



# City of Bloomington Common Council

## Legislative Packet

Containing legislation and materials related to:

Wednesday, 25 January 2023

Regular Session at 6:30pm



# CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA AND NOTICE:  
REGULAR SESSION  
WEDNESDAY | 6:30 PM  
25 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/88242427457?pwd=QTZyMGNGUC82OEVXTDNUVkk0REtBZz09>

- I. **ROLL CALL**
- II. **AGENDA SUMMATION**
- III. **APPROVAL OF MINUTES:**
  - A. March 02, 2022 – Regular Session
  - B. March 23, 2022 – Regular Session
  - C. October 06, 2022 – Special 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. 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. 1<sup>st</sup> Street (Saint Real Estate LLC, Petitioner)
  - B. Resolution 23-03 – To Approve an Interlocal Cooperation Agreement Between the City of Bloomington and the Bloomington Public Transportation Corporation Regarding Economic Development Local Income Tax Distribution to Support Transit Projects

*(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.

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**Posted: January 20, 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 January 18, 2023 Regular Session when discussion was postponed to the January 25, 2023 Regular Session.*

**VII. LEGISLATION FOR FIRST READINGS**

- A. Ordinance 23-02 – To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” Re: Transfer from Chapter 2.21 (Department of Law) to Chapter 2.23 (Community and Family Resources Department)

**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.

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**Posted: January 20, 2023**



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

Minutes for Approval

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02 March 2022 | 23 March 2022

06 October 2022

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, March 02, 2022 at 6:30pm, Council President Susan Sandberg 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  
March 02, 2022

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 [6:31pm]

Council President Susan Sandberg summarized the agenda.

AGENDA SUMMATION [6:31pm]

There were no minutes for approval.

APPROVAL OF MINUTES [6:31pm]

Sgambelluri mentioned her upcoming constituent meeting.

REPORTS

Rollo spoke in support of the Ukrainian people and said it was imperative for the public to contact their representatives to compel diplomacy.

- COUNCIL MEMBERS [6:33pm]

Smith expressed support for Ukraine and echoed Rollo's comment.

Volan acknowledged a constituent's complaint of a construction site's noise very early in the morning.

Rosenbarger mentioned her upcoming constituent meeting.

Sandberg spoke about the upcoming reopening of the Waldron Arts Center.

Devta Kidd, Director of Innovation in the Office of the Mayor, gave a report on end of pilot recommendations on the 1,000 Households Who Mulch program. She discussed successes, metrics, environmental impacts, recommendations, and community partners. She introduced Michael Large, Joe Wynia, and Lauren Clemens.

- The MAYOR AND CITY OFFICES [6:41pm]

Michael Large, Special Projects/Operations Manager in Public Works, discussed the history of the project, conversations with residents, education, guides, incentives, successes, concerns, incentives, and negative consequences.

Joe Wynia, member of the Steering Team, commissioner for the Commission on Sustainability, and a member of the Citizens' Advisory Committee for the Monroe County Solid Waste Management District, discussed environmental co-benefits, positive consequences, community building, and participant feedback.

Rollo thanked staff and Piedmont-Smith for continuously reminding the administration about the program during council discussions. He commented on the ability to use leaves for mulching, suppress weeds, and on cardboard over invasive plants. He asked if it was possible to further reduce carbon and energy use by not shredding leaves.

Council questions:

Kidd said the response varied and there were participants that kept the leaves whole, but others believed that entire yards should be raked clean.

Rollo also commented that the leaves also would remain out of the storm drains.

Sims also thanked staff and participants. He asked if community members would be able to get leaf pick-up bags as had been done in the past.

Kidd responded that the expanded pilot program showed that not many community members used the free yard waste bags, but those that did saw it as an incentive. She described how the program worked as well as tracking households that used, or did not use, the leaf vacuum.

Smith thanked staff as well, and asked about fees.

Kidd said that the fee recommendation would be \$20 per pickup, starting after year three. She described incentivizing, on-demand pick up, and more in years one, two, and three.

Smith asked how households would learn about the program.

Kidd stated there would be promotional materials, word of mouth information, and neighborhood listservs.

Piedmont-Smith thanked staff, Wynia, and Large. She asked how residents could pickup free yard waste bags worked and if there was currently a fee.

Kidd thanked Piedmont-Smith for participating in the pilot program. She explained that the yard waste bags would be free only during the leafing season.

Piedmont-Smith asked if that was only in the transition phase.

Kidd said it would be free in the leaf collection season, but during the rest of the year, it would remain at \$1 per bag.

Piedmont-Smith said it was something to consider in the future since the goal was to mulch and compost on site, and not have greenhouse gas emissions in collecting the yard waste.

Kidd agreed and noted the importance of there not being an increase in yard waste collection.

Sgambelluri asked for clarification on the reduction in operating costs.

Kidd explained that it was a separate sub-pilot program focused on making the vacuum collection more efficient. She said Large worked with the Streets division in Public Works who worked with Centerstone staff to rake ahead of the vacuum trucks to improve efficiency. That led to reduction in labor and overtime pay.

Sgambelluri asked if the vacuum trucks ran only on demand and presupposed fees to property owners for the service.

Kidd confirmed that was correct and explained details about the costs.

Sgambelluri asked what incentives would be successful in getting more participants.

Kidd said that it would be great to engage councilmembers in outreach about the program. She said that many had seen yard signs about the program.

Rollo asked if the collected leaves were still sent to Good Earth and if the city paid for that.

Kidd confirmed that was correct and the noted a reduction in operating costs when households processed leaves in their yard.

Rollo recommended that the city, and/or households, give leaves to local growers free of charge and provided benefits of doing so.

Kidd said that was explored during the pilot program and described the participant's mutual aid that occurred.

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

Gloria Colom Braña, Program Manager, Historic Preservation, in the Housing and Neighborhood Development (HAND) Department, reviewed the Historic and Conservation District Guidelines including an overview on current districts, design guidelines, Certificate of Appropriateness, current guidelines, multi-property districts, and the role of communities.

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

Sims thanked Braña and asked about revising historic preservation guidelines by working with the community.

Council questions:

Braña explained that each community worked differently. She referenced the Prospect Hill Local Historic District Guidelines and its processes as an example.

Sims asked if roofing and exteriors of a historic house were examples of what would be updated.

Braña said it would not be complete revisions, but things like accessibility could require updating the guidelines.

Flaherty asked about technology improvements like access to solar energy, affordable housing types, and more. He said that sometimes historic preservation was a barrier to such improvements.

Braña responded that evolving technology was incorporated and some historic districts were more explicit about it. She explained that sometimes an exception was made if the change did not cause permanent or extreme changes and she provided examples. She said it was ultimately up to the communities.

Flaherty asked if the decisions were up to the individuals making the standards for their neighborhoods and not a uniform approach in the city.

Braña confirmed that was correct.

Sandberg referenced a discussion she had with Braña about challenges regarding communication with various historic preservation units within the city, as well as notices.

There were no council committee reports.

- COUNCIL COMMITTEES [7:35pm]

Connor Bickel spoke about construction noise concerns near his home on 14<sup>th</sup> Street. He provided details of the neighborhood and the construction site.

- PUBLIC [7:36pm]

Rollo moved and it was seconded to make the following appointments:

APPOINTMENTS TO BOARDS AND COMMISSIONS [7:40pm]

- For the Bloomington Arts Commission – to appoint Nia Carlsgaard to seat C-5 and to appoint Suzanne Ryan Melamed to seat C-3.
- For the Historic Preservation Commission – to appoint Ernesto Castaneda to seat C-3.
- For the Redevelopment Commission – to reappoint Deborah Myerson to seat C-2 and to appoint Randy Cassady to seat C-1.
- For the Tree Commission – to appoint Mary Welz to seat C-1 and Stephanie Freeman Day to seat C-2.

Piedmont-Smith also moved and it was seconded to appoint Jack Wanninger to seat C-5 of the Parking Commission.

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

Volan moved and it was seconded to make the following appointments:

- For the Community Advisory on Public Safety Commission – to appoint Satish Vuyyuri to seat C-1 and Jason Michalek to seat C-2.

- For the Traffic Commission – to appoint Steven Reynolds to seat C-4 and David Sabbagh to seat C-1.

APPOINTMENTS TO BOARDS AND COMMISSIONS (cont'd)

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

Flaherty moved and it was seconded to make the following appointments:

- For the Bloomington Digital Underground Advisory Committee – to appoint Mike Satterfield to seat C-2.
- For the Commission on the Status of Women – to appoint Shefali Prabhakar to seat C-2 and to reappoint A'ame Joslin to seat C-3.
- For the Community Advisory on Public Safety Commission – to reappoint Nejla Routsong to seat C-5.
- For the Environmental Commission – to appoint Luke Swain to seat C-3.

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

Sims moved and it was seconded to make the following appointments:

- For the Animal Control Commission – to reappoint Sita Cohen to seat C-1.
- For the Board of Zoning Appeals – to reappoint Jo Throckmorton to seat C-1.
- For the Commission on Aging – to reappoint Jennifer Donegan to seat C-1 and to reappoint Robert Deppert to seat C-2.
- For the Housing Quality Appeals Board – to reappoint Nicholas Carder to seat C-2.
- For the Human Rights Commission – to reappoint Valeri Haughton to seat C-2 and to reappoint Byron Bangert to seat C-3.
- For the Bloomington Urban Enterprise Association – to reappoint Mary Morgan for reappointment to seat C-3.

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

LEGISLATION FOR SECOND READING AND RESOLUTIONS [7:54pm]

Rollo moved and it was seconded that Resolution 22-07 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.

Resolution 22-07 - To Approve Recommendations of the Mayor for Distribution of Community Development Block Grant (CDBG) Funds for 2022 [7:54pm]

Rollo moved and it was seconded that Resolution 22-07 be adopted.

John Zody, Director of the Housing and Neighborhood Development (HAND) Department, presented the legislation. He thanked staff and the Citizen's Advisory Committee (CAC) for their work on reviewing the applications and making recommendations. Zody provided details on the recommended allocation of dollars totaling \$1.1 million to seventeen local organizations.

Piedmont-Smith asked for the proposed allocations to be shared during the meeting for the benefit of the public. Stephen Lucas, Council Attorney, shared the information from the packet.

Council questions:

There was no public comment.

Public comment:



Piedmont-Smith referenced the Transportation Committee’s (TC) report with sidewalk allocations including the Adams Street sidewalk. She asked if the funding for physical improvements for the City of Bloomington Engineering meshed with the TC’s decision on the project.

Smith said he did not have knowledge of it meshing.

Zody asked for clarification on the question.

Piedmont-Smith responded that it was her understanding that the project would be funded by both the Community Development Block Grant (CDBG) and the council sidewalk funds.

Lucas clarified that for the Adams Street project, council’s sidewalk funds would total \$120,000 and the CDBG would fund \$140,000 and would mesh.

Sims asked for clarification on the projected funding and what happened if not enough funding was received.

Zody explained that the Housing and Urban Department (HUD) allocated funding directly to Bloomington, as a city of 50,000 or more, as opposed to going through the state of Indiana. He explained the timeline, annual action plan, and goals for the next program year. He said that Resolution 22-07 was considering projects for the next program year. Zody clarified that the actual dollar amount would not be known until the following spring or summer and provided additional details.

Sandberg thanked Smith and Rosenbarger for their participation with the CAC.

The motion to adopt Resolution 22-07 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Resolution 22-07 (cont’d)

Council comment:

Vote to adopt Resolution 22-07 [8:07pm]

Rollo moved and it was seconded that Resolution 22-06 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.

Resolution 22-06 - To Confirm Resolution 22-05 Designating an Economic Revitalization Area, Approving the Statement of Benefits, and Authorizing an Abatement Period for Real Property Improvements and Personal Property Re: Properties at 1300 S Patterson Drive (Catalent Indiana, LLC, Petitioner) [8:08pm]

Rollo moved and it was seconded that Resolution 22-06 be adopted.

Lucas noted that the opportunity for public comment on the legislation served as the statutorily required public hearing where any objections and remonstrance would be heard by council.

Alex Crowley, Director of the Economic and Sustainable Development (ESD) Department, presented the legislation. He said that council would be considering the confirmatory resolution of the tax abatement to help attract a significant potential capital investment and proposed job growth commitment by Catalent. Crowley explained that the job and capital commitment was significant and reiterated that Bloomington was competing for the investment. He also explained that the proposal was designed to minimize Bloomington’s risks. He summarized Catalent Investments & proposal, wage growth, housing demand, Catalent-related taxes, analysis by Press, Catalent engagement, and recommendations.

Sims asked if it was correct that passing Resolution 22-06 would indicate to other businesses the attractiveness of investing in Bloomington. He wondered how much abatements figured into potential investments.

Council questions:

Crowley said that it depended on the need of the organization. Catalent’s investment was heavily skewed to personal property. He provided examples of other organizations’ needs.

Sims clarified that he was interested in learning about businesses outside of Bloomington that were looking at investing in the city. He did not want to needlessly encourage abatements.

Crowley agreed and provided information on abatements. There were other strengths within Bloomington and tax abatements were not always necessary.

Rollo commented that the biggest shock when Thompson and Consumer Electronics left the city had been the size of the organization. He also commented on communities relying heavily on one organization and on the aftermath when that company leaves. He asked about diversification of public investment within various economic sectors. He also asked how biotechnology would be expected to perform in a recession.

Crowley responded that diversification was important. He also commented on lack of large- and medium-scale businesses for job applicants. There had been some increasingly strong businesses in the community, including mid-range businesses. He commented further on attracting talent to Bloomington.

Andrew Espejo, General Manager at Catalent, commented on Catalent's diversified offerings, demands, biologic markets, non-Covid programs, manufacturing, and increase in demand.

Rollo said that biologics seemed to have a steady market.

Espejo agreed.

Volan asked for further clarification on the diversification of public investments and why Bloomington was not investing millions into multiple businesses.

Crowley responded that the city was investing into multiple businesses and referenced The Mill which encouraged startup companies. He said that the city applied for, and received, federal money for the Trades District technology center. He provided additional details.

Volan asked if all those investments totaled \$30 million.

Crowley did not have the total amount, and reiterated the significant opportunity in the proposal.

Volan asked if granting a tax abatement made Bloomington more attractive to companies seeking tax abatements. He referenced Catalent's and Cook Pharmica's growth over the past two decades. He wondered why staff thought that growth would not have happened without an abatement.

Crowley explained that while those companies were already in Bloomington, they were also in other communities. The proposal was attempting to encourage job growth by tipping the scale in favor of Bloomington. He explained the interconnectedness of investments.

Volan said that homeowners were paying a disproportionate price because in Indiana (IN) the only tax on businesses was principal property tax. He said that passing the proposal would make homeowners pay. He also commented on circuit breakers.

Crowley explained that real estate property was also taxable for businesses.

Volan responded that the proposal was an investment in personal property and that the real estate investment was minimal in comparison.

Crowley said that the overall assessed value for the community was about 94% real property and 6% personal property. The overall contribution for taxes paid far outweighed personal property. He encouraged people not to assume that the taxpayer would bear the burden of the cumulative amount of the tax abatement. He said that was oversimplifying the proposal.

Volan asked if Crowley was saying that it was a cost-free proposal and there was no downfall for the community. Resolution 22-06 (cont'd)

Crowley explained that it was a positive effect on the community that went beyond tax calculations.

Flaherty was struggling with the proposal because of Indiana's statutory guidance regarding tax abatements. He referenced Indiana code and the requirements for an Economic Revitalization Area (ERA). He did not disagree with the benefits that Resolution 22-06 would bring to the community, however, did not see how it reconciled with certain requirements of state code like being an undesirable property for normal development.

Crowley explained the parcels that would be incorporated were stagnant since the departure of Thompson. He said there was still a lot of development that could be done and provided additional details regarding the land area in the proposal.

Flaherty asked if for further clarification on why an area could be undesirable for growth could be provided. He said that the proposal did not meet that specific requirement. He asked for financial justification from Catalent as to why the expansion was necessary, and could not occur without an abatement. He asked for other justification aside from it making Bloomington more competitive.

Crowley said that the competitive disadvantage relative to the personal property liabilities was significant. He explained that staff had been working with Catalent over the previous six months to learn what would make Bloomington a desirable location to invest.

Espejo explained that Catalent was in the planning period and all the sites were competing for volume. Catalent had financial packages showing viability within a particular location. He said that the abatement would help with attracting the investment to Bloomington.

Flaherty asked if the financial package was modeled on various scenarios including with and without an abatement. He asked if there was information on the expected return on investment in the two scenarios.

Espejo said he did not have the numbers at the time. He explained that if Catalent did not receive the abatement, then the company would need to reevaluate its plans.

Volan asked how it could be assumed that there was a lack of development given the data on job growth. He referenced the investment made with Cook Pharmica in 2003-2004 said it was justified. He asked for further clarification on the proposal.

Crowley responded that Bloomington was not competing with other IN counties but rather with out of state locations. He explained that Catalent's decision was based on how Bloomington stacked up against other locations.

Volan clarified that he asked about the statute which called for renewal of underdeveloped locations. He understood that there were some areas that needed to be built on but the area in the proposal was not a decrepit or neglected area.

Crowley said it was important to look at the entire area which had different histories. He said that the area had a lot of potential to help with the employment base but it needed to be optimized.

Volan said that the undeveloped land had been owned for a long time by Monroe County government. He did not believe it could be said that land was undeveloped because it was owned by the county.

Crowley responded that he did not know the whole history of the area but understood that the county was eager to develop the land under the right circumstances.

Volan clarified that the land being held by county government did not meet the standard that Flaherty referenced in Indiana code. Resolution 22-06 (cont'd)

Crowley said he could not speak to the history of offers for the land to the county.

Rollo commented on the number of jobs that had left the community as well as job growth. He commented that the proposal would allow for one thousand jobs, with half living with Bloomington, and others commuting. He asked for clarification on those numbers.

Espejo said that it was hard to predict exact numbers, but that the goal was to attract local talent.

Rollo asked about the numbers, historically.

Espejo said 52% were from Monroe County and 48% were from outside the county.

Rollo stated that was where employees were currently living and asked about future job applicants. He provided examples of training in the biotechnology fields available in the city. He commented that there would be less technical positions that would need to be filled.

Espejo said he did not have that data and it was difficult to say.

Crowley added that he did not have that demographic information either and said that the goal was to provide opportunities to the local population. He commented on wage growth and avenues for higher wage opportunities.

Sandberg established three minutes per public speaker.

Public comment:

Jennifer Pearl, President of the Bloomington Economic and Development Corporation (BEDC), commented in favor of Resolution 22-06 and provided reasons.

Joseph Wynia spoke about climate crisis and the effects of sectors like biotechnology on the environment and living beings.

Cindy Canarnee discussed reasons in favor of Resolution 22-06.

Eric Spoonmore, President of the Bloomington Greater Chamber of Commerce, spoke in favor of Resolution 22-06.

Ariana Gunderson spoke against Resolution 22-06 and urged council to vote against it.

Geoff McKim, County Council, spoke in support of Resolution 22-06 and provided reasons.

John Fernandez commented on the benefits of Resolution 22-06.

Jeff Wuslich supported Resolution 22-06 as a small business owner.

Volan asked about Catalent's work with ESD on the Transportation Demand Management (TDM) program.

Council comments:

Crowley referenced the TDM plan from 2015. He said they were working to build a platform and a software program that allowed people to connect on non-single occupancy travel. He provided additional details on the plans, partnerships, and marketing of the program.

Volan inquired about the metrics of the program.

Crowley mentioned end-user engagement levels, and how people used the program, as well as behavior changes.

Volan asked how staff would know that opportunities were accessed by local community members. He asked if the number of

employees hired from Monroe County versus outside of the county could be reported.

Crowley said that could be worked out with Catalent.

Espejo stated that he would follow up with Catalent's Human Resources (HR) department for that information.

Volan asked if Catalent would be willing to collect the information if they did not already have it.

Espejo reiterated that he would follow up with HR.

Resolution 22-06 (cont'd)

Rollo thanked the public for their input and said that Resolution 22-06 needed careful consideration. He explained that it was important to balance economic development with the impact of the human footprint on ecological resources. He commented on human well-being, circular economy, and local agriculture. Rollo noted that Catalent, as an economic sector, had minimal pollution and provided examples. He highlighted some ongoing successes. He spoke against growth without purpose and about the site's development. He also commented on the jobs that would result from the proposal, and about Ivy Tech's commitment to education and training in the sector. He said that the range of jobs' skill sets and higher wages were significant as a public investment. He further commented on jobs in the region and spoke in favor of the proposal.

Flaherty thanked everyone for the discussion. He said that Catalent paid its employees good wages and commented on tax abatements and the statutory authority for doing them. He referenced the proposal and its reasoning and explained his hesitation with the tax abatement at the proposed level. He said that there had not been a justification for an abatement as a necessary condition for Catalent's proposed investment. Flaherty stated that it was possible that Catalent would still invest in Bloomington, without the abatement, since the city was the most attractive prospect amongst the alternatives. He further commented on the proposal and decision-making by councilmembers. He referenced the criteria for tax abatements in the IN code and said that Catalent would need to demonstrate that the development could not occur without the abatement. He provided examples. Flaherty reiterated that there were many unknowns, including if the abatement was necessary and if so, at what level, and whether or not Catalent would invest in Bloomington without the abatement. He would be voting against Resolution 22-06.

