
Vehicles and Equipment																			
Equipment sales or rental										P*	P*	P*			P*		P*		20.03.030(d)(13)
Transportation terminal											P		P	P			P		
Vehicle fleet operations, small											P						P		
Vehicle fleet operations, large													P					P	
Vehicle fuel station												P*	P*	P*		P*		P*	20.03.030(d)(14)
Vehicle impound storage																	P*		20.03.030(d)(15)
Vehicle parking garage					A	A		A				P	P	P	A	P*	C		20.03.030(d)(16)
Vehicle repair, major													P*					P*	20.03.030(d)(17)
Vehicle repair, minor											C*	P*	P*			P*			20.03.030(d)(17)
Vehicle sales or rental												P	P	P					
Vehicle wash												P*	P*					P*	20.03.030(d)(18)
Employment Uses																			
Manufacturing and Processing																			
Commercial laundry												P	P					P	

Food production or processing										C	C	C				C		
Manufacturing, artisan									P	P	P	C			P		P	
Manufacturing, light												P			C		P	
Manufacturing, heavy																	C	
Salvage or scrap yard																	C	
Storage, Distribution, or Warehousing																		
Bottled gas storage or distribution																	P	
Contractor's yard											P	C					P	
Distribution, warehouse, or wholesale facility											C	C					P	
Storage, outdoor														P*			P*	A*
Storage, self-service								A*		C*	P*		P*	P*	A*	P*		
Resource and Extraction																		
Gravel, cement, or sand production																	C*	
Quarry																	C*	
Stone processing																	P	
Utilities and Communication																		
Communication facility	C*											C*	C*	P	C*	C*	P	

Solar collector, ground- or building-mounted	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P		20.03.030(f)(2)
Utility substation and transmission facility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		20.03.030(f)(3)
Wind energy system, large												P*				P*		20.03.030(f)(4)
Wind energy system, small	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P*	P*	20.03.030(f)(5)
Accessory Uses																		20.03.030(g)(1)
Chicken flock	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*		P*	20.03.030(g)(2)
Detached garage	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*								20.03.030(g)(3)
Drive-through											A*							20.03.030(g)(4)
Dwelling, accessory unit	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*			A*	A*			20.03.030(g)(5)
Electric vehicle charging facility	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Greenhouse, noncommercial	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Home occupation	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*			20.03.030(g)(6)
Outdoor retail and display									T*	T*	T*			T*		A*		20.03.030(g)(7)
Outdoor trash and recyclables receptacles					A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*		20.03.030(g)(8)
Recycling drop-off, self-serve					A	A		A	A	A	A	A	A	A	A	A		
Swimming pool	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	20.03.030(g)(9)
Temporary Uses																		20.03.030(h)(1)
Book buyback									T*	T*	T*	T*		T*	T*			20.03.030(h)(2)

Construction support activities	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	20.03.030(h)(3)
Farm produce sales	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*				20.03.030(h)(4)
Real estate sales or model home	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*			20.03.030(h)(5)
Seasonal sales								T*	T*	T*	T*	T*	T*	T*				20.03.030(h)(6)
Special event	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*	T*		T*		23.03.030(h)(7)

(Amd. of 1-14-2020; Ord. No. 20-07, § I(Att. B), 4-15-2020; Ord. No. 21-17, § II(Att. A), 4-21-2021; Ord. No. 21-22, § II (Att. A), 4-21-2021; Ord. No. 21-23, § II(Atts. A, B), 6-14-2021)