Smith also thanked everyone for their input. He believed Resolution 22-06 was a great opportunity. He explained that the tax abatement landscape had changed and there was more competition. He believed the proposal was a win for everyone in the long term and for the future of Bloomington. He pointed out that over the course of twenty years, the salary would total about \$134 million and the tax the city would collect in one year would be about \$455,000 and that over twenty years it would be \$9 million. He praised Catalent for being a good community partner, being environmentally sound, and for its wages and education. He said that voting against the proposal was a vote against bringing jobs to Bloomington, and tens of millions of dollars to the local economy.

Piedmont-Smith thanked everyone and stated that Resolution 22-06 was a very difficult decision and that tax abatements were not the ideal way to run a local government. She explained that there were rules as a society so that everyone paid taxes in order to do things as a community that could not be done individually. She was concerned with allowing a multi-billion dollar corporation to not

Resolution 22-06 (cont'd)

adhere to the rules. It appeared as bribery to have Catalent expand in Bloomington. Piedmont-Smith said that Catalent had \$3 billion in revenue in 2020, and the Chief Executive Officer (CEO) made \$12.6 million. She said the pay ratio was 189:1 for average pay and 318:1 for lowest pay. She commented on climate change, threats to the biosphere, and the rapid decreasing of species. She explained that Resolution 22-06 was business as usual, and said that voting against it would not change things immediately. She said it was important to use the economic development tools for re-localization efforts in order to become more self-reliant as a community and provided reasoning. She said that in the current paradigm, the proposal would provide many good paying jobs. She explained other efforts Catalent had made including sustainability efforts and diversity efforts. She would vote for Resolution 22-06.

Rosenbarger also thanked those who worked on the proposal and provided feedback. She said that the proposal was a difficult decision to make and found the discussion helpful. She mostly agreed with the consensus regarding the proposal. She explained that she would abstain because she did not support the tax abatement process. Rosenbarger stated that it was not ideal to provide tax abatements for multi-billion dollar companies instead of the many local small businesses in the city. She also said it was fair that Catalent and the city were using the processes that were available. It was odd to her that the city was having to convince a company to invest in the city when there were so many people wanting to live in the city that there was not enough housing. She appreciated that Catalent paid living wages. Rosenbarger was concerned that the proposal would bring in employees, mostly from outside the city, who would then not pay their fair share in using the city's roads, amenities, and spaces. She felt it was not equitable. She also commented on the missed opportunity for a robust discussion about supporting sustainability as well as business. She provided examples like a Planned Unit Development (PUD) paying for a bus route, et cetera. She appreciated the discussion regarding Resolution 22-06.

Volan said that the reasons in favor of the largest tax abatement proposed in city history were devoid of details. He said that the labor market was already attractive because of past government actions and provided reasons for the desirability of the city. He explained that even during downturns, Bloomington had been a good steward of its budget. He commented on problems with the proposal including its vagueness, lack of hard numbers, and lack of data regarding the incoming employees. The city could have required more information as a condition of the abatement. Volan said that he would have been willing to vote in favor of the proposal if Catalent had proposed something more than just buying a lot of equipment to further their business. Catalent could have committed to doing something that furthered the Comprehensive Plan like building housing, reducing commute times and the use of cars, increasing density, and increasing public transportation. Volan said that Catalent still could do so. He also said that council was being asked to bid blindly on Catalent. Volan then commented on the city's and county's housing, density, transit, and the local economy. He further discussed the possible count of Catalent employees living in the city. Volan echoed Flaherty's concerns on the lack of information and data with the proposal. He expected that Catalent would provide the data as requested and thus, Volan would abstain on Resolution 22-06.

Resolution 22-06 (cont'd)

Sgambelluri thanked everyone for the discussion and spoke about council's responsibilities including ensuring Bloomington's long term economic resilience. She said that an economically healthy city was able to do all that Bloomington aspired to do. She explained that Bloomington was not the only desirable community to locate and grow a business. Sgambelluri said that it was unclear if the land would be developed without the abatement, but that it was possible. Council was being asked to vote based on incomplete information, but iterated that Catalent's proposed project was an enviable opportunity for the city. She said that Catalent had a history of under-promising and over-delivering and had invested significant dollars in the community. Sgambelluri provided examples and named some benefits of the proposal. She would enthusiastically support Resolution 22-06.

Sims thanked everyone for their work and input on the proposal stated that he would support Resolution 22-06. He appreciated and agreed with many of the points made in the discussion. He discussed the advancement with tourism to the city and provided examples. He spoke about enrollment at Indiana University (IU) which had increased, while had decreased at other universities. He spoke about diversification in the city and IU's and IU Health's contribution. Sims commented on vulnerable populations within the city and his experience. He appreciated Catalent's diversity initiatives. He commented on the labor pool and the affordability of living in the city in conjunction with the percentage of Catalent employees that lived in and out of the city. He disagreed that it was necessary for council to ask Catalent for employee addresses and did not understand what the purpose of the request was. He iterated that what was important was the regional aspect of the proposal.

Sandberg also thanked everyone for the discussion. She repeated that wages were a part of affordability and of one's ability to live in the city. She said it was important to raise the wage floor. She commented on the resilience of the community when industry had left the city. She stated that she supported the opportunity to raise the wage floor with Resolution 22-06 and supported it.

Volan addressed Sims point regarding the privacy of employees. He said he did not request addresses of Catalent employees but rather requested data on the counties in which the employees resided. He noted that other employers were not asking the city for a \$30 million abatement. Volan stated that, if the proportions remained the same, that only 30% of new Catalent jobs would be made available to Bloomington residents, and taxpayers, and that 48% would be from outside the county. He clarified that the other 22% of new jobs would be going to people who were currently remonstrating against becoming part of the city via annexation.

Flaherty commented that his colleague from District III [Smith] stated that voting against Resolution 22-06 was akin to voting against bringing one thousand good jobs to Bloomington. He clarified that was patently false and that council was voting on a \$30 million tax abatement to a highly profitable corporation as an incentive to bring jobs though it was unclear whether or not the incentive was needed. He said it was also unclear if the jobs would arise without the abatement.

The motion to adopt Resolution 22-06 received a roll call vote of Ayes: 6, Nays: 1 (Flaherty), Abstain: 2 (Rosenbarger, Volan).

Vote to adopt Resolution 22-06 as amended [10:25pm]

There was no legislation for first reading.

LEGISLATION FOR FIRST  
READING [10:25pm]

There was no additional public comment.

ADDITIONAL PUBLIC COMMENT  
[10:25pm]

Stephen Lucas, Council Attorney, reviewed the upcoming schedule.

COUNCIL SCHEDULE [10:26pm]

Volan moved and it was seconded to cancel the Committee of the Whole scheduled for March 09, 2022. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to cancel Committee of the Whole [10:27pm]

There was brief council discussion.

Rollo moved and it was seconded to adjourn. Sandberg adjourned the meeting.

ADJOURNMENT [10:30pm]

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, March 23, 2022 at 6:30pm, Council President Susan Sandberg presided over a Regular Session of the Common Council.

COMMON COUNCIL  
REGULAR SESSION  
March 23, 2022

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

ROLL CALL [6:32pm]

Council President Susan Sandberg summarized the agenda.

AGENDA SUMMATION [6:32pm]

Rollo moved and it was seconded to approve the minutes of February 02 and February 24 of 2022. The motion was approved by a voice vote.

APPROVAL OF MINUTES [6:35pm]

Rollo commented that people needed to remain aware of the war Ukraine and to contact their congressional representatives to urge for a negotiated settlement. He also commented on trees that were to be placed in the Gentry Crest neighborhood.

REPORTS

- COUNCIL MEMBERS [6:35pm]

Sims reported that it was his and Doris Sims' 43<sup>rd</sup> wedding anniversary.

Sgambelluri mentioned her upcoming constituent meeting.

Sandberg commented on Council Presidents' efforts during the pandemic including Volan and Sims. She explained that the commemorative gavel had not been formally passed on to them due to the pandemic. She presented Sims with a gavel representing his leadership during 2021.

Sims said that Volan was the first Council President to deal with the pandemic. Sims presented Volan with a gavel representing his leadership during 2020.

Matt Caldie presented the Environmental Commission's (EC) Annual Report. He spoke about difficulties and successes of the EC during the pandemic. He discussed EC's distributing one hundred white oak saplings, which contributed to local ecosystem health and canopy goals. He also discussed EC's history, advising to city departments, projects conducted by the EC, and future plans and proposals.

- The MAYOR AND CITY OFFICES [6:41pm]

Sgambelluri asked about the theme for the Ecoheroes.

Council questions:

Caldie explained that the theme was Fighting Fragmentation and was an effort to further the habitat connectivity plan that assists animals in traveling through habitats which strengthens the ecosystem.

Rollo asked if residents were going to be asked to participate in the wildlife corridors and to what extent.

Caldie confirmed that residents would be asked to participate and that there would be presentations providing more details. He said residents would be encouraged to plant more native species and could request more information.

Rollo asked if deer collision data would be included to inform the city of where to place warning signs.

Caldie said that had not been discussed but that a lot of Geographic Information System (GIS) work could be used.

Piedmont-Smith asked if selling invasive species in Indiana was prohibited.

Caldie stated that there was a list of banned species, but the Callery Pear tree was not included in that list. He said that list was enforced by the Indiana Department of Natural Resources (DNR). He also said that the EC's focus was less on enforcement and more on educational material to encourage the planting of native species.

Piedmont-Smith highlighted the EC website's guidelines for natural landscaping and native species and encouraged the public to look there.

Flaherty mentioned the upcoming meeting for the Climate Action Resilience (CAR) committee.

Greg Alexander spoke about a bicycle and pedestrian connection from North Walnut to Bloomington High School North. He commented that the Parks and Recreation department received money but did not comply with the proposed connection and instead built at Lake Griffy. He did not wish to disparage city staff but felt it was a misuse of funds and provided additional details.

Terry Amsler commented on the Novak Report and the assessment on boards and commissions. He urged the city to be cautious with the recommendations in the report and to not sacrifice civic engagement for efficiency.

Daryl Ruble discussed garbage by a homeless encampment near Cascades Park that was feeding into the creek. He commented on his interaction with the city and the DNR to clean up the area. He spoke further on his concerns about dangers involving individuals experiencing homelessness.

Heather Lacy, Deputy Attorney/Administrator, read a comment submitted via Zoom chat by Sam Dove about road closures due to work on pipes.

There were no appointments to boards and commissions.

Rollo moved and it was seconded that Ordinance 22-05 be read by title and synopsis only. The motion was approved by a voice vote. Clerk Nicole Bolden read the legislation by title and synopsis.

Sandberg referred Ordinance 22-05 to the Committee of the Whole to meet on March 30th beginning at 6:30 pm.

Rollo moved and it was seconded that Ordinance 22-06 be read by title and synopsis only. The motion was approved by a voice vote. Bolden read the legislation by title and synopsis.

Sandberg referred Ordinance 22-06 to the Committee of the Whole to meet on March 30th beginning at 6:30 pm. She commented that council had the option to consider Ordinance 22-06 later in the meeting, and if it did so, the legislation would not be referred to the Committee of the Whole.

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

- COUNCIL COMMITTEES [6:51pm]

- PUBLIC [6:52pm]

APPOINTMENTS TO BOARDS AND COMMISSIONS [7:05pm]

LEGISLATION FOR FIRST READINGS [7:06pm]

Ordinance 22-05 - To Vacate Public Parcels - Re: Two 16.5-Foot Wide Alley Segments Located Between West 1st Street, West 2nd Street, South Rogers Street, and South Morton Street (City of Bloomington Redevelopment Commission, Petitioner) [7:06pm]

Ordinance 22-06 - To Amend Title 8 of the Bloomington Municipal Code, Entitled "Historic Preservation and Protection" to Establish a Historic District - Re: The Johnson's Creamery Historic District [7:07pm]

LEGISLATION FOR SECOND  
READING AND RESOLUTIONS  
[7:09pm]

Rollo moved and it was seconded that Resolution 22-08 be introduced and read by title and synopsis only. The motion was approved by a voice vote. Bolden read the legislation by title and synopsis.

Resolution 22-08 - Resolution to Opt Back in to Opioids Settlement Pursuant to Indiana Code § 4-6-15-2 [7:09pm]

Rollo moved and it was seconded that Resolution 22-08 be adopted.

Beth Cate, Corporation Counsel, congratulated Sims on his anniversary. She introduced Jonathan Knoll, outside legal counsel, Cohen & Malad, LLP., and presented Resolution 22-08. She summarized the process to date as well as updates made by Indiana. Previously the city was barred from participating in other settlements but the state legislature had changed that and solved other problems with the legislation. She provided additional details including how funding could be used, the development of best practices for opioid addiction treatment, and the flexibility and inclusiveness of the usage of the funds. To date the funding for Bloomington was \$2,130,022.86 with the reduced attorney fee of 8.7%. She recommended that the city opt back in because it was a very good deal.

Volan asked if Knoll counseled any cities other than Bloomington and if so, if there were similar negotiations regarding the fee.

Council questions:

Knoll said it was the same agreement.

Cate said that part of the negotiated settlement included a reduction in attorney fees and the state would set up a backup fund.

Sgambelluri asked about the timeline of the distribution of payments.

Knoll said the first payment was scheduled in April or May followed up with another one in July.

Cate added that it was a multi-year payout.

Sgambelluri asked if there was a deadline to spend the funds.

Knoll explained that there were annual reports required and more information on the requirements would be forthcoming.

Piedmont-Smith said that 70% of the funding needed to go to the purposes outlined in the agreement and asked what the reference to 85% was.

Cate responded that the statute and the agreement were different and provided different recommendations and requirements. She explained the requirements in the settlement agreement and said that the list of uses was lengthy and broad.

Knoll confirmed that was correct and said that they would work with council on the guidelines.

Piedmont-Smith asked if there would be a special fund that would be appropriated by council.

Cate stated that at the time she was not sure, but that due to the special requirements, it was possible that a separate fund would be needed. Further guidance from the Attorney General was forthcoming.

Knoll said he would defer to Cate.

Cate said there would be an expectation that the city spend the funds under the agreement and statute.

Smith commented on a recent news article about additional funding by the Purdue Pharma for the settlement and asked if there would be subsequent funding.

Cate responded that it was possible for the city to participate in future settlements.

Knoll confirmed that was correct and provided information on potential additional settlements.

Sims thanked Cate and Knoll for their presentation. He asked if additional council action would be necessary for the city to participate in potential additional settlements.

Cate believed that by opting in at the time would allow the city's participation in future settlements.

Sims asked about the discussions regarding an abatement strategy standpoint.

Cate stated that she was not the appropriate person to answer that and that it was early in the planning process, partly because the city was waiting on further guidance.

Rollo asked if Stephen Lucas, Council Attorney/Administrator, had any information about council's participation.

Lucas confirmed that it was early in the planning process and council's participation would be determined by additional guidance.

Volan asked when the administration planned to use the funds.

Cate reiterated that it was too early in the process to definitively know but that council would be kept up to date with plans. She reminded council that the money would be paid out over several years.

Volan asked if there was a sense of what budget categories would be involved; personnel, supplies, service, or capital.

Cate said that she had not participated in any conversations regarding budget categories. She anticipated that guidelines of what was allowable would guide the spending of the funds.

Volan asked if it was known, at least, what department(s) would be involved.

Cate reiterated again that it was too early in the planning process and more information and guidance would be forthcoming so that the city could plan accordingly.

Piedmont-Smith asked if Monroe County was opting in to the settlement agreement and if so, how much they would receive.

Cate stated that she understood that the county supported opting in to the settlement, but that she did not know the dollar figure.

Knoll confirmed that the county opted back in to the agreement.

Sims asked how the frequency of payouts would be determined.

Cate said that the payout schedule was still being developed.

Knoll said that the payout schedule was based on the agreements but that it was too early to definitively know.

Cate said that one agreement was over eighteen years and the other was for eleven years.

Sgambelluri asked if whatever strategy was selected would be expected to be managed by the city.

Cate understood that it would not need to be managed by the city but would need to satisfy the criteria in the schedule.

Knoll reiterated that the city had to abide by the settlement agreement and statute but that the city could potentially partner with the county or other municipalities, for example.

Dave Askins noted that Monroe County’s settlement amount was \$2,900,000 minus the 8.7% attorney fee. He did not know why Monroe County would receive more than Bloomington.

Public comment:

Rollo was curious about why Monroe County’s settlement amount was greater.

Council comments:

Cate stated that the amounts were dictated by the settlement agreements.

Knoll summarized the impact metrics and amounts.

Piedmont-Smith said she supported Resolution 22-08 and hoped there would be additional settlements from Purdue Pharmica. She expected a lot of deliberation on how to best spend the funds since the distributions would be over many years. She urged the city to work with the county to pool funds together to maximize effectiveness.

Volan appreciated the discussion and hoped that Cate would take council’s questions back to the administration. He also hoped that the administration would take council’s concerns into account when drafting the appropriation ordinances for the funding. He provided suggestions for spending the funding on capital.

Sims stated he would support Resolution 22-08 and commented on collaborating with the county. He said that individuals with opioid addiction may also have alcohol addiction and wondered how that would be addressed. Sims referenced entities like the Monroe County Public Library (MCPL) and urged their participation too.

The motion to adopt Resolution 22-08 received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote to adopt Resolution 22-08 [7:47pm]

Rollo moved and it was seconded that Ordinance 22-06 be introduced and read by title and synopsis only. The motion was approved by a voice vote.

Ordinance 22-06 – To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: The Johnson’s Creamery Historic District [7:48pm]

Lucas interjected that since Ordinance 22-06 had already been introduced and read at the meeting, council had the option to move to consider to adopt it at the same meeting. He said that it would require unanimous consent.

Sandberg asked Lucas if the motion on the table needed to be stricken.

Lucas confirmed that was correct.

Rollo moved and it was seconded that the Council introduce and consider Ordinance 22-06 for adoption at the same meeting and on the same night it was introduced.

Flaherty asked to hear from staff and stated that he would be voting against considering Ordinance 22-06 for adoption because there was new information. It was imprudent to consider the new information before final action that evening.

Council questions:

Volan agreed with Flaherty. The new information needed to be considered so Volan would not support the motion.

John Zody, Director of Housing and Neighborhood Development (HAND) department, stated that he and Gloria Colom-Braña, Historic Preservation Program Manager; Mike Arnold,

Neighborhood Compliance Officer; and Daniel Dixon, Assistant City Attorney, were available to answer questions.

Ordinance 22-06 (cont'd)

Sandberg asked if a presentation of Ordinance 22-06 was required.

Council questions:

Lucas explained that council could consider anything that would address the motion on the table.

Zody reviewed the safety issue regarding the smokestack, and iterated that there was a sense of urgency. The new information included a revised map as well as a question about the alley vacation, which the Planning and Transportation department did not have a record of. He discussed the section of the B-Line that had been closed due to the poor condition of the smokestack and said that it would not prohibit the opening of the Farmer's Market. Zody explained that staff believed, along with the Historic Preservation Commission (HPC), the Johnson Creamery property should be considered a worthy structure for historic designation.

Sims stated that he had intended to support Ordinance 22-06. He suggested that since two councilmembers had indicated that they would not support the motion to consider the legislation for adoption at the meeting, that there be a vote and if it failed that there would be a full report at the upcoming Committee of the Whole.

Rollo asked Zody to describe the urgency he referenced.

Zody explained the structural issues with the smoke stack, the unsafe order, the discussions between the building owner and the city, and things that would cause the smoke stack to fall. He said that it was critical to balance the necessary process to protect the structure and smoke stack with public law and safety.

Flaherty asked Zody if the smoke stack could have already been demolished had the HPC and city not pursued a historic designation.

Zody responded that the Johnson Creamery had been a notable structure for a number of years and was on the Sights and Structures list in the city. That put it under the scrutiny of the HPC and the owners would need to go before the HPC requesting demolition permits.

Daniel Dixon, Assistant City Attorney, said that if the legislation to designate the structure as historic failed, then demolition could occur without any oversight.

Piedmont-Smith asked Lucas if it was possible to call a Special Session to follow the Committee of the Whole the next week instead of waiting two weeks.

Lucas confirmed that was correct.

Volan, in reference to the potential events that could cause the smoke stack to fall, stated that there had not been F2 tornadoes in Bloomington. He was in Eigenmann Hall when there was a seismic event in 1987 where the building swayed but did not fall. He understood a sense of urgency but did not feel that it was necessary to call a Special Session, and urged council to follow the normal process since the urgency was not severe.

Smith asked if the city had a position on removing the smoke stack from historic designation.

Zody stated that the city did not support the complete removal of the smoke stack. He explained that the HPC had a meeting the following day and a certificate of appropriateness would be

presented from the owner. He said the smoke stack needed to be lowered to a safe height as soon as possible and described the details and potential next steps.

Ordinance 22-06 ( cont'd)

Sandberg asked for clarification on the motion.

Lucas clarified that a "Yes" vote would signify being in favor of considering Ordinance 22-06 for adoption that evening.

The motion received a roll call vote of Ayes: 3 (Rollo, Sandberg, Sims), Nays: 6, Abstain: 0. FAILED.

Vote to consider Ordinance 22-06 [8:08pm]

There was no additional public comment.

ADDITIONAL PUBLIC COMMENT [8:08pm]

Lucas reviewed upcoming legislation and schedule.

COUNCIL SCHEDULE [8:10pm]

Rollo moved and it was seconded to adjourn. The motion was approved by a voice vote.

ADJOURNMENT [8:12pm]

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, October 06, 2022 at 5:00pm, Council President Susan Sandberg presided over a Special Session of the Common Council.

COMMON COUNCIL  
SPECIAL SESSION  
October 06, 2022

Councilmembers present: Isabel Piedmont-Smith (arrived at 5:01pm), Kate Rosenbarger, Susan Sandberg, Sue Sgambelluri, Jim Sims, Ron Smith, Stephen Volan  
Councilmembers present via Zoom: Matt Flaherty (arrived at 5:03pm), Dave Rollo  
Councilmembers absent: none

ROLL CALL [5:00pm]

Council President Sandberg summarized the agenda.

AGENDA SUMMATION [5:01pm]

Rollo moved and it was seconded that Appropriation Ordinance 22-04 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Chief Deputy Clerk read Appropriation Ordinance 22-04 by title and synopsis.

LEGISLATION FOR FIRST  
READING [5:03pm]

Appropriation Ordinance 22-04 - To Specially Appropriate from the General Fund Expenditures not Otherwise Appropriated to Fund an Emergency Reproductive Health Care Grant Program to Help Address the Impacts of Indiana's Near-Total Abortion Ban

Rollo moved and it was seconded that Ordinance 22-24 be introduced and read by title and synopsis only. The motion received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0. Chief Deputy Clerk Sofia McDowell read the legislation by title and synopsis.

LEGISLATION FOR THIRD AND  
SUBSEQUENT READINGS AND  
RESOLUTIONS [5:07pm]

Ordinance 22-24 - To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" – Re: Amending Article VI of Chapter 2.04 (Common Council) To Establish Councilmanic Districts for the City of Bloomington

Rollo moved and it was seconded to adopt Ordinance 22-24.

Sgambelluri moved and it was seconded to adopt Amendment 01 to Ordinance 22-04.

Amendment 01 to Ordinance 22-24

Amendment 01 Synopsis: This amendment adds a new section to reassign the South-East Bloomington Annexation Area that was the subject of Ordinance 17-12, if that annexation is completed, to the new Council District 5 as a result of the redistricting process. Ordinance 17-12 had previously assigned the Annexation Area to District 4, which would no longer be contiguous to the Annexation Area upon adoption of Ordinance 22-24.

Sgambelluri presented Amendment 01 to Ordinance 22-24 and explained the reassignment of the annexation area.

Stephen Lucas, Council Attorney, explained that the assignment of any annexation areas to current council districts would need to be updated in the future should the annexation areas take effect.

There were no council questions.

Council questions:

There were no comments from the public.

Public comment:



There were no council comments.

Ordinance 22-24 (cont'd)

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

Vote to adopt Amendment 01 to  
Ordinance 22-04 [5:10pm]

Sandberg explained that council introduced Ordinance 22-24 for second reading on September 21, 2022. Council resumed the discussion and debate that evening. Council questions and comments were encouraged to be limited to three minutes.

Volan presented additional slides pertaining to his comments on September 21, 2022. He thanked the Citizens' Redistricting Advisory Commission (CRAC) for their admirable work. He highlighted that 3<sup>rd</sup> Street was not an important border for council districts, that compactness should be deemphasized in favor of communities of interest, and that the ultimate community of interest was where constituents lived in university-owned buildings. He provided examples to support his reasoning. Volan urged council to return the map to the commission and submit suggestions for its commissioners to consider.

Sgambelluri thanked Volan for his thoughtful research. She asked who was able to adequately represent students. Volan had districted an area that would certainly elect a student to council, which she welcomed. She said it seemed that Volan was suggesting that only a student could represent the student population adequately.

Volan responded that it was difficult for non-students to access some student areas, like going door-to-door in a dormitory. In the area he highlighted, there were no single-family homes. He commented on the student schedule, student life, and the student population. He said that students outreaching to other students was the most effective way to encourage voting.

Sgambelluri asked for clarification as to why the district map should attempt to solve the obstacle of student participation. One obstacle was council's four-year terms which did not fit with students' schedule.

Volan explained that in the district he proposed, a student currently living in a dorm, could be elected and then move to a private home in the district to fill out their term. Students moved every year, inter-locally. He said that council did not have the statutory authority to declare one At-Large council seat be a student seat. The next best thing was to dedicate one seat, in a district where no non-students could live, as a de facto student seat. Volan said it was not ideal but was the best option at the time.

Rollo thanked Volan for his work. He asked Lucas if part of CRAC's assignment was to respect political boundaries, like townships.

Lucas responded that it was a community of interest identified in the establishing Ordinance 20-30.

Rollo asked why that should be deemphasized. He said that CRAC had followed that guideline.

Volan commented on Prospect Hill which did not use 3<sup>rd</sup> Street as a boundary.

Rollo responded that it was legitimate political boundary and CRAC was tasked with respecting those boundaries.

Volan clarified that, for example, Bloomington and Perry townships were not evenly split between the city because it was impossible to have three districts both north and south of 3<sup>rd</sup> Street. He provided additional background on districts that had crossed 3<sup>rd</sup> Street. Rollo, a strong advocate for neighborhoods, was not advocating for them now. Neighborhoods were more important

than arbitrary lines. He referenced Bloomington 22 which appeared to be gerrymandered. Ordinance 22-24 (cont'd)

Piedmont-Smith commented that communities of interest had similar interests and priorities. She explained that she lived in Perry Township but that had nothing in common with some in the township. Townships were artificial lines that were in the state legislation as examples of communities of interest. She further explained that neighborhoods, historic districts, student districts, and other common interest areas were more important examples.

Volan added that Rollo's concern was more valid for precincts that should respect the township boundary. It was nearly impossible for cities to do that without artificial results. The county had an obligation to do so and it resulted in Richland 9 which had thirty people in it.

Sandberg commented that Volan had discussed the compactness of precincts which was under the county purview, as well as the census data being skewed by COVID-19 and was potentially inaccurate. She asked for further clarification.

Volan responded that the data he presented included 2020 census information. He stated that Bloomington 7 was undercounted by almost half, incorrectly dropping 40% since 2010. He said that data from Indiana University (IU) supported that fact. He described an ideal district that was thirty-three people shy of an ideal district.

Sandberg asked about Volan's three key points he would send back to CRAC.

Volan explained that the process allowed for any councilmember to send back written instructions with the rejected map. He said that map eighteen was adequate but was not saying that it was the one to adopt.

Piedmont-Smith asked when would be the appropriate time to send her suggestions.

Sandberg stated she could do so at the meeting that night.

Piedmont-Smith thanked CRAC for their hard work. She said that the proposed map included Perry 10 residents with wealthier neighborhoods to the northeast which had little in common with neighborhoods next to Walnut Street Pike, like Sunny Slopes. Those neighborhoods had more in common with neighborhoods by Broadview in Perry 5 and lower-income, multi-family area in Perry 9 to the north. She also said that the map split the Hoosier Acres neighborhood into two districts as well as the High Point Old Northeast neighborhood into three districts.

Alex Semchuck, Chair of CRAC, commented on community of interest and characteristics in Bloomington, the student population, and the lack of compactness of precinct districts. He said it was not crucial to put all students into one district. He urged councilmembers with suggestions to consider making a new map and not simply pointing out problems.

Sandberg stated that public comment would be limited to two minutes per speaker.

Isabel Dicastro spoke about her experience in the Political and Civic Engagement (PACE) program at IU. She commented on her work in the community including voter registration and working the Monroe County National Organization of Women (NOW). She requested that council take students more seriously and encourage and accept their participation.

Will Stahly said that there were about 80,000 students. He said that the population of eighteen-year-olds in Bloomington was expected to decline in the coming years. At IU, there were 48,000 students but more classes were moving online. He said that students were typically here for only four years and then left. Ordinance 22-24 (cont'd)

Chuck Trzcinka talked about the rate of student voting, possible reasons why students did not vote, and asked council if they had information leading to the conclusion that the district map would encourage students to vote.

Piedmont-Smith commented that map eighteen would address the issues that she and Volan raised regarding the proposed map. She urged council to vote against the proposed map and send it back to CRAC with recommendations.

Flaherty thanked CRAC for their good work. He believed that compactness could be conserved with the added benefit of keeping more neighborhoods together. He said that Bloomington 5, 7, and 18 should be in a single district. He concurred with Piedmont-Smith in keeping together Perry 20 and 21 which was Hoosier Acres, and Perry 19, 20, and 1 which was the Old Northeast neighborhood.

Rosenbarger thanked everyone for their participation. She said that compactness could only be as compact as the precincts that were in place. It was important to look at communities of interest and she spoke on the importance of keeping contiguous student precincts together. Council and elected offices should be representative of the community population including consideration for protected classes like race, gender, sexual orientation, and age. Other college towns had at least one student member on council, and a council without a student was significant to address. It was important to strengthen the voices of people who had been historically left out. Based on feedback, students did not feel represented by councilmembers. It was also important to look at the history of laws in the United States that men created which were not in favor of women, for example.

Volan stated that half of Bloomington's population was students physically present in Bloomington, based on the Fact Book from IU. The majority of students were from Indiana. He explained that by ultimate community of interest, he meant that students were the largest. He was not attempting to put all students into one district because there were students all over the city. He also explained that a full-time student would be in a better position to represent students. He urged CRAC to examine map eighteen and said that he was not attempting to draw a map since there was a commission tasked with mapping, though he had submitted several maps which passed the population variance test. Council had an obligation to weigh in, and there was time built in to the process. He encouraged council take the time to make the best map possible.

Sims said that the Voting Rights Act of 1965 had been introduced as a reason for rejecting the map and sending it back to CRAC. It was a landmark piece of legislation prohibiting racial discrimination in voting. He commented on purposeful gerrymandering that had been referenced, and questioned if it had been done after a census. He did agree that students were not represented. There was a difference between active voters and population shifts. The census and redistricting was based on the population shift. In two of the council districts, there were enough student precincts to control who was elected in that district. Registering and voting, along with

community participation, was key in increasing student voting. Sims worked with students, especially underrepresented populations, and appreciated student passion and activism. He thanked CRAC commissions. He would support Ordinance 22-24.

Sgambelluri watched all the CRAC meetings, and intentionally did not participate because it was not her role. She had discussed redistricting in her constituent meetings. Students were undercounted in the last census. She believed that the mapping process had been done with integrity, and that students were not disadvantaged. There were students on CRAC. She also said that nothing had occurred in the process that required her to substitute her judgement for the work of CRAC. She would support Ordinance 22-24.

The motion to adopt Ordinance 22-24 as amended received a roll call vote of Ayes: 5, Nays: 4 (Flaherty, Piedmont-Smith, Rosenbarger, Volan), Abstain: 0.

Vote to adopt Ordinance 22-24 as amended [6:07pm]

There was no discussion about the council schedule.

COUNCIL SCHEDULE [6:07pm]

Sandberg adjourned the meeting without objection.

ADJOURNMENT [6:07pm]

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



## 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. 1<sup>st</sup> 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](mailto: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. 1<sup>st</sup> 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 1<sup>st</sup> 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.

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**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.

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**BACKGROUND:**

<b>Area:</b>	0.57 acres
<b>Current Zoning:</b>	Mixed-Use Neighborhood Scale (MN)
<b>Comp Plan Designation:</b>	Mixed Urban Residential
<b>Existing Land Use:</b>	Office
<b>Proposed Land Use:</b>	N/A (no land use change is proposed)
<b>Surrounding Uses:</b>	North – Office and medical clinic South – Personal Service East – Retail sales, big box (Kroger) West – Medical clinic

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**REPORT:** The petition site encompasses three parcels that total 0.57 acres and are located at 300, 302, and 314 W. 1<sup>st</sup> 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.

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**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.

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**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 1<sup>st</sup> 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.

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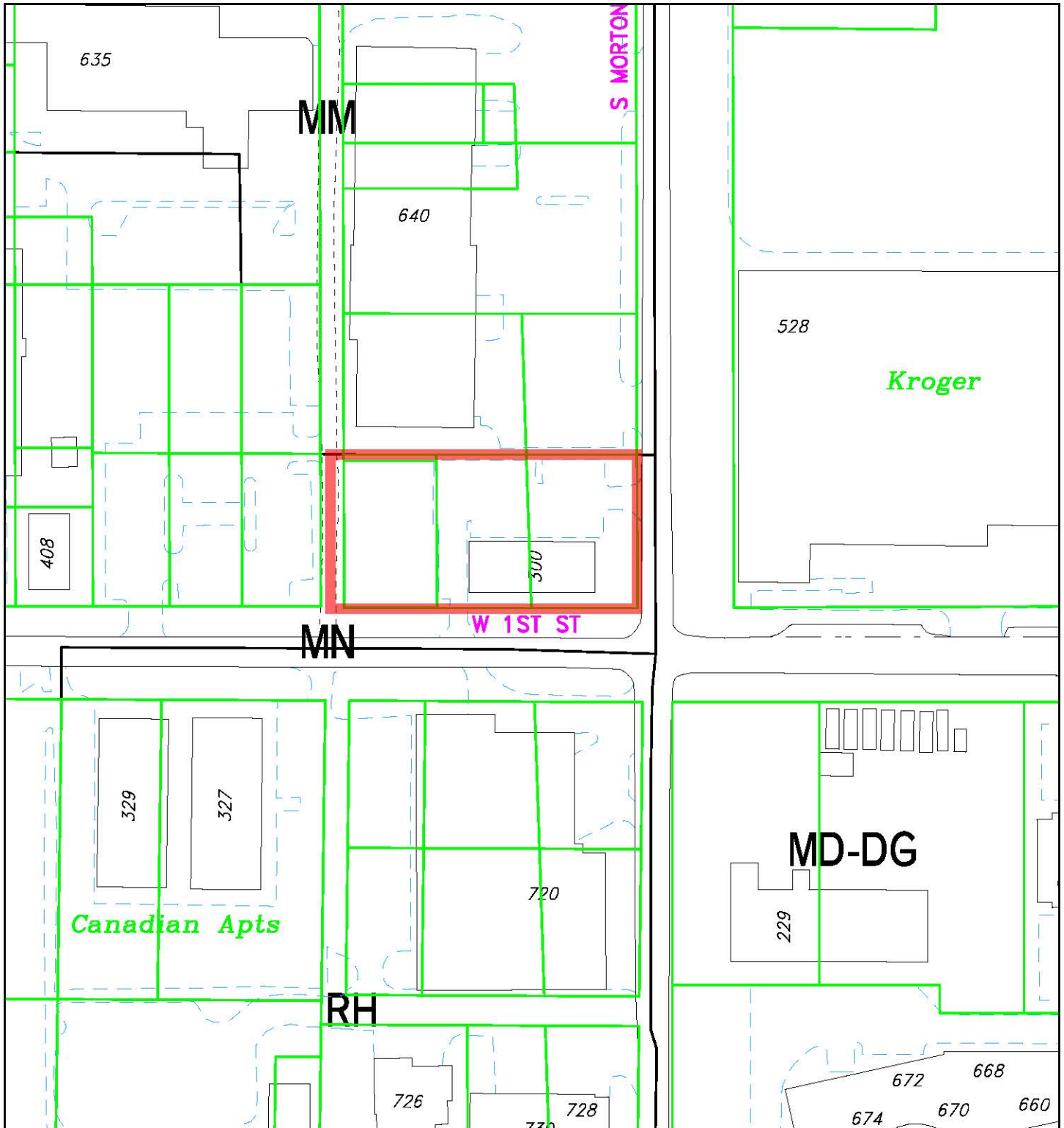
**CONCLUSION:** The Department believes that the rezoning of this site to MM would match the Comprehensive Plan designation of the site as Mixed Urban Residential. This site’s current use is permitted in both the current MN and the desired MM zoning districts, and a rezone would expand on the possible 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.

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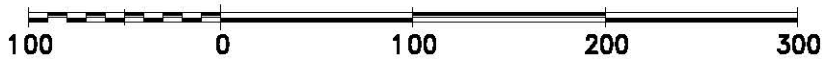
**RECOMMENDATION:** The Department recommends the Plan Commission approve the waiver

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.

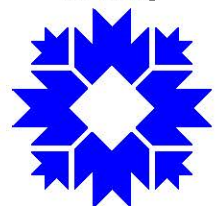


By: karina.pazos  
30 Sep 22

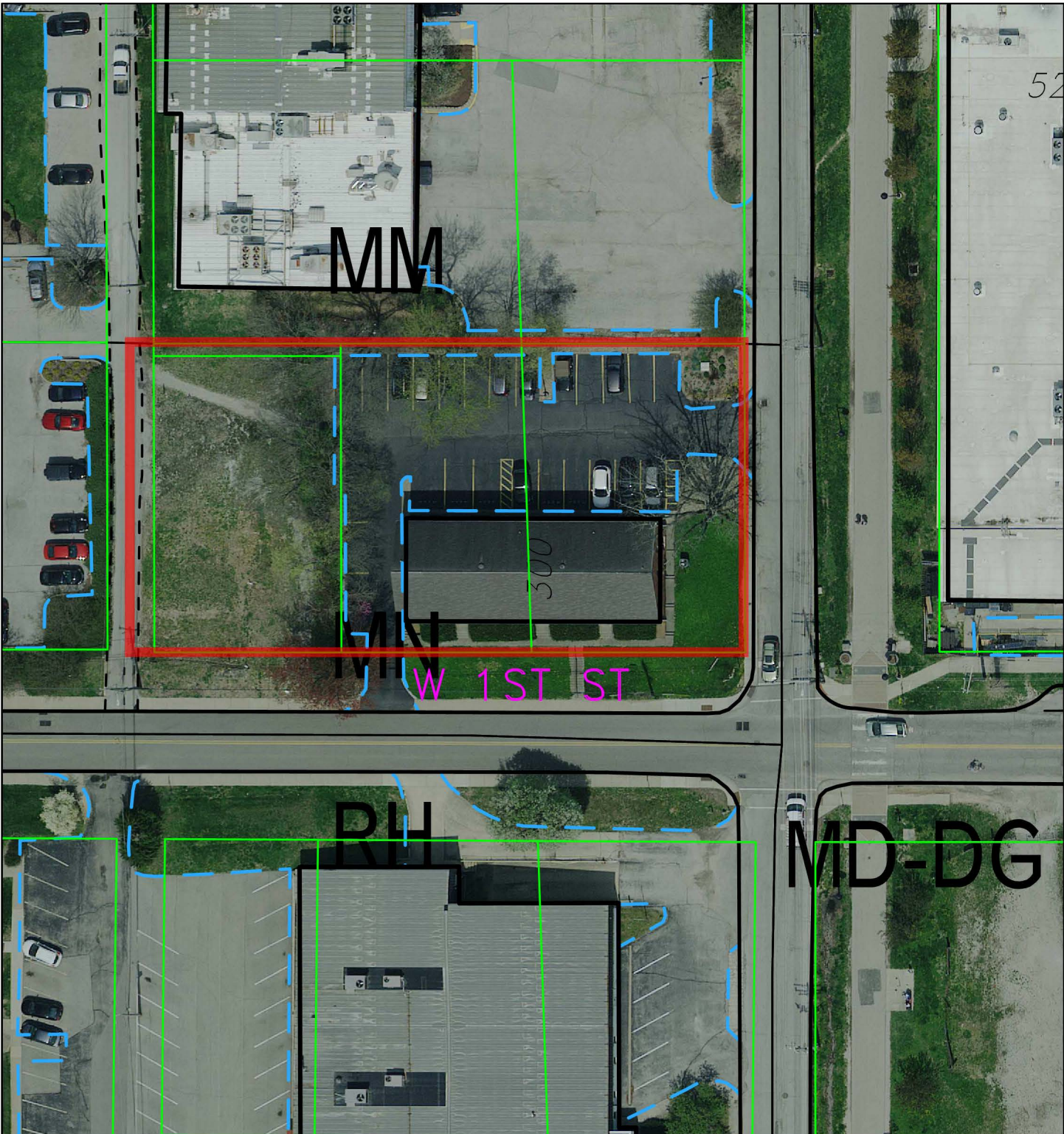


For reference only; map information NOT warranted.

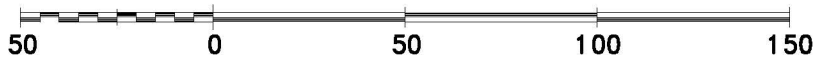
City of Bloomington  
Planning



Scale: 1" = 100'

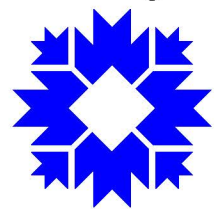


By: karina.pazos  
30 Sep 22



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.





**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
<b>Residential Uses</b>																		
<b>Household Living</b>																		
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)
<b>Group Living</b>																		

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			
<b>Public, Institutional, and Civic Uses</b>																		
<b>Community and Cultural Facilities</b>																		
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)
<b>Educational Facilities</b>																			
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	
<b>Healthcare Facilities</b>																			
Hospital													C			C			

Medical clinic										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)
<b>COMMERCIAL USES</b>																			
<b>Agricultural and Animal Uses</b>																			
Crops and pasturage	P*	A*	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*	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)
<b>Entertainment and Recreation</b>																			
Amenity center	P*	P*	P*	P*	P	P	P	A		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					
<b>Food, Beverage, and Lodging</b>																			
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)
<b>Office, Business, and Professional Services</b>																				
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					
<b>Retail Sales</b>																				
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			
<b>Vehicles and Equipment</b>																			
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)
<b>Employment Uses</b>																			
<b>Manufacturing and Processing</b>																			
Commercial laundry												P	P					P	

Food production or processing																	C
Manufacturing, artisan								P	P	P	C		P			P	
Manufacturing, light											P		C			P	
Manufacturing, heavy																C	
Salvage or scrap yard																C	
<b>Storage, Distribution, or Warehousing</b>																	
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*		P*	
<b>Resource and Extraction</b>																	
Gravel, cement, or sand production																	C*
Quarry																	C*
Stone processing																	P
<b>Utilities and Communication</b>																	
Communication facility	C*																



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)
<b>Accessory Uses</b>																		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)
<b>Temporary Uses</b>																		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)



## MEMO FROM COUNCIL OFFICE ON:

### **Resolution 23-03 – To Approve an Interlocal Cooperation Agreement Between the City of Bloomington and the Bloomington Public Transportation Corporation Regarding Economic Development Local Income Tax Distribution to Support Transit Projects**

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#### **Synopsis**

This resolution approves of an Interlocal Cooperation Agreement between the City and the Bloomington Public Transportation Corporation (BPTC). The Agreement includes a commitment by the City to pay BPTC not less than \$3,806,100 in Economic Development-Local Income Tax funds each year beginning in 2023 and ending in 2027 to enable BPTC to pursue various economic development transit initiatives. Five such projects are identified and listed as priorities in the Agreement. BPTC would be required to report to the Common Council during the annual budget process, as well as engage in meetings with City Administration on the appropriate expenditure of this funding.

#### **Relevant Materials**

- Resolution 23-03
- Interlocal Cooperation Agreement between City of Bloomington and Bloomington Public Transportation Corporation
- (*forthcoming*) Memo from Beth Cate, Corporation Counsel for City of Bloomington
- Supporting exhibit to Resolution 22-09 containing prioritized items for investment with Economic Development Local Income Tax rate

#### **Summary**

Resolution 23-03 approves of an interlocal cooperation agreement between the City of Bloomington and the Bloomington Public Transportation Corporation (BPTC).

In May 2022, the Council adopted Resolution 22-09 to propose an economic development local income tax rate to be imposed beginning on October 1, 2022. During the course of its deliberations on this resolution, the Council was presented with a prioritized list of investments that the administration intended to fund based on the new annual revenue that would be generated through an increase to the local income tax. Included in this list of investments were five items and their anticipated costs concerning BPTC services, which are copied below.



Item	Annual Cost	Description
<b>CLIMATE CHANGE PREPAREDNESS AND</b>		
Add Bloomington Transit (BT) Sunday Service	\$300,000	Achieve 7-day service for greater consistency and reliability in an effort to boost ridership and reduce single occupancy vehicle use.
Establish East-West Express Transit Line	\$1,627,500	Major new service providing 15-minute frequency across a priority East-West corridor. This route addition would boost attractiveness and convenience for riders and reduce automobile use.
Enhance In-House BT Para-Transit and Microtransit	\$1,023,000	Increase access/improve equity for people who can't ride fixed-route BT, qualify for para-transit, require special accommodations while enhancing convenience and expand those services. City-wide service expansion.
Enhance BT Weekday Service to Maximum 30-Minute Frequency	\$762,600	Improve convenience for all riders, boost ridership, reduce automobile use.
Subsidize BT Ridership	\$93,000	Improve access to public transportation with a focus on workforce and low-income riders.

The proposed interlocal agreement between the City and BPTC would commit the City to pay BPTC at least \$3,806,100 each year from 2023 to 2027 so that these prioritized transportation services and initiatives can be pursued and provided by BPTC to the City. Payments would require an appropriation of funds each year by the Council as part of the budget process (2023 funds have already been appropriated), and the agreement provides that the parties will make good faith efforts to obtain all necessary appropriations.

The agreement also provides that, if the initiatives listed above become infeasible, the City and BPTC will discuss alternative projects that would be subject to approval by the Council as part of the annual budget process. BPTC would be required to provide a report to the City each year and would include the contents of this report in its annual budget presentation to the Council.

**Contact**

Beth Cate, Corporation Counsel, [beth.cate@bloomington.in.gov](mailto:beth.cate@bloomington.in.gov), 812-349-3426

John Connell, [john.connell@bloomingtontransit.com](mailto:john.connell@bloomingtontransit.com), 812-332-5688

**RESOLUTION 23-03**

**TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON AND THE BLOOMINGTON PUBLIC  
TRANSPORTATION CORPORATION REGARDING ECONOMIC DEVELOPMENT  
LOCAL INCOME TAX DISTRIBUTION TO SUPPORT TRANSIT PROJECTS**

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

WHEREAS, the City of Bloomington (“City”) as a political subdivision of the state of Indiana, and the Bloomington Public Transportation Corporation (“BPTC”) as a public corporate body, are both governmental entities empowered by Indiana Code § 36-1-7-1 to enter into Interlocal Cooperation Agreements; and

WHEREAS, on May 4, 2022, the Common Council of the City of Bloomington (“Common Council”) unanimously passed Resolution 22-09; and

WHEREAS, Resolution 22-09 proposed an ordinance entitled “Ordinance Modifying Local Income Tax rates with Monroe County” to the Monroe County Local Income Tax Council (“Tax Council”) and cast all of the Common Council’s 56.66 votes as a member of the Tax Council in favor of the ordinance; and

WHEREAS, the Tax Council’s ordinance created an Economic Development Income Tax rate of 0.69% (“EDIT”) under Indiana Code § 6-3.6-6-4 to serve economic development purposes throughout Monroe County, effective October 1, 2022; and

WHEREAS, the Common Council, as well as City Administration and the Bloomington Public Transportation Corporation (“BPTC”), recognize that the advancement of public transit has significant economic development and environmental benefits for the City and beyond; and

WHEREAS, the Tax Council’s ordinance directs that certain revenue associated with the EDIT rate shall be directed to eligible taxing units that are members of the Tax Council based on population, including the City; and

WHEREAS, the Common Council’s unanimous vote in support of Resolution 22-09 partly reflected the Common Council’s desire to advance important public transit initiatives that would help achieve the significant economic and environmental benefits; and

WHEREAS, City Administration and the BPTC have negotiated an Interlocal Cooperation Agreement (“Agreement”) that furthers the purposes of Resolution 22-09 by providing \$3,806,100 of annual EDIT revenue to BPTC for five years to advance such public transit initiatives, and prioritizes certain initiatives that were presented to the Common Council at the time it voted to approve Resolution 22-09; and

WHEREAS, the Agreement includes appropriate oversight and reporting mechanisms, including annual reports and presentations to the Common Council in connection with budget proceedings and regular meetings with City Administration to discuss progress on initiatives.

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

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington and the Bloomington Public Transportation Corporation, in regards to the distribution of EDIT funds over a five-year period to support transit projects described in that Agreement, a copy of which is attached hereto and made a part hereof, is hereby approved.

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

PASSED 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

PRESENT 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 up on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This resolution approves of an Interlocal Cooperation Agreement between the City and the Bloomington Public Transportation Corporation (BPTC). The Agreement includes a commitment by the City to pay BPTC not less than \$3,806,100 in Economic Development-Local Income Tax funds each year beginning in 2023 and ending in 2027 to enable BPTC to pursue various economic development transit initiatives. Five such projects are identified and listed as priorities in the Agreement. BPTC would be required to report to the Common Council during the annual budget process, as well as engage in meetings with City Administration on the appropriate expenditure of this funding.

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF BLOOMINGTON AND  
BLOOMINGTON PUBLIC TRANSIT CORPORATION

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

WHEREAS, the City of Bloomington (“City”) as a political subdivision of the state of Indiana, and the Bloomington Public Transit Corporation (“BPTC”) as a public corporate body, are both governmental entities empowered by Indiana Code § 36-1-7-1 to enter into Interlocal Cooperation Agreements, Indiana Code § 36-9-4-30 authorizes the BPTC to acquire by contract real and personal property necessary or convenient for the exercise of its powers, and Indiana Code § 36-9-4-33 authorizes the BPTC to contract with any person upon the terms and conditions the board considers best for the corporation; and; and

WHEREAS, on May 4, 2022, the Common Council of the City of Bloomington (“Common Council”) unanimously passed Resolution 22-09; and

WHEREAS, Resolution 22-09 proposed an ordinance entitled “Ordinance Modifying Local Income Tax rates with Monroe County” to the Monroe County Local Income Tax Council (“Tax Council”) and cast all of the Common Council’s 56.66 votes as a member of the Tax Council in favor of the ordinance; and

WHEREAS, the Tax Council’s ordinance created an Economic Development Income Tax rate of 0.69% (“EDIT”) under Indiana Code §6-3.6-6-4 to serve economic development purposes throughout Monroe County; and

WHEREAS, the City of Bloomington (the “City”) and Bloomington Public Transportation Corporation (“BPTC”) recognize that the advancement of public transit has significant economic development and environmental benefits for the City and beyond; and

WHEREAS, the Tax Council’s ordinance directs that certain revenue associated with the EDIT rate shall be directed to eligible taxing units who are members of the Council based on population, including the City; and

WHEREAS, the City intends by this Agreement to provide to BPTC a portion of the revenue it receives from the EDIT rate to advance certain economic development local income tax public transit initiatives;

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

Section 1. Term

The term of this Agreement shall be five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

## Section 2. Financial Commitment

The City hereby commits the sum of \$3,806,100 to BPTC in 2023. In each subsequent year of this Agreement the City's contribution to BPTC shall be not less than \$3,806,100, providing the City of Bloomington Common Council appropriates the necessary funds. Any failure to appropriate the necessary funds in a given year of this Agreement shall not affect the other years or cause this Agreement to terminate. The parties agree to make a good faith effort to obtain all necessary appropriations and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

## Section 3. Use of Funds

BPTC shall use the funds provided by the City under this Agreement for various economic development local income tax public transit initiatives as may be from time to time agreed upon by the City and BPTC. The following projects have been identified by the parties for prioritization:

- (A) the establishment of an East-West Express Transit line intended to provide fifteen (15) minute frequency across the priority east-west corridor;
- (B) the addition of Sunday service;
- (C) the enhancement of BPTC's Paratransit and Micro-transit services;
- (D) the enhancement of week day service by increasing frequency of service;
- (E) subsidization of BPTC ridership, with a focus on work force and low income riders.

Should any of the above initiatives become infeasible, the parties will discuss and determine alternative projects, subject to approval by the Common Council through the annual budget process. The BPTC shall use its normal processes to budget for, staff, administer, and operate projects supported by funds provided under this Agreement.

## Section 4. Carryover of Funds

Any funds distributed to BPTC for a particular year may be carried over by BPTC into the next year.

## Section 5. Disbursement of Funds

The City shall disburse appropriated funds to BPTC on an annual basis, commencing during the month of March, 2023 and annually thereafter.

## Section 6. BPTC Reporting Requirements

BPTC shall provide a thorough report in a form and with such content as the City shall reasonably require in August of each year, and shall incorporate the content of such report into its annual budget presentation to the Common Council. In addition BPTC and City Administration will engage in biannual meetings and regular dialog in between scheduled meetings, to discuss progress on and determine the appropriate expenditure of EDIT funds on economic development local income tax public transit initiatives.



### Section 7. Purpose and Intent

The purpose of this Agreement is to support public transit initiatives consistent with the approval of the EDIT cited above. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

### Section 8. Severability

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023, by the City of Bloomington Common Council

ATTEST:

\_\_\_\_\_  
Sue Sgambelluri, President  
Bloomington Common Council

\_\_\_\_\_  
NICOLE BOLDEN, Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:

\_\_\_\_\_  
JOHN HAMILTON, Mayor

\_\_\_\_\_  
NICOLE BOLDEN, Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023, by the Board of Directors of BPTC

BLOOMINGTON PUBLIC TRANSIT  
CORPORATION

\_\_\_\_\_  
JOHN CONNELL, General Manager

Item	Annual Cost	Description
<b>PUBLIC SAFETY</b>	<b>\$3,954,000</b>	
Police - Sworn Officer Salaries	\$1,500,000	Fund the costs associated with the contingent Fraternal Order of Police (FOP) contract
Police - Non-Sworn officer salaries and public safety programs	\$232,500	Expand the roles and increase the number of Police Social Workers and Community Service Specialists to respond to some non-emergency calls for service and those calls that do not require law enforcement response. Provide ongoing support for the STRIDE Center.
Fire - Public Safety Programs	\$232,500	Tailor response options for 911 calls, health and wellness checks, etc. to divert more 911 calls to nonsworn personal. Explore combining police/fire nonsworn.
Police & Fire Headquarters	\$780,000	Consolidate public safety headquarters operations to replace current damaged and inadequate facilities and to benefit from efficiencies of scale.
Fire - New/Upgraded Stations (four, including new downtown)	\$1,209,000	Replace or repair damaged and aging facilities with new or upgraded facilities in order to attract and retain employees and meet safety standards.
<b>CLIMATE CHANGE PREPAREDNESS AND MITIGATION</b>	<b>\$5,433,600</b>	
Add Bloomington Transit (BT) Sunday Service	\$300,000	Achieve 7-day service for greater consistency and reliability in an effort to boost ridership and reduce single occupancy vehicle use.
Establish East-West Express Transit Line	\$1,627,500	Major new service providing 15-minute frequency across a priority East-West corridor. This route addition would boost attractiveness and convenience for riders and reduce automobile use.
Enhance In-House BT Para-Transit and Microtransit	\$1,023,000	Increase access/improve equity for people who can't ride fixed-route BT, qualify for para-transit, require special accommodations while enhancing convenience and expand those services. City-wide service expansion.
Enhance BT Weekday Service to Maximum 30-Minute Frequency	\$762,600	Improve convenience for all riders, boost ridership, reduce automobile use.
Subsidize BT Ridership	\$93,000	Improve access to public transportation with a focus on workforce and low-income riders.
Climate Action Plan (CAP) Implementation	\$1,627,500	Multiple efforts to climate change prevention and preparedness. See Proposed Climate Action Plan Investments in "New Revenue FAQs" for more detail.

<b>EQUITY AND QUALITY OF LIFE FOR ALL</b>	<b>\$2,340,000</b>	
Housing Funding for Ownership, Rental, Housing Security	\$1,047,000	Improved access to housing equity through funding assistance for the Housing Security Group/homeless; low/mod-income renters; low/mod-income homeowners. Support missing housing types.
Workforce and Economic Development	\$200,000	Funding for workforce development initiatives, including workforce re-entry, re-skilling and up-skilling, and entrepreneurship training, as well as operations and infrastructure funding for the Trades District Technology Center.
Economic Equity Fund	\$1,000,000	Direct support of low income working residents/families - possible Individual Development Accounts to match savings; focused on direct impact, possibly through SSCAP, MCUM, Trustees, others.
Public Art and Arts Development	\$46,500	Funding for maintenance of existing arts spaces, execution of the recommendations of the City's <i>Arts Feasibility Study</i> and <i>Public Arts Master Plan</i> , and support for arts organizations.
Local Food Access and Nutrition Security	\$46,500	Funding to improve food access and nutrition security. Funding support will focus on partnerships with food service providers to address gaps in local food access for low income and food insecure residents.
<b>ESSENTIAL CITY SERVICES</b>	<b>\$2,790,000</b>	
Personnel	\$1,162,500	Offer incentives to attract and retain talented City employees, such as pay adjustments, hiring bonuses, creation of new positions, tuition reimbursement, relocation allowance, longevity bonuses, and/or housing assistance.
Maintenance/Replacement of Assets	\$465,000	Maintain aging facilities and other physical assets and replace when required.
Increases to Major Categories of Expenses	\$697,500	Meet obligations for city property and liability insurance, materials, supplies, repair and maintenance.
Lost Revenue Replacement	\$465,000	Replace shortfall resulting from decreased Cable Franchise Fees (cable fees lost to streaming) to fund essential IT infrastructure replacements, cybersecurity, and CATS.
<b>TOTAL</b>	<b>\$14,517,600</b>	



**MEMO FROM COUNCIL OFFICE ON:  
(Updated January 20, 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**

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**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 1<sup>st</sup> and 2<sup>nd</sup> amendments)
- Amendment 01 to App Ord 22-06
- Amendment 02 to App Ord 22-06
- Staff Memo from administration
- Report from Ad Hoc Council Committee (with materials prepared by Cm. Volan)
- 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 January 18, 2023 Regular Session Meeting**

The Council again considered [Appropriation Ordinance 22-06](#) at this meeting. An amendment (Am 01) was introduced and discussed, but no vote was taken on it. The Council postponed the appropriation ordinance to its January 25, 2023 Regular Session.

### **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](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](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



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for the purpose of providing a new consolidated headquarters for the police and fire departments to replace their current facilities.”

However, the Council’s approval of the Showers building purchase agreement is a separate requirement that must be met before the RDC and City can purchase the property. A recent example of a similar action that some members might recall is the RDC and City’s purchase of the former hospital site located near 1<sup>st</sup> Street and 2<sup>nd</sup> 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**

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**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:

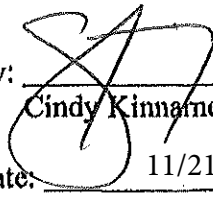
**"SELLER"**

**"PURCHASER"**

**CFC, LLC**

**REDEVELOPMENT COMMISSION OF  
BLOOMINGTON, INDIANA**

By: <sup>Designated by:</sup> James E. Murphy  
James E. Murphy, President

By:   
Cindy Kinnafney, President

Date: 11/16/2022

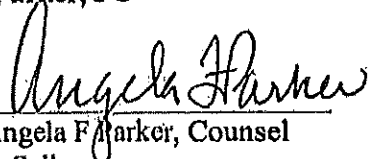
Date: 11/21/2022

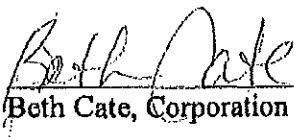
APPROVED AS TO FORM:

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**

**\*\*\* Amendment Form \*\*\***

**Appropriation Ordinance #:** 22-06  
**Amendment #:** Am 02  
**Submitted By:** Council Office (in search of sponsor)  
**Date:** January 18, 2023

**Proposed Amendment:**

1. Appropriation Ordinance 22-06 shall be amended by renumbering the legislation to Appropriation Ordinance 23-01.
2. Appropriation Ordinance 22-06 shall be amended by replacing the year “2022” in all signature lines with the year “2023” and by listing “Sue Sgambelluri” as the Council President in all signature lines rather than “Susan Sandberg”.

**Synopsis**

Because this item was first introduced and discussed in 2022 but action was postponed until 2023, this amendment makes updates to the legislation that reflect the new year, including renumbering the legislation and updating signature blocks.

**01/18/23 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.

**To:** Council

**From:** Steve Volan, Councilmember, District VI

**Date:** January 18, 2023

**Re: Report of the Ad Hoc Committee on Public Safety Headquarters**

The committee consisted of Councilmembers Piedmont-Smith, Rollo, Sandberg and myself. We met in the Allison Room in City Hall three times, on January 3, 10 and 13. Our objective was to more fully understand the options evaluated by Mayor Hamilton's administration in proposing that Council approve the purchase of the commercial west third of the Showers Bros. Furniture factory, where City Hall has occupied the east third since 1996, hereinafter referred to as "Showers Plaza".

The committee first met to formulate questions to be answered by experts or those with detailed knowledge of the problem. The police department resides in 20,000 SF of space on E. Third St.; it needs at least 50 percent more space. The Fire Dept. administration is in temporary quarters and needs at least 5,000 SF of space. The mayor's administration investigated three different scenarios for an expansion of square footage for public safety operations:

- to purchase Showers Plaza for \$8.75 million from CFC Inc. and to renovate approximately 35,000 of its approximately 64,000 SF for use as a public safety headquarters at a cost of \$14.75 million, for a total of \$23.5 million;
- to expand in place at the current headquarters of the police department, and build a multi-story addition on the parking lot adjacent to its west, for a total cost of \$25.3 million; or
- to build an all-new 35,000 SF headquarters at an undetermined new site, for a total cost of \$31.5 million.

These options the committee referred to as Plans A, B and C respectively. I presented an annotated summary spreadsheet of the costs of each plan. The committee asked questions about how each of about 18 different line items in the spreadsheet were determined for each Plan, and asking that the figures be justified at a meeting to follow.

At this meeting, the committee heard from several members of the administration, including at the first meeting new deputy mayor Mary Catherine Carmichael, new director of public engagement Kaisa Goodman, and assistant city attorney Larry Allen. The administration received our questions, but stated its position that if Plan A is not approved by Council with passage of the appropriation ordinance on the table, it does not intend to follow through with the Plan B studied by Ms. Kunce.

At the second meeting, representatives of the Fraternal Order of Police (Det. Jeff Rodgers, Officers Paul Post, Kylie Jarrett and John Hofmeister) were invited to present their knowledge of the existing police headquarters. Their belief is that Plan B is overestimated, and that the current building needs very little renovation if it is paired with new construction. I took the liberty of preparing a rough floorplan of the building, on which they demonstrated the department's internal discussion about how to reuse that space. The Evidence division could expand to half the lower level by walling off two hallways and still be secure. Patrol could expand to half the upper level, and have enough space for desks for each of its sergeants with construction of a bathroom and two security doors on the upper level. And a drain around the perimeter of the building would put an end to the building's flooding issues. The renovations would cost perhaps a ninth of the \$5 million the architect estimated would be necessary to renovate the existing building.

At the third meeting, in addition to the above (except for Officer Jarrett), architect Deb Kunce of the firm J.S. Held, Fire Chief Jason Moore, and Police Chief Mike Diekhoff were in attendance. We went through the spreadsheet and Ms. Kunce responded to the many questions posed in it and by committee members. She acknowledged that there were some potential oversights in some of her estimates, such as the need for an elevator for the existing building in Plan B, or that its equipment costs were nominally inflated, but otherwise stood by her estimates. She explained that a couple of lines were key to understanding the overall cost of construction: the owner's representative and construction contingency fees. These are calculated as a portion of the combined costs of construction and equipment (17 and 10 percent, respectively). FOP reps were asked for their response. They reiterated that the current building was recently renovated, including all-new flooring and locker rooms, and the building was purpose-built as a police station 60 years ago, while Showers was not and is twice as old.

Chiefs Moore and Diekhoff weighed in with their perspectives. Chief Moore noted that the fire department's need for a new headquarters was urgent, argued for the benefits of co-location and for its proximity not only to other public safety functions but to City Hall itself. Chief Diekhoff noted that the presence of social workers in the department were having a decisive impact in reducing call volumes that needed to be addressed by sworn officers.

The primary figures in dispute all center around Plan B's costs of new construction and renovation. Ms. Kunce's estimate of \$9.5 million for new construction at BPD HQ is for a four-story building that includes a \$2 million first-floor parking deck. Kunce noted that this was not an estimate for underground parking beneath a three-story building, but the first floor of a four-story building. The FOP has argued that the deck is extraordinarily expensive and unnecessary, as surface parking and strategic use of off-site parking are available. In addition, Ms. Kunce's estimate of \$500/SF for new construction was questioned. She argued that recent headquarters projects in other cities highlighted by the FOP were approved and built before the recent spike in

inflation, and that by the time the project is let in another year, her estimate will be reasonable. Her estimate of \$250/SF for "heavy" renovation of the entirety of the existing HQ building assumed detailed design work that was premature at this point, but that it was reasonable to assume that redesigning the headquarters as a whole would necessitate significant demolition and renovation.

The fees for owner's representative and construction contingency represent a significant portion of the total costs, and these would change significantly in a Plan B as the FOP envisions. If renovation costs were reduced from \$5 million to \$600,000, and the \$300,000 for adding an elevator to the existing building was eliminated, the combined costs of construction and equipment for Plan B would drop from \$18.8 million to \$12.0 million, reducing the combined fees from \$5.1 million to \$3.25 million. Overall, under this scenario the total cost of Plan B would drop from \$25.3 million to \$16.4 million, a difference of almost \$9 million, and \$7 million less expensive than the acquisition and renovation of Showers Plaza.

Another committee concern was the likelihood of, and the timetable for, the whole of Showers Plaza being used for public safety. Only a little more than half the building would be renovated; the rest would be banked. The rough acquisition cost of the 47 percent or so of the building that would be banked would be \$4.1 million not including bond interest. The banked office space might also be used for non-public-safety purposes by the City when the dollars earmarked for it came from the portion of the new ED-LIT tax specifically intended for public safety. The administration argued that the benefits of securing office space adjacent to City Hall outweigh these concerns, and that if the City wins its annexation case in the courts, that extra space would be required sooner than later.

The committee did not form with the intent of making a recommendation to Council, so none is provided herein. The committee's primary observations were that:

- Ms. Kunce's assumption that all 20,000 SF of the existing police HQ would need to be renovated, let alone at the "heavy" estimated cost of \$250/SF, is unwarranted.
- The new construction cost estimate of \$500/SF should be seen as the upper limit of a range that the eventual cost would fall into, not necessarily the guaranteed cost of new construction in Plans B or C.
- The cost of a Plan B with the FOP's "ultra-light" renovation of the existing building, and three stories of new construction on its adjacent parking lot (\$16.4 million), would be significantly less than the estimated cost of acquiring Showers Plaza and renovating 35,000 SF immediately (\$23.5 million).
- The acquisition cost of office space that would be banked indefinitely in Plan A is \$4.1 million, or more than 17 percent of the Plan A estimate. The committee recognizes the benefits of co-location at Showers Plaza and the value of its acquisition by the City, but questions the use of public-safety tax dollars for it.

# # #



# Floorplans of Police HQ: Current and Potential

By Steve Volan

For the Ad Hoc Committee on  
Public Safety Headquarters

January 10, 2023

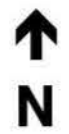
Plan B was created by BPD leadership and staff through an internal process.

Renderings are rough and were based on an emergency evacuation plan map.

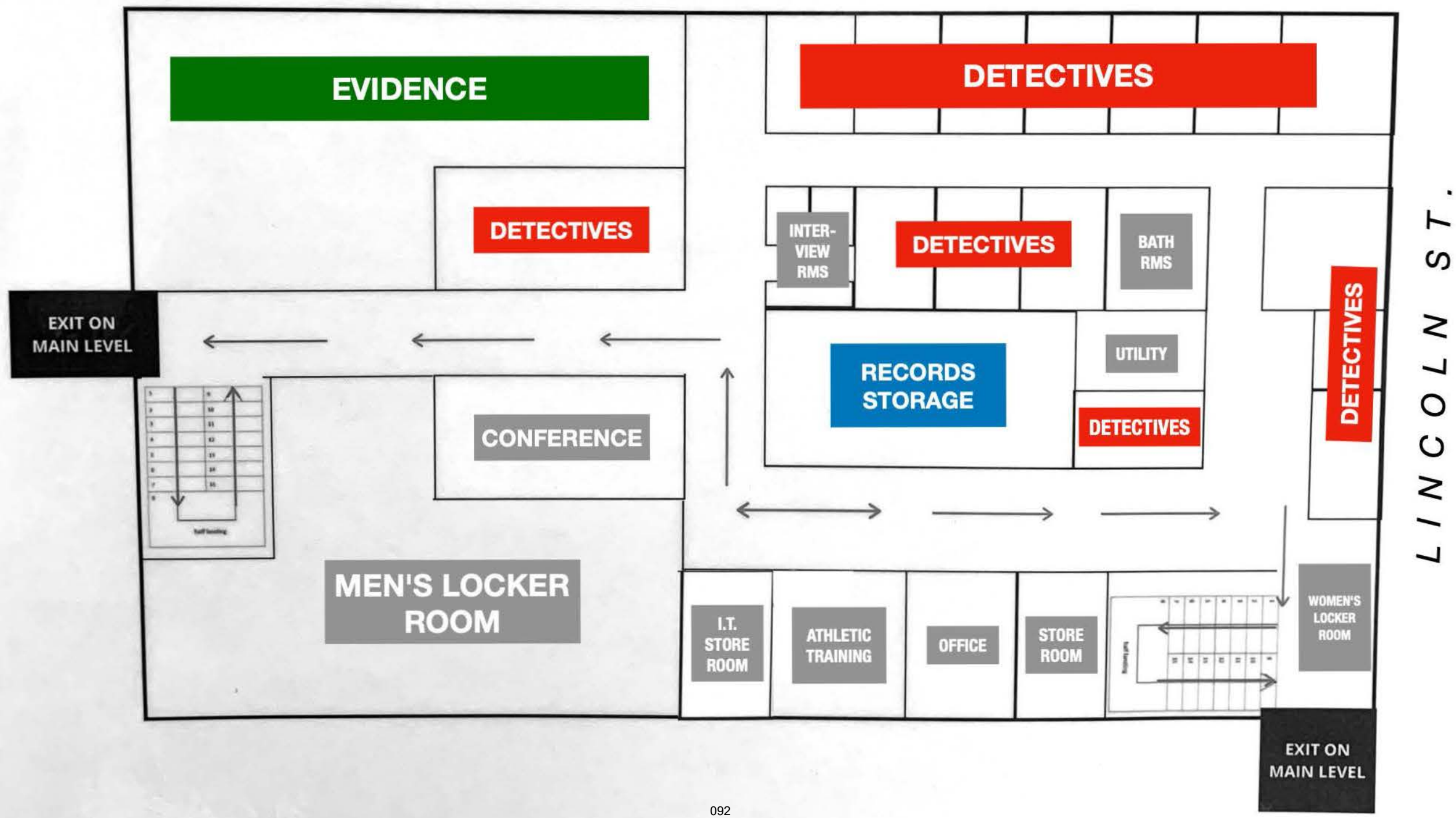
Illustrations are meant to show where basic functions are or would go. Rooms are not necessarily to scale.

# Lower Level

BLOOMINGTON POLICE DEPARTMENT  
HEADQUARTERS • 220 EAST THIRD ST.  
**LOWER LEVEL LAYOUT – EXISTING**



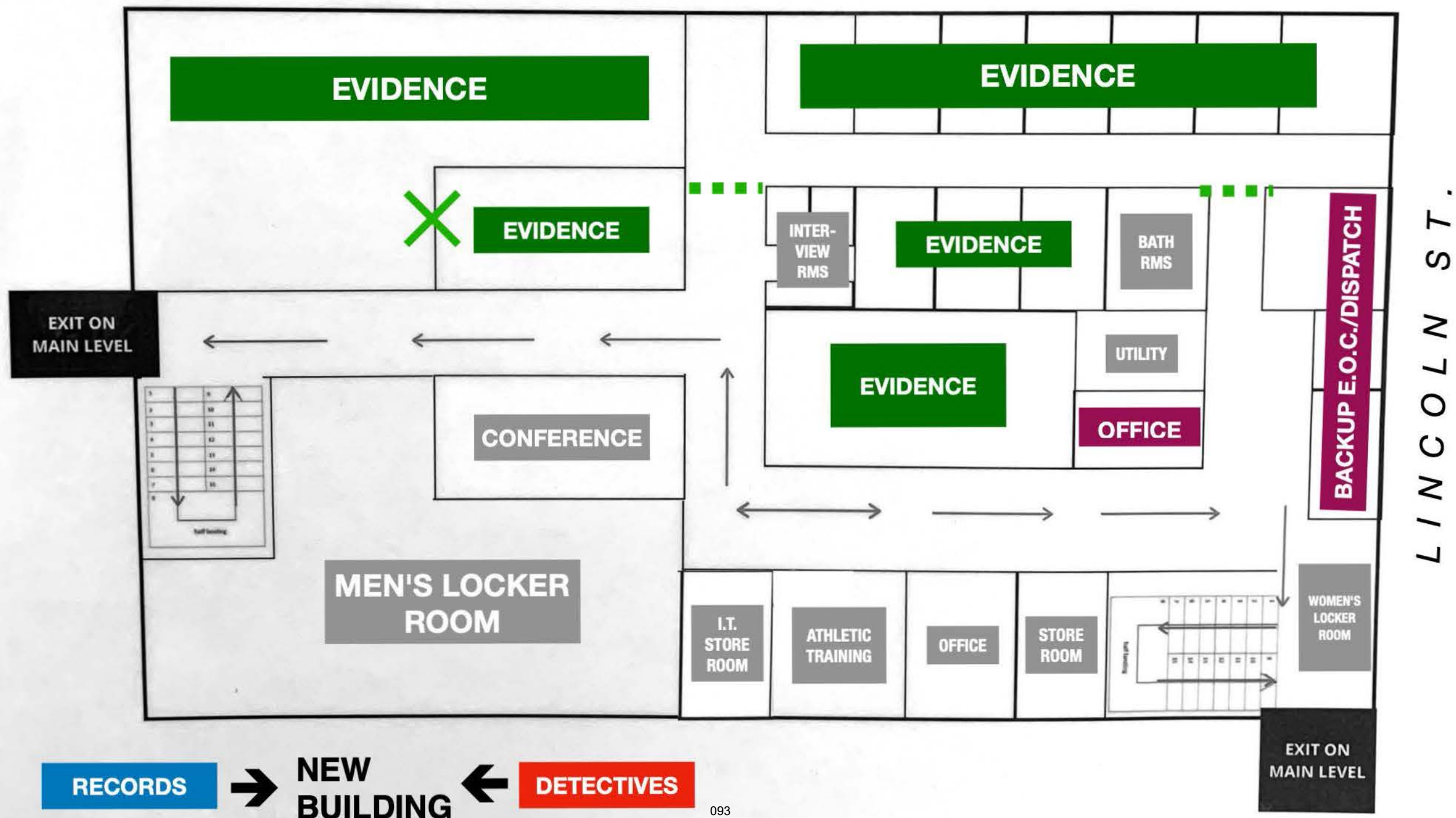
THIRD ST.



BLOOMINGTON POLICE DEPARTMENT  
 HEADQUARTERS • 220 EAST THIRD ST.  
**LOWER LEVEL LAYOUT – PLAN B**



THIRD ST.

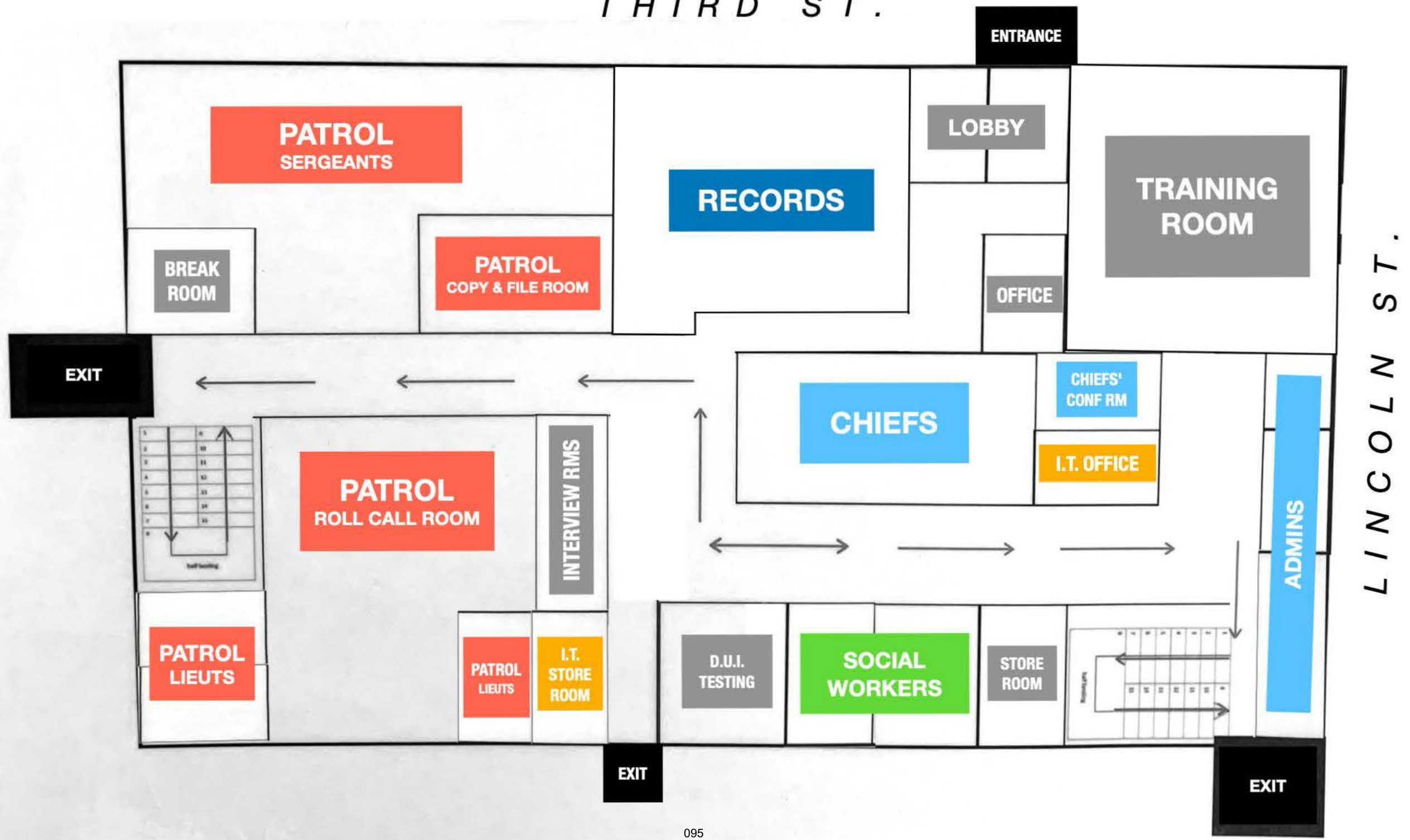


# Upper Level

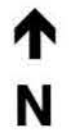
BLOOMINGTON POLICE DEPARTMENT  
 HEADQUARTERS • 220 EAST THIRD ST.  
**UPPER LEVEL LAYOUT – EXISTING**



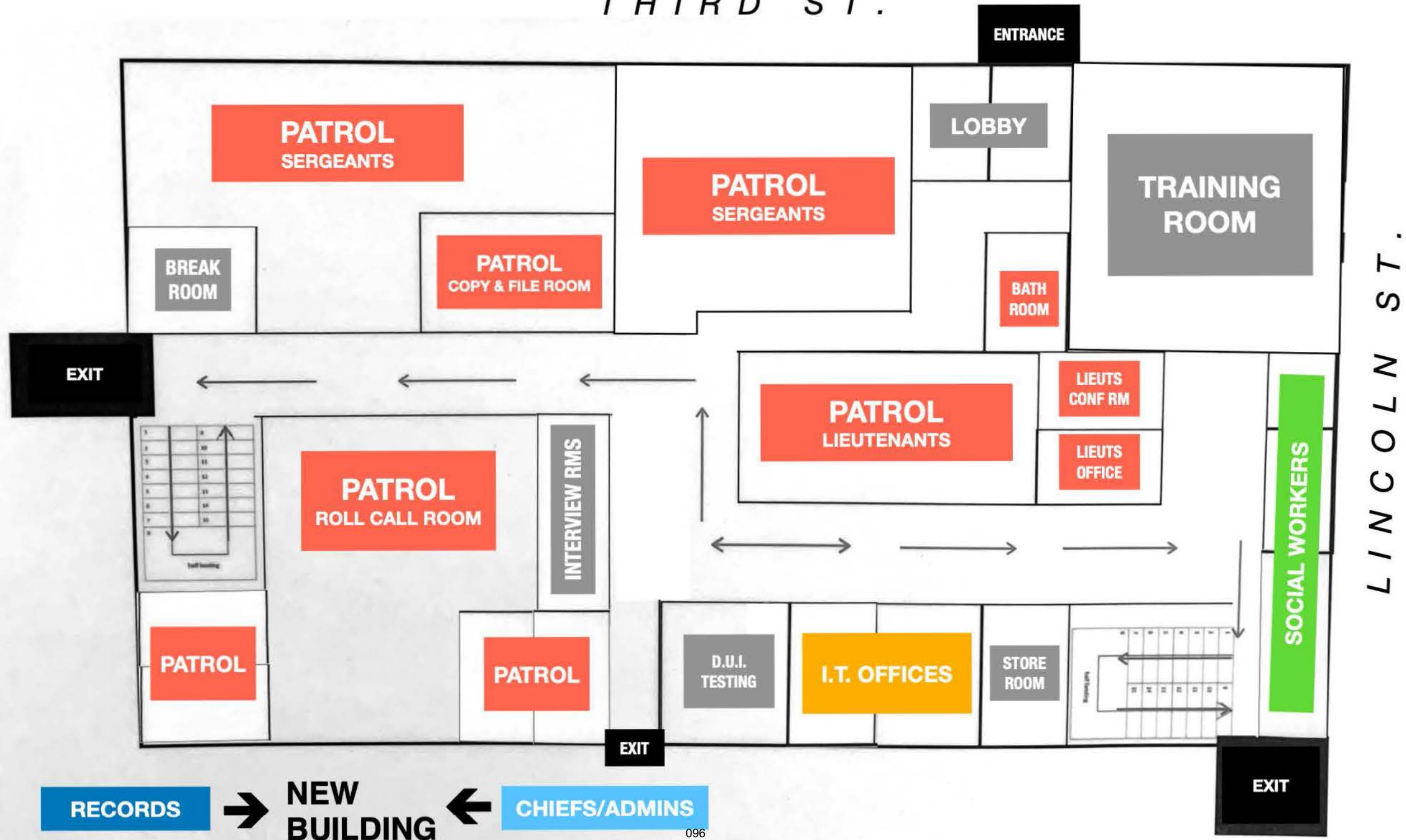
THIRD ST.



BLOOMINGTON POLICE DEPARTMENT  
 HEADQUARTERS • 220 EAST THIRD ST.  
**UPPER LEVEL LAYOUT – PLAN B**



THIRD ST.





# SUMMARY OF PLAN B

Chiefs/Admin, Detectives and Records move to a new building

Evidence takes over most of the lower level

Patrol takes over most of the upper level

Most other functions stay in place  
(or move down the hall)

**PS HQ Table 1: ANNOTATIONS TO COST COMPARISONS (DETAILED) FOR VARIOUS PLANS FOR A NEW PUBLIC SAFETY HQ**

NEW HEADQUARTERS FOR COB POLICE & FIRE		PLAN A: Renovate @ Showers	PLAN B: Expand @ BPD HQ	PLAN C: New Building [ @ New Site]	How Determined	Notes and Questions
C1	Site Work Allowance	\$200,000	\$800,000	\$1,000,000	Allowance	how is this determined? (Could be remediation costs under the parking lot)
C2	New Construction	\$0	\$9,500,000	\$17,500,000	Cost/SF	estimates \$500/SF for 15,000 SF; FOP subtracts out parking deck (\$2 million).
C3	Renovation	\$6,650,500	\$5,000,000	\$0	Cost/SF	Plan B figure assumes "heavy" (\$250/SF) renovation of all 20K SF of current HQ, while 40% (12K SF) of Showers would get a "light" (\$100/SF) renovation. At current HQ, basement floors have been replaced, and the locker rooms are brand new; what would be done for \$5m? FOP estimates a tenth the cost for minimal renovations (see green items in Sheet FOP 3/3).
C4	Generator	\$1,000,000	\$800,000	\$800,000		why is the generator more expensive at Showers?
C5	Elevator	\$300,000	\$300,000	\$0		Does current HQ need an elevator? If not, why isn't it included in Plan B's new construction cost like in Plan C?
C6	Design Cont/Escalation	\$600,000	\$800,000	\$750,000	Allowance	7%, 5%/2%, 4% respectively. These numbers are inexplicable. How is this determined?
	<b>CONSTRUCTION TOTAL</b>	<b>\$8,750,500</b>	<b>\$17,200,000</b>	<b>\$20,050,000</b>		
E1	Equipment - IT	\$260,000	\$275,000	\$250,000	Allowance	why HQ \$15K greater than Showers?
E2	Equipment - Security	\$675,000	\$695,000	\$660,000	Cost/SF	why HQ \$20K greater?
E3	Equipment - AV	\$505,000	\$515,000	\$500,000	Allowance	why HQ \$10K greater?
E4	Equipment - Antenna/Radio	\$200,000	\$0	\$0	Allowance	antenna at current HQ is adequate. A new antenna will need to be installed at a Plan C new site
E5	Escalation	\$140,000	\$140,000	\$130,000	Allowance	
	<b>EQUIPMENT TOTAL</b>	<b>\$1,780,000</b>	<b>\$1,625,000</b>	<b>\$1,540,000</b>		
F1	Fees & Costs for Bonds	\$300,000	\$300,000	\$250,000	Allowance	why is Plan C lower?
F2	Fees, AE/Owner's Rep.	\$1,790,185	\$3,200,250	\$3,670,300	% of Constr Costs	why are these much higher in Plan B?
F3	Furniture, Fixtures & Eqpt.	\$1,000,000	\$1,000,000	\$800,000	Allowance	why is Plan C lower?
F4	Relocation	\$65,000	\$65,000	\$50,000	Allowance	why is Plan C lower?
F5	Owner's/Constr. Contingency	\$1,053,050	\$1,882,500	\$2,159,000	% of Constr Costs	why are these much higher in Plan B?
	<b>FEES FURNITURE ETC TOTAL</b>	<b>\$4,208,235</b>	<b>\$6,447,750</b>	<b>\$6,929,300</b>		
L1	Land & Buildings Purchase	\$8,750,000	\$0	\$3,000,000	[Plan C: Estimate]	
L2	Land & Buildings Sale	?	\$0	?		
	<b>LAND &amp; BUILDINGS TOTAL</b>	<b>\$8,750,000</b>	<b>\$0</b>	<b>\$3,000,000</b>		
	<b>GRAND TOTAL</b>	<b>\$23,488,735</b>	<b>\$25,272,750</b>	<b>\$31,519,300</b>		
	<b>New Square Footage</b>	0 SF	15,000 SF	35,000 SF		
	<b>Existing Square Footage</b>	64,000 SF	20,000 SF	0 SF		
	<b>Devoted to Police &amp; Fire HQ</b>	33,725 SF	35,000 SF	35,000 SF		Plan A: 29K police + 4725 fire. Actual police SF seems to be 29,874, for 34,599 SF.
	<b>Fallow Square Footage</b>	30,275 SF	0 SF	0 SF		47.3% of Showers (~\$4.1M). If 45.9%, (\$4.01M)

Base data provided to Council by architect Deb Kunce on behalf of City of Bloomington at the 12/21/2022 Council meeting. Annotated by Steve Volan, 1/3/2023. Annotations and additions to the original document are in *Helvetica* or are shaded red.

**PS HQ Table 2: Plan A - How the Renovation Costs @ Showers Was Calculat**

	<b>Plan A Renovation</b>	<b>SF</b>	<b>Cost/SF</b>	<b>Estimate</b>
<b>C3-1</b>	Police - 2nd Flr Renovation - Light	7,241	\$100	\$ 724,100
<b>C3-2</b>	Police - 2nd Flr Renovation - Heavy	5,445	\$250	\$ 1,361,250
<b>C3-3</b>	Police - 1st Flr Renovation - Light	5,124	\$100	\$ 512,400
<b>C3-4</b>	Police - 1st Flr Renovation - Heavy	7,076	\$250	\$ 1,769,000
<b>C3-5</b>	Police - 1st Flr Renovation - Staff Facilities	4,000	\$350	\$ 1,400,000
<b>C3-6</b>	Fire - 1st Flr Renovation - Light	3,150	\$100	\$ 315,000
<b>C3-7</b>	Fire - 1st Flr Renovation - Heavy	1,575	\$250	\$ 393,750
<b>C3-8</b>	Connect to City Hall - 1st & 2nd Floor	700	\$250	\$ 175,000
	<b>Subtotal</b>	<b>34,311</b>	<b>\$193.83</b>	<b>\$ 6,650,500</b>
<b>C4</b>	Elevator SF	288		
	<b>Total SF Renovated</b>	<b>34,599</b>		

Source: Deb Kunce, 12/2/2022

PS HQ Table 3: Source Material: Detailed Calculations of Various Plans from Deb Kunce of JSHEd, 12/2/2022

BLOOMINGTON POLICE AND FIRE DEPARTMENT ADMINISTRATION										
SUMMARY OF OPTIONS										
CFC Showers Building purchase + renovation for Public Safety				POLICE		FIRE				
				\$ 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		\$ -		
POLICE @ SHOWERS BUILDING										
FIRE @ SHOWERS BUILDING										
TOTAL POLICE & FIRE										
C1	Site Work Allowance	29,000 SF	Cost/SF	\$ 200,000		4,725 SF	Cost/SF	\$ -	\$ 200,000	
C2	New Construction	- SF		\$ -		- SF		\$ -	\$ -	
C3-1	Police - 2nd Flr Renovation - Light	7,241 SF	\$100	\$ 724,100		- SF	\$100	\$ -	\$ 724,100	
C3-2	Police - 2nd Flr Renovation Heavy	5,445 SF	\$250	\$ 1,361,250		- SF	\$250	\$ -	\$ 1,361,250	
C3-3	Police - 1st Flr Renovation - Light	5,124 SF	\$100	\$ 512,400		- SF	\$100	\$ -	\$ 512,400	
C3-4	Police - 1st Flr Renovation - Heavy	7,076 SF	\$250	\$ 1,769,000		- SF	\$250	\$ -	\$ 1,769,000	
C3-5	Police - 1st Flr Staff Facilities Renovation	4,000 SF	\$350	\$ 1,400,000		- SF	\$350	\$ -	\$ 1,400,000	
C3-6	Fire - 1st Flr Renovation - Light	- SF	\$100	\$ -		3,150 SF	\$100	\$ 315,000	\$ 315,000	
C3-7	Fire - 1st Flr Renovation - Heavy	- SF	\$250	\$ -		1,575 SF	\$250	\$ 393,750	\$ 393,750	
C3-8	Connect to City Hall - 1st & 2nd Floor	700 SF	\$250	\$ 175,000		- SF	\$250	\$ -	\$ 175,000	
C4	Generator			\$ 1,000,000				\$ -	\$ 1,000,000 C3: Renovation	
C5	Elevator	288 SF		\$ 300,000		SF		\$ -	\$ 300,000	
C6	Design Cont/Escalation			\$ 550,000	7%			\$ 50,000	7%	
CONSTRUCTION SUBTOTAL				\$ 7,991,750	59%			\$ 758,750	59%	\$ 8,750,500
E1	IT			\$ 250,000	wiring is above			\$ 10,000	wiring is above	\$ 260,000
E2	Security			\$ 660,000				\$ 15,000		\$ 675,000
E3	AV			\$ 500,000				\$ 5,000		\$ 505,000
E4	Antenna/Radio Comm			\$ 200,000				\$ -		\$ 200,000
E5	Escalation			\$ 130,000	7%			\$ 10,000	25%	\$ 140,000
EQUIPMENT SUBTOTAL				\$ 1,740,000	13%			\$ 40,000	3%	\$ 1,780,000
F1	Bond Costs/Fees			\$ 250,000				\$ 50,000		\$ 300,000
F2	Fees (AE, Owner's Rep, etc)			\$ 1,654,398				\$ 135,788		\$ 1,790,185
F3	Furn, Fixtures, Equip			\$ 800,000				\$ 200,000		\$ 1,000,000
F4	Relocation			\$ 50,000				\$ 15,000		\$ 65,000
F5	Owner's Contingency			\$ 973,175	10%			\$ 79,875	10%	\$ 1,053,050
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$ 3,727,573	28%			\$ 480,663	38%	\$ 4,208,235
TOTAL without Bldg/Site Purchase				\$ 13,459,323				\$ 1,279,413		@ Showers Building \$ 14,738,735
TOTAL with Bldg/Site Purchase				\$ 8,312,500				\$ 437,500		\$ 23,488,735
POLICE @ BPD WITH NEW ADDITION										
FIRE @ BPD NEW ADDITION										
TOTAL POLICE & FIRE										
C1	Site Work Allowance	30,000 SF	Cost/SF	\$ 800,000		5,000 SF	Cost/SF	\$ -	\$ 800,000	
C2-1	Parking Level	5,000 SF	\$400	\$ 2,000,000		- SF	\$400	\$ -	\$ 2,000,000	
C2-2	New Construction	10,000 SF	\$500	\$ 5,000,000		5,000 SF	\$500	\$ 2,500,000	\$ 7,500,000	
C3-1	Police - Main Flr Renovation - Light	- SF	\$100	\$ -		- SF	\$100	\$ -	\$ -	
C3-2	Police - Main Flr Renovation - Heavy	10,000 SF	\$250	\$ 2,500,000		- SF	\$250	\$ -	\$ 2,500,000	
C3-3	Police - Basement Renovation - Light	- SF	\$100	\$ -		- SF	\$100	\$ -	\$ -	
C3-4	Police - Basement Renovation Heavy	10,000 SF	\$250	\$ 2,500,000		- SF	\$250	\$ -	\$ 2,500,000	
	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	\$ -	\$ -	
C4	Generator			\$ 800,000				\$ -	\$ 800,000 C3: Renovation	
C5	Elevator	288 SF		\$ 300,000		SF		\$ -	\$ 300,000	
C6	Design Cont/Escalation			\$ 750,000	5%			\$ 50,000	2%	
CONSTRUCTION SUBTOTAL				\$ 14,650,000	68%			\$ 2,550,000	71%	\$ 17,200,000
E1	IT			\$ 250,000	wiring is above			\$ 25,000	wiring is above	\$ 275,000
E2	Security			\$ 660,000				\$ 35,000		\$ 695,000
E3	AV			\$ 500,000				\$ 15,000		\$ 515,000
E4	Antenna/Radio Comm			\$ -				\$ -		\$ -
E5	Escalation			\$ 130,000	8%			\$ 10,000	12%	\$ 140,000
EQUIPMENT SUBTOTAL				\$ 1,540,000	7%			\$ 85,000	2%	\$ 1,625,000
F1	Bond Costs/Fees			\$ 250,000				\$ 50,000		\$ 300,000
F2	Fees (AE, Owner's Rep, etc)			\$ 2,752,300				\$ 447,950		\$ 3,200,250
F3	Furn, Fixtures, Equip			\$ 800,000				\$ 200,000		\$ 1,000,000
F4	Relocation			\$ 50,000				\$ 15,000		\$ 65,000
F5	Owner's Contingency			\$ 1,619,000	10%			\$ 263,500	10%	\$ 1,882,500
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$ 5,471,300	25%			\$ 976,450	27%	\$ 6,447,750
TOTAL without Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450		@BPD \$ 25,272,750
TOTAL with Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450		\$ 25,272,750
POLICE AND FIRE ADMIN FOR ALL NEW CONSTRUCTION										
C1	Site Work Allowance	35,000 SF	Cost/SF	\$ 1,000,000						
C2	Parking Level	- SF	\$400	\$ -						
C2	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	\$ -						
C4	Generator	sf		\$ 800,000						
C6	Design Cont/Escalation			\$ 750,000	4%					
CONSTRUCTION SUBTOTAL				\$ 20,050,000	70%					
E1	IT			\$ 250,000	wiring is above					
E2	Security			\$ 660,000						
E3	AV			\$ 500,000						
E4	Antenna/Radio Comm			\$ -						
E5	Escalation			\$ 130,000	8%					
EQUIPMENT SUBTOTAL				\$ 1,540,000	5%					
F1	Bond Costs/Fees			\$ 250,000						
F2	Fees (AE, Owner's Rep, etc)			\$ 3,670,300						
F3	Furn, Fixtures, Equip			\$ 800,000						
F4	Relocation			\$ 50,000						
F5	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					\$ 28,519,300	
				\$ 31,519,300					\$ 31,519,300	

annotated and slightly reorganized by S. Volan, 12/27/2022 (new columns: A & V; annotations in italics)

**EVALUATING PLANS FOR A NEW PUBLIC-SAFETY HEADQUARTERS • 1/18/23**

<i>New Headquarters for Police and Fire Departments</i>		<b>PLAN A — Showers</b>	<b>“Low-End” PLAN B</b>	<b>PLAN B — Expand @ HQ</b>	<b>PLAN C — New Bldg.</b>
C1	Site Work Allowance	\$200,000	\$800,000	\$800,000	\$1,000,000
C2	New Construction	\$0	\$7,500,000	\$9,500,000	\$17,500,000
C3	Renovation	\$6,650,500	\$600,000	\$5,000,000	\$0
C4	Generator	\$1,000,000	\$800,000	\$800,000	\$800,000
C5	Elevator	\$300,000	\$0	\$300,000	\$0
C6	Design Cont/Escalation	\$600,000	\$800,000	\$800,000	\$750,000
	<b>Construction Total</b>	<b>\$8,750,500</b>	<b>\$10,500,000</b>	<b>\$17,200,000</b>	<b>\$20,050,000</b>
E1	Equipment - IT	\$260,000	\$250,000	\$275,000	\$250,000
E2	Equipment - Security	\$675,000	\$660,000	\$695,000	\$660,000
E3	Equipment - AV	\$505,000	\$500,000	\$515,000	\$500,000
E4	Equipment - Antenna/Radio	\$200,000	\$0	\$0	\$0
E5	Escalation	\$140,000	\$130,000	\$140,000	\$130,000
	<b>Equipment Total</b>	<b>\$1,780,000</b>	<b>\$1,540,000</b>	<b>\$1,625,000</b>	<b>\$1,540,000</b>
F1	Fees & Costs for Bonds	\$300,000	\$250,000	\$300,000	\$250,000
F2	Fees, AE/Owner’s Rep.	\$1,790,185	\$2,046,800	\$3,200,250	\$3,670,300
F3	Furniture, Fixtures & Eqpt.	\$1,000,000	\$800,000	\$1,000,000	\$800,000
F4	Relocation	\$65,000	\$50,000	\$65,000	\$50,000
F5	Owner’s/Constr. Contingency	\$1,053,050	\$1,204,000	\$1,882,500	\$2,159,000
	<b>Fees, Furn., Etc. Total</b>	<b>\$4,208,235</b>	<b>\$4,350,800</b>	<b>\$6,447,750</b>	<b>\$6,929,300</b>
L1	Land & Buildings Purchase	\$8,750,000	\$0	\$0	\$3,000,000
L2	Land & Buildings Sale	?	0	\$0	?
	<b>Land &amp; Buildings Total</b>	<b>\$8,750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,000,000</b>
	<b>GRAND TOTAL</b>	<b>\$23,488,735</b>	<b>\$16,390,800</b>	<b>\$25,272,750</b>	<b>\$31,519,300</b>
	<b>New Square Footage</b>	0 SF	15,000 SF	15,000 SF	35,000 SF
	<b>Existing Square Footage</b>	64,000 SF	20,000 SF	20,000 SF	0 SF
	<b>Devoted to PS HQ</b>	33,725 SF	35,000 SF	35,000 SF	35,000 SF
	<b>Fallow Square Footage</b>	30,275 SF	0 SF	0 SF	0 SF

*Base data provided to Council by architect Deb Kunce on behalf of City of Bloomington at the 12/21/2022 Council meeting.*

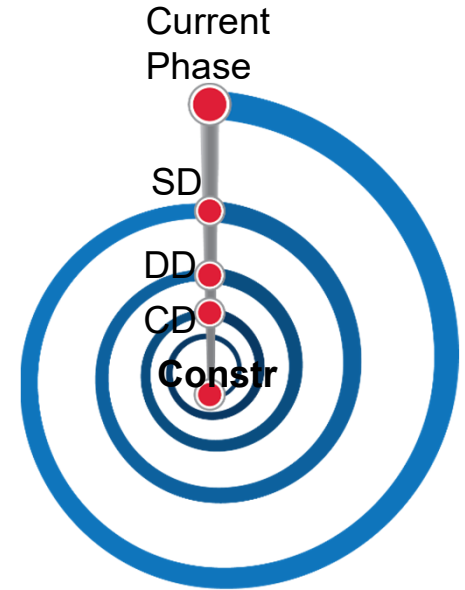
# PROJECTED TIMELINES

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

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

	<b><u>BFD + BPD Renovate at Showers</u></b>	<b><u>BFD + BPD Expand at BPD</u></b>	<b><u>BFD + BPD New Building</u></b>
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
<b>Total Assigned SF</b>	<b>33,725 SF</b>	<b>35,000 SF</b>	<b>35,000 SF</b>
<b>Constr Costs / Assigned SF</b>	<b>\$437/SF</b>	<b>\$722/SF</b>	<b>\$814/SF</b>
<b>Total Cost / Assigned SF</b>	<b>\$697/SF</b>	<b>\$722/SF</b>	<b>\$900/SF</b>
<b>Total Building SF</b>	<b>64,000 SF</b>	<b>35,000 SF</b>	<b>35,000 SF</b>
<b>Total Cost / Total Building SF</b>	<b>\$367/SF</b>	<b>\$722/SF</b>	<b>\$900/SF</b>



# 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
<b>Construction Total</b>	<b>\$8,750,500</b>	<b>\$17,200,000</b>	<b>\$20,050,000</b>	
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
<b>Equipment Total</b>	<b>\$1,780,000</b>	<b>\$1,625,000</b>	<b>\$1,540,000</b>	
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
<b>Soft Costs Total</b>	<b>\$4,208,235</b>	<b>\$6,447,750</b>	<b>\$6,929,300</b>	
<b>Land Purchase</b>	<b>\$8,750,000</b>	<b>\$0</b>	<b>\$3,000,000</b>	
<b>Grand Total</b>	<b>\$23,488,735</b>	<b>\$25,272,750</b>	<b>\$31,519,300</b>	
<b>Square Footage</b>	<b>64,000 SF</b>	<b>35,000 SF</b>	<b>35,000 SF</b>	

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

**TO RATIFY PURCHASE AGREEMENT FOR 320 WEST 8th STREET**

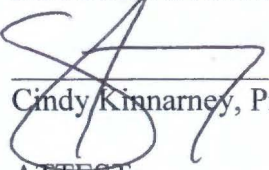
- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

  
\_\_\_\_\_  
Deborah Myerson, Secretary

\_\_\_\_\_  
Date

8/1/2022

**AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS**

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

**RECITALS**

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

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

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

(collectively, "Permitted Exceptions").

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

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

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

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

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

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

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

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

6. **Closing Adjustments and Prorations.**

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

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

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

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

and customary closing costs.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

"SELLER"

CFC, LLC

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

Date: July 13, 2022

"PURCHASER"

REDEVELOPMENT COMMISSION OF  
BLOOMINGTON, INDIANA

By: Cindy Kinamey  
Cindy Kinamey, President

Date: 7-18-22

THE CITY OF BLOOMINGTON

By: John Hamilton  
John Hamilton, Mayor

Date: July 12, 2022

City of Bloomington  
 Redevelopment Commission  
 Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** Purchase of 320 W. 8th Street

**Project Manager:** Donald Griffin, Deputy Mayor

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

**Project Timeline:** Purchase – 2022

**Financial Information:**

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

**Project Phases:**

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

**TIF District:** Consolidated TIF (Downtown)

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

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

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

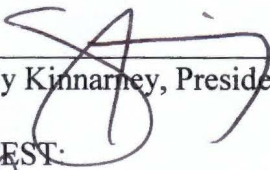
- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers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

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

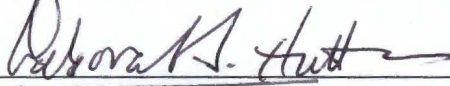
1. The RDC affirms its support of the acquisition of the 320 W. 8th Street and declares that the Services serve the public’s best interests.
2. The RDC hereby approves the Amendment to the Purchase Agreement with CFC attached to this Resolution as Exhibit A.



BLOOMINGTON REDEVELOPMENT COMMISSION

  
\_\_\_\_\_  
Cindy Kinnarney, President

ATTEST:

  
\_\_\_\_\_  
~~Deborah Myerson, Secretary~~

DEBORAH S. HUTTON, Vice President

11/21/2022  
\_\_\_\_\_  
Date

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

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

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

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

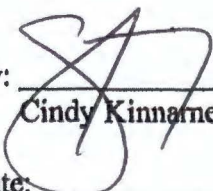
**"SELLER"**

**"PURCHASER"**

**CFC, LLC**

**REDEVELOPMENT COMMISSION OF  
BLOOMINGTON, INDIANA**

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

By:   
Cindy Kinnarney, President

Date: 11/16/2022

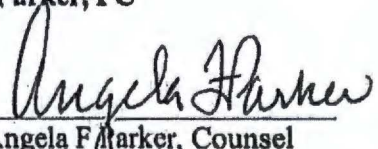
Date: 

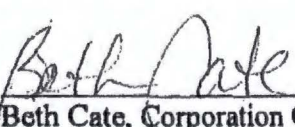
APPROVED AS TO FORM:

APPROVED AS TO FORM:

**CarminParker, PC**

**THE CITY OF BLOOMINGTON**

By:   
Angela F. Parker, Counsel  
to Seller

By:   
Beth Cate, Corporation Counsel

Date: 11/16/2022

Date: 11/16/2022

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**MEMORANDUM**

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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

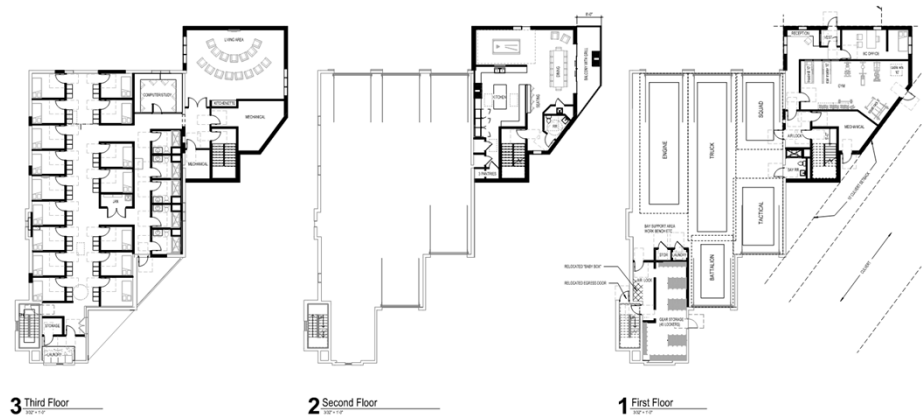


# FIRE STATION #1 CONSIDERATIONS

- 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. 4<sup>th</sup> 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

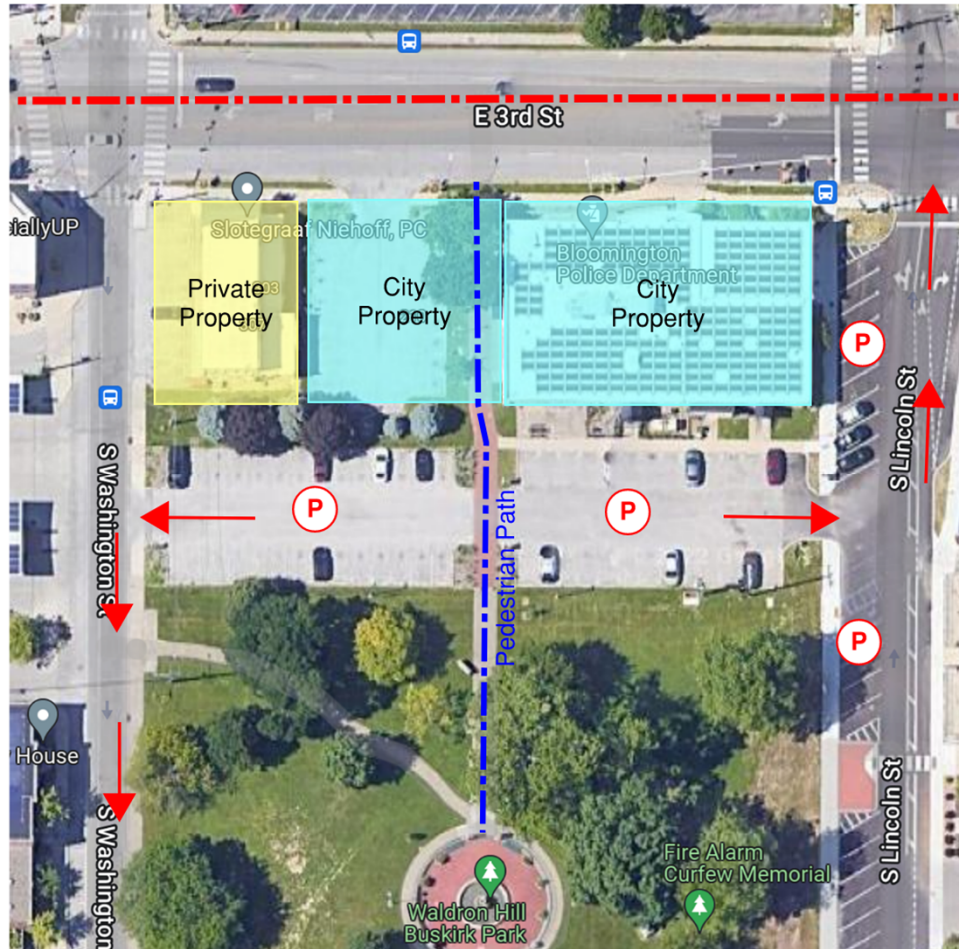
- **Purchase and Renovation of CFC Showers Building**
- **Expansion to existing BPD**
- **New construction of entire facility (without regard to location)**

All options to maintain CALEA certification.

# CFC SHOWERS RENOVATION – SPACE PROGRAM

	<u>Square Footage</u>	<u>Staffing Accommodated</u>
• Fire Administration	33,725 SF	<b>30 ppl</b> (20 current + 10 growth)
• Police		<b>109 ppl</b> (includes all budgeted positions)
• Other Hallways/Circulation	<b>12,000 SF</b>	
• Other Build-Out Opportunities	<b><u>18,275 SF</u></b>	
• CFC Showers Building Total	<b>64,000 SF</b>	

# VEHICLE ACCESS - BPD Existing Site



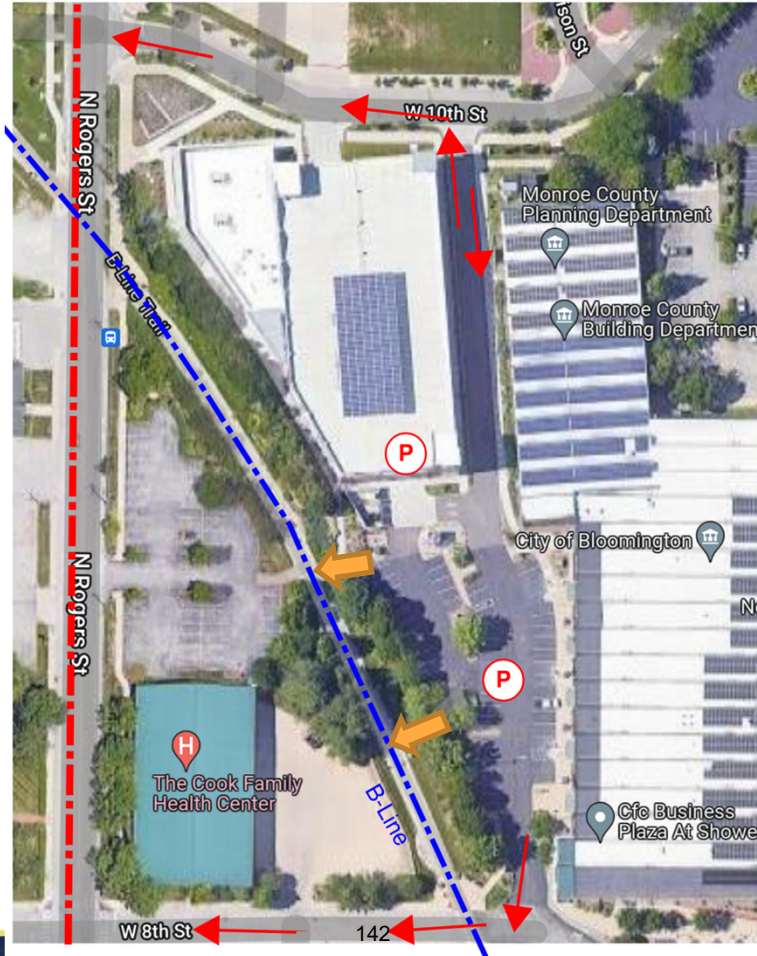
**BPD Surface Parking –  
50 spaces**

**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

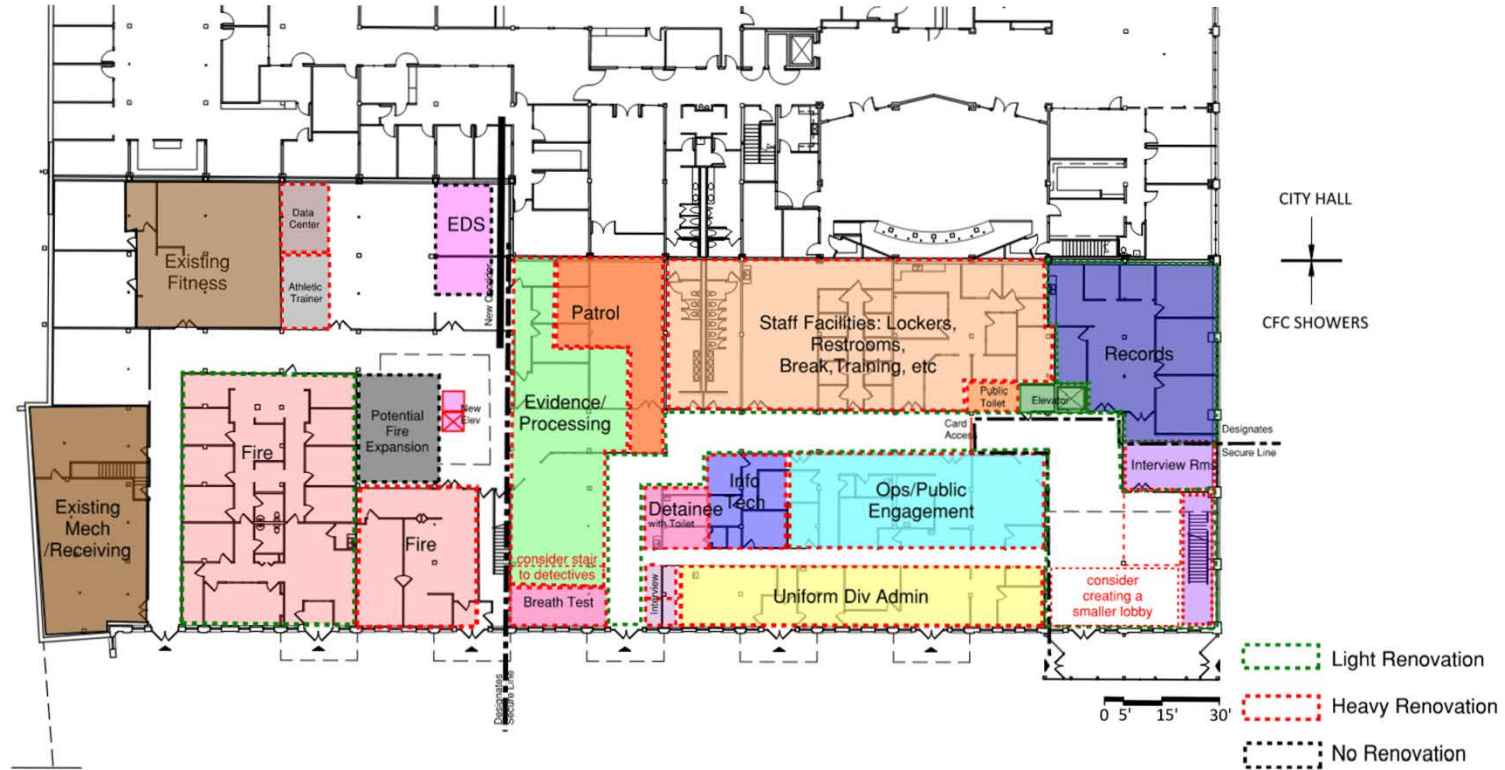
Garage Lower-level– 55 spaces

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 – 1<sup>ST</sup> FLR



# CFC SHOWERS BUILDING RENOVATION – 2<sup>ND</sup> FLR





# COST COMPARISON

	<b><u>BFD + BPD Renovate at Showers</u></b>	<b><u>BFD + BPD Expand at BPD</u></b>	<b><u>BFD + BPD New Building</u></b>
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
<b>Total Assigned SF</b>	<b>33,725 SF</b>	<b>35,000 SF</b>	<b>35,000 SF</b>
<b>Constr Costs / Assigned SF</b>	<b>\$437/SF</b>	<b>\$722/SF</b>	<b>\$814/SF</b>
<b>Total Cost / Assigned SF</b>	<b>\$697/SF</b>	<b>\$722/SF</b>	<b>\$900/SF</b>
<b>Total Building SF</b>	<b>64,000 SF</b>	<b>35,000 SF</b>	<b>35,000 SF</b>
<b>Total Cost / Total Building SF</b>	<b>\$367/SF</b>	<b>\$722/SF</b>	<b>\$900/SF</b>

DRAFT

FEASIBILITY STUDY

FOR

NEW BLOOMINGTON P.D.  
HEADQUARTERS  
IN CFC SHOWERS

320 West 8<sup>th</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup>. 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

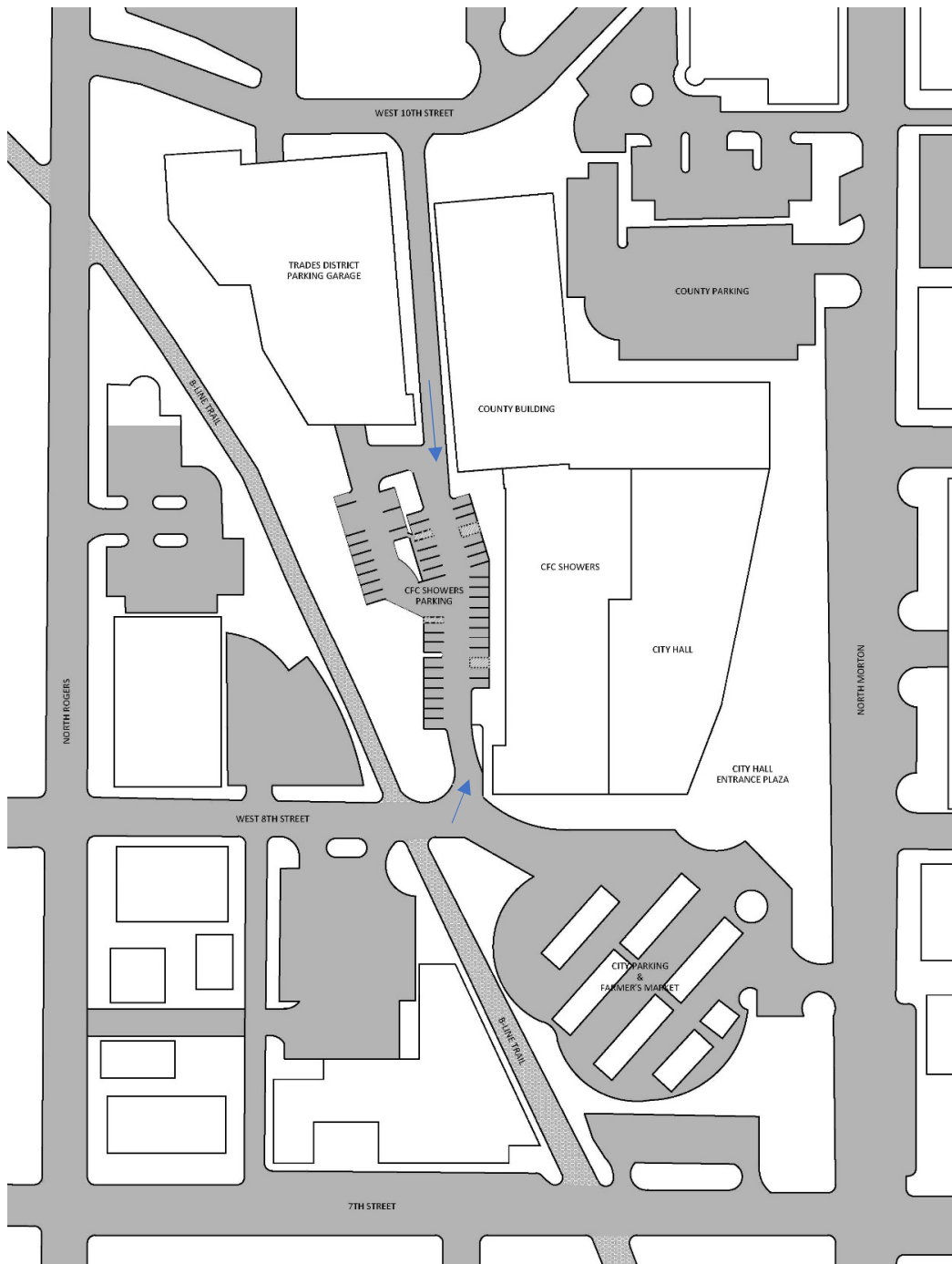


# BLOOMINGTON P.D. HEADQUARTERS IN CFC SHOWERS

## REVIEW OF EXISTING CFC SHOWERS BUILDING

### ACCESS to SITE

The CFC Showers property is accessed from West 8<sup>th</sup> Street or West 10<sup>th</sup> Street on the east side of Rogers Street. The B-Line Trail runs diagonally between the access points, crossing West 8<sup>th</sup> Street and Rogers Street south of West 10<sup>th</sup> 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 10<sup>th</sup> 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 8<sup>th</sup> 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

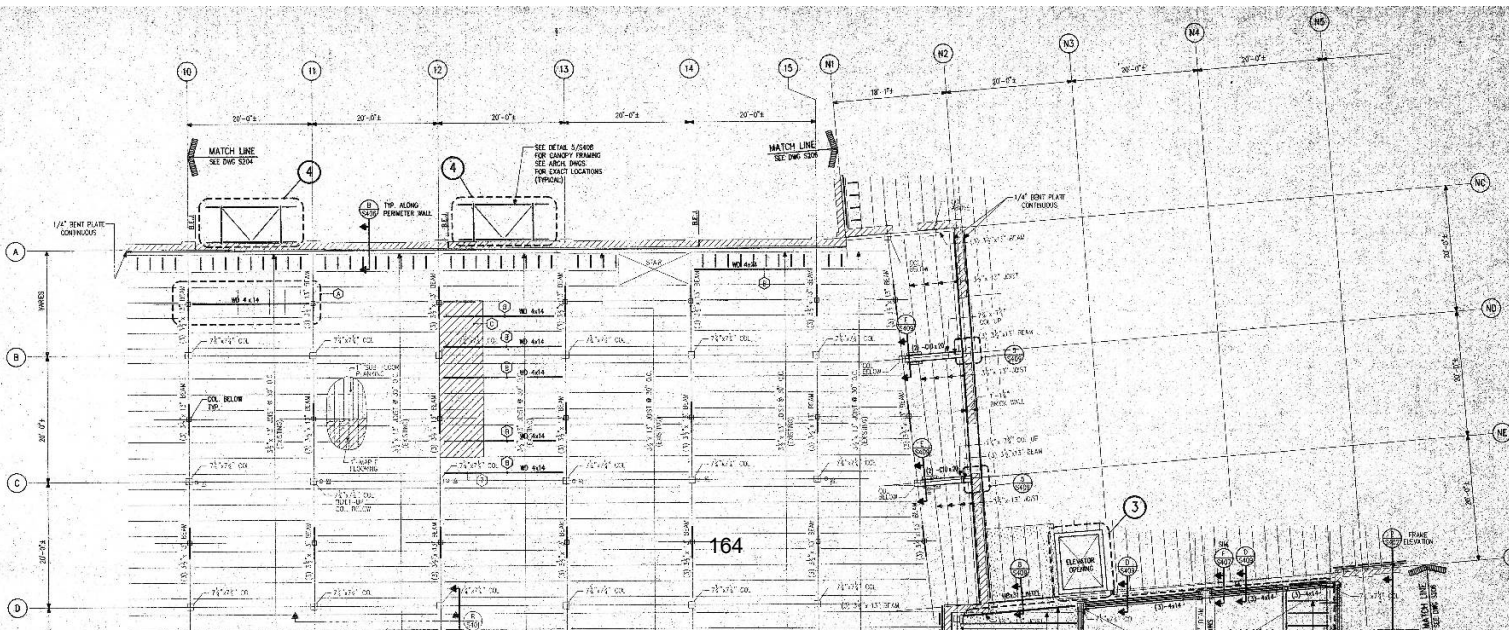
## PRELIMINARY REVIEW OF BUILDING CODE

### 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.

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# ARCHITECT'S REPORT

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## **BLOOMINGTON POLICE DEPARTMENT CFC SHOWERS BUILDING RENOVATION**

Bloomington, IN

KBA #

Prepared by: Todd M. Costa

Date: October 24, 2022

Page: 1 of 4

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*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.*

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### ***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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# A R C H I T E C T ' S R E P O R T

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**BLOOMINGTON POLICE DEPARTMENT  
CFC SHOWERS BUILDING RENOVATION**

Bloomington, IN

KBA #

Prepared by: Todd M. Costa

Date: October 24, 2022

Page: 2 of 4

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*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.*

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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



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# A R C H I T E C T ' S R E P O R T

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**BLOOMINGTON POLICE DEPARTMENT  
CFC SHOWERS BUILDING RENOVATION**

Bloomington, IN

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Prepared by: Todd M. Costa

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Page: 3 of 4

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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

# A R C H I T E C T ' S R E P O R T

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**BLOOMINGTON POLICE DEPARTMENT  
CFC SHOWERS BUILDING RENOVATION**

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KBA #

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between offices, public areas and adjacent building tenants. Finally, like the ground level, ballistic treatment to partitions that separate BPD from adjacent tenants and the public lobby should extend to above the ceiling. Thorough and careful consideration with BPS will be necessary for the implementation of blast protection requirements on the upper level.



**Jayne York**

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**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




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**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

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Mr. Burgess,

I believe our County Building Commissioner, Robert Larue, has also inquired about this issue as we discussed it yesterday. We are looking for information on whether a renovation project is required to meet the structural requirements (IBC Chapter 16) for a higher Risk Category when there isn't a "change of use/occupancy".

In this particular case we will be putting together a feasibility study to examine an existing building currently containing office lease space being converted into a police department (remains B occupancy). A new police building would be considered Risk Category 4.



*Structural Engineers*

**FINK ROBERTS & PETRIE, INC.**

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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

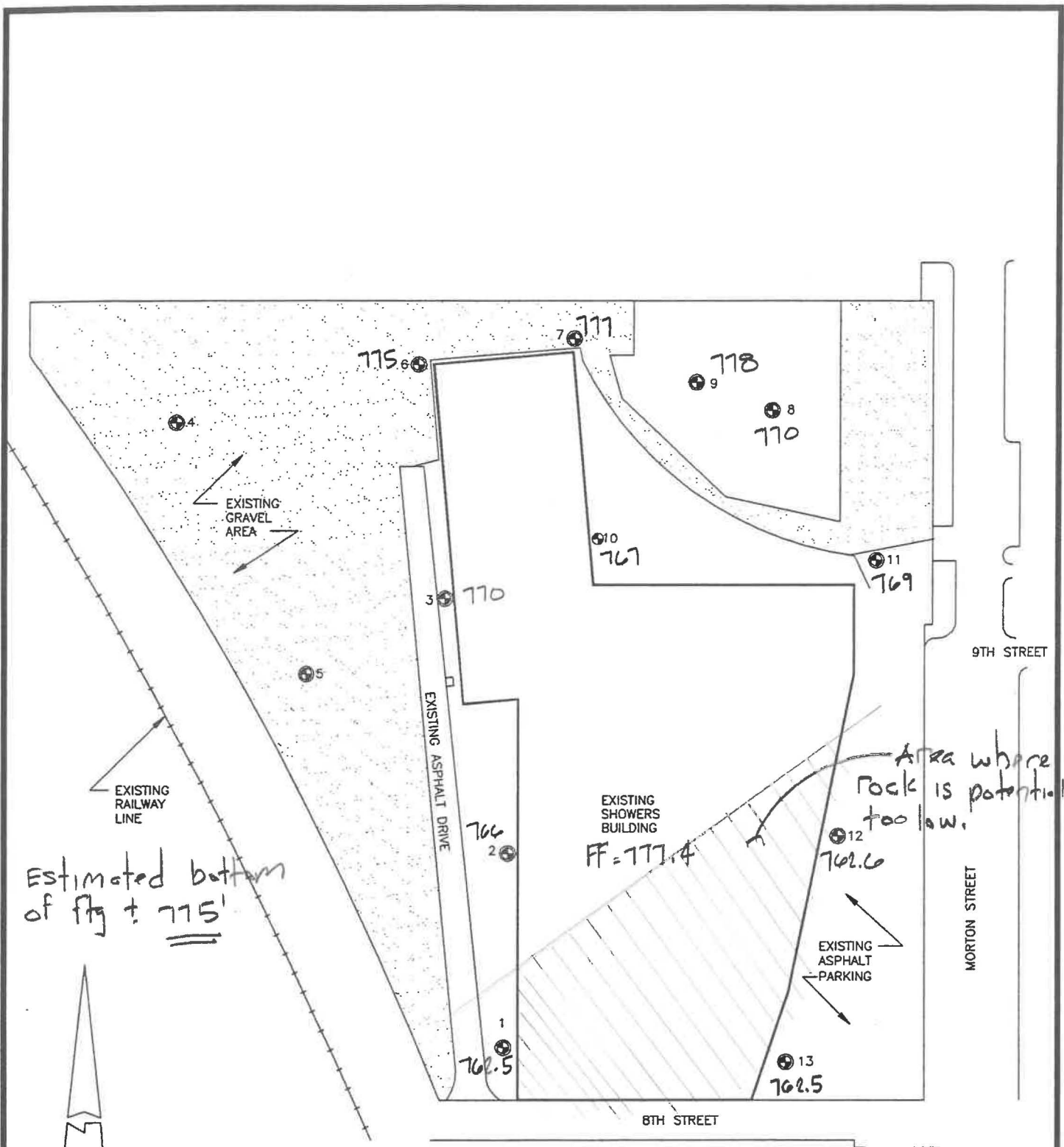
A review of the soil borings that were completed in 1992 indicates that the footings in the south portion of the building would have more than ten feet of soil between bottom of footing and rock elevation (a plan of borings is included). Based on this information it does not seem feasible that the building 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



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**

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**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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Apparently its not just about getting a site class B but also at what elevation the rock is relative to the actual ftgs. So there may be additional testing required within the building. I would think if that was to be done we could rationalize checking a representative number of footings and not every column location.

I have reached out to another testing company to see about a timeline for the shear wave velocity testing. Then the question is should some preliminary borings inside the building be done first to verify we meet the less than 10 ft of soil requirement before you even spend the money on soil testing.

As far as wind and snow changes go I was able to dig up some of our calculations from the 1992 project which would help in that analysis. The additional requirements are not that great and I don't think it would be an issue meeting the requirements for wind and snow. I would take a little time to determine the code load and compare it to what was used in 1992 but likely you could rationalize that. The Seismic issue is the main one.

I'll let you know if I get a timeline for potential soil testing.

Bill.

**FINK ROBERTS & PETRIE, INC.**



**STRUCTURAL ENGINEERS**

**William Horton, SE, RA**

**President**

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# City of Bloomington, IN

October 7, 2022

## Public Safety Facility Space Needs Assessment

**KAESTLE BOOS**  
 associates, inc

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

### Public

#### Lobby Area

Vestibule	13.2	0	1	80 sf	80 sf	
Lobby/Waiting	13.1	8	1	400 sf	400 sf	
Public Toilets	7.3	0	2	160 sf	320 sf	
Safe Room / Interview	6.6	2-3	1	100 sf	100 sf	
Background Check / interview (prints)	6.6	2	1	100 sf	100 sf	
<b>Public Lobby Area Total:</b>					<b>1000 sf</b>	

### 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	
<b>Command Total:</b>					<b>1795 sf</b>	

#### 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	
<b>Administration Total:</b>					<b>850 sf</b>	

#### 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	
<b>IT Support Total:</b>					<b>580 sf</b>	



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associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
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### Records/Data Processing

Public Information Counter	6.3	1	1	40 sf	40 sf	
Records Manager + Asst. Mgr	2.3	2	1	180 sf	180 sf	
Clerical Area (Data Input)	2.2	6 - 8	1	500 sf	500 sf	
Work Room	6.6	0	1	100 sf	100 sf	
Files (HD Sys)	6.9	0	1	200 sf	200 sf	
Department Supplies	6.2	0	1	25 sf	25 sf	

**Records/Data Processing Total: 1045 sf**

### Dispatch Center

Dispatch Manager	1.3	1	1	130 sf	130 sf	
Training Coordinator	1.2	1	1	120 sf	120 sf	
Communications Positions	4.2	4	1	700 sf	700 sf	
Main Desk	6.5	1	1	80 sf	80 sf	
Supervisor's Office						
Lockers	8.1	10	1	25 sf	25 sf	
Unisex Toilet	7.1	1	1	65 sf	65 sf	
Break Room/area	13.3	2	1	80 sf	80 sf	
Equipment Room	6.9	0	1	200 sf	200 sf	
E-911 Equipment Room	6.3	0	1	40 sf	40 sf	

**Communications Center Total: sf**

## Operations

### Uniform Division Administration

Patrol Lieutenant's Offices	1.4	1	3	150 sf	450 sf	
Patrol Sergeants' Shared Office	2.3	3	4	270 sf	1080 sf	
Library	6.5	0	1	80 sf	80 sf	
Div.Supplies Storage Room	6.2	0	1	25 sf	25 sf	

**Uniform Administration Total: 1635 sf**

### Patrol Operations

Roll Call (Squad) Room	3.1	30	1	600 sf	600 sf	
Mail+ Radio/Taser Storage/Checkout	6.2	0	1	25 sf	25 sf	
Report Preparation	3.4	10	1	350 sf	350 sf	

**Patrol Operations Total: 975 sf**



# City of Bloomington, IN

October 7, 2022

## Public Safety Facility Space Needs Assessment

**KAESTLE BOOS**  
associates, inc

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

### Operations Support

Sr. Social Worker	1.3	1	1	130 sf	130 sf	
Social Workers (1 works w/Disatch)	2.3	4	1	360 sf	360 sf	
Data Analysis (Transit?)	2.3	2	1	180 sf	180 sf	
Public Engagement / CALEA	1.3	1	1	130 sf	130 sf	
Armory	6.6	0	1	100 sf	100 sf	
Armorsers	2.1	2	1	120 sf	120 sf	
Weapons Cleaning (2 Stations)	6.5	0	1	80 sf	80 sf	

**Operations Support Total: 1100 sf**

### Detective Division

Det. Lieutenant's Office	1.4	1	1	150 sf	150 sf	
Det. Sergeant's Offices	1.3	1	3	130 sf	390 sf	
Detectives Work Space	2.3	8	1	720 sf	720 sf	
Clerical	1.1	1	1	100 sf	100 sf	
Interview Rooms	5.5	2	3	80 sf	240 sf	
SIU Sergeant's Office	1.3	1	1	130 sf	130 sf	
SIU Office	2.3	5	1	450 sf	450 sf	
Video Observation Room	6.4	0	1	60 sf	60 sf	
Equipment/Supplies Storage	6.3	0	1	40 sf	40 sf	

**Investigative Division Total: 2280 sf**

### Evidence & Detainee Processing

#### Detainee Processing

Temporary Holding	5.1	3	1	75 sf	75 sf	
Detainee Toilet/Shower (Decon)	7.2	0	1	70 sf	70 sf	
Interrogation Room	5.1	3	1	75 sf	75 sf	
Non-status Offender Holding Room	10.1	1	1	60 sf	60 sf	

**Prisoner Processing Total: 280 sf**



# City of Bloomington, IN

October 7, 2022

## Public Safety Facility Space Needs Assessment

**KAESTLE BOOS**  
associates, inc

Area/Room Title	Rm. Type	Occup's	No.of Rms	Rm. Area	Subtotal	Total
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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	
					<b>Storage Total:</b>	<b>350 sf</b>

#### 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	
					<b>Facility Maintenance Total:</b>	<b>430 sf</b>

#### 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	
					<b>Vertical Circulation Total:</b>	<b>1050 sf</b>

#### 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	
					<b>Building Services Total:</b>	<b>1230 sf</b>

#### Net to Gross Adjustment

Total Net Area					22,520 sf	
Net to Gross Adjustment (Net Area x 0.4)					9,100 sf	
<b>Gross Area Total:</b>					<b>31,620 sf</b>	

**EXHIBIT E**  
**BPD IN CFC SHOWERS:**  
**MAIN FLOOR**  
**PRELIMINARY LAYOUT**

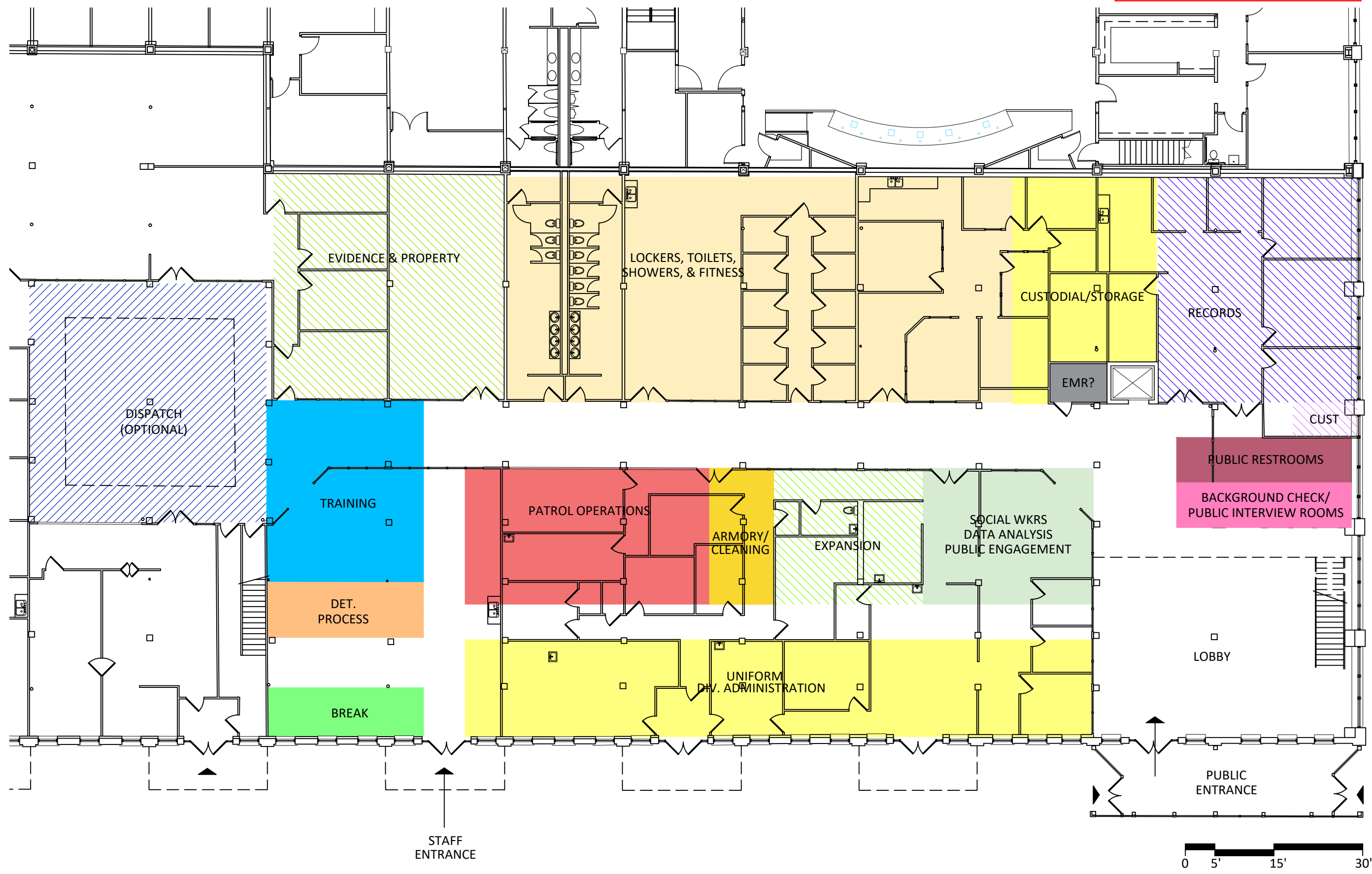
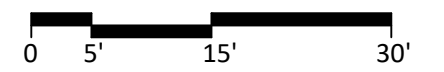
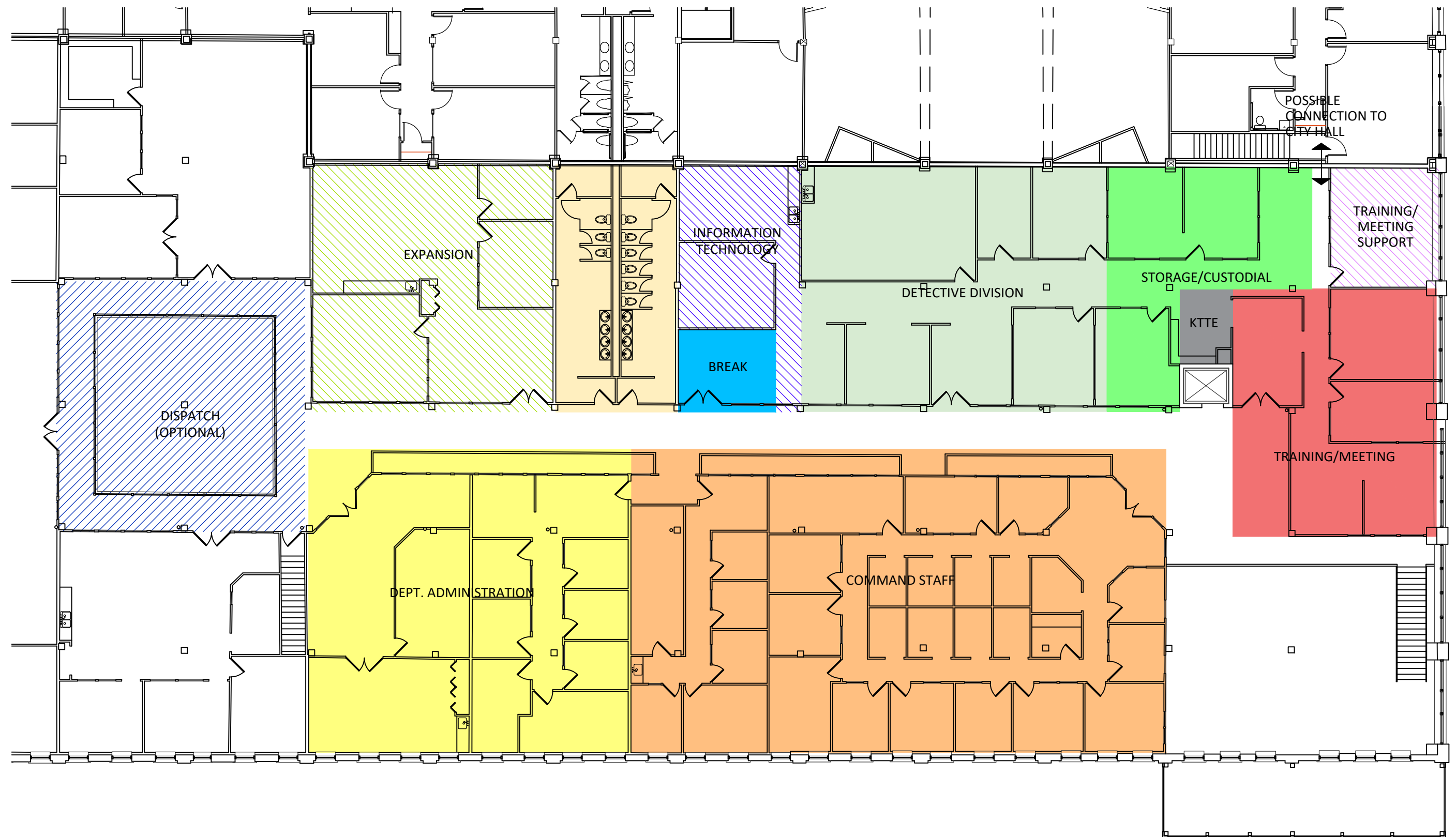




EXHIBIT E  
BPD IN CFC SHOWERS:  
UPPER FLOOR  
PRELIMINARY LAYOUT





# Bloomington Police Station

## Conceptual OPC

20-Oct-22

**KAESTLE BOOS**  
associates, inc

Description		Subtotal	Totals	Notes
<b><u>Sitework Costs:</u></b>				
Demo		\$25,000		
Abatement		\$0		
Site Development Main	Allow.	\$775,000		
			\$800,000	
<b><u>Renovation Costs:</u></b>				
* CF Showers Building	36,400 SF	\$12,012,000		
			<b>\$12,812,000</b>	
Design & Pricing Contingency	15%	\$1,922,000		
			<b>\$14,734,000</b>	
Escalation (to Q4 2023)	6.38%	\$940,000		
<b>Probable Construction Cost (Summer, 202x):</b>			<b>\$15,674,000</b>	
<b><u>Equipping Costs:</u></b>				
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		
<b>Probable Equipment Costs:</b>			<b>\$3,909,800</b>	
<b><u>Owner's Indirect Costs:</u></b>				
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		
<b>Probable Owner's Indirect Costs:</b>			<b>\$4,633,000</b>	
<b>Total Projected Project Cost:</b>			<b>\$24,216,800</b>	

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

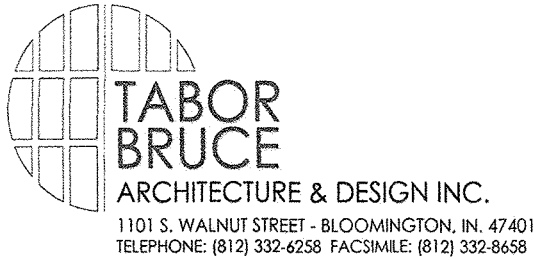
	POLICE	FIRE	
CFC Showers Building purchase + renovation for Public Safety	\$ 21,771,823	\$ 1,716,913	\$ 23,488,735
Public Safety Building: Addition & renovation to BPD	\$ 21,661,300	\$ 3,611,450	\$ 25,272,750
Public Safety Building: New construction (includes \$3mm est. for land purchase)	see total	see 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	12%
EQUIPMENT SUBTOTAL				\$ 1,540,000				\$ 85,000	2%
									7%
Bond Costs/Fees			\$	250,000			\$	50,000	
Fees (AE, Owner's Rep, etc)			\$	2,752,300			\$	447,950	
Furn, Fixtures, Equip			\$	800,000			\$	200,000	
Relocation			\$	50,000			\$	15,000	
Owner's Contingency			\$	1,619,000			\$	263,500	10%
FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL				\$ 5,471,300				\$ 976,450	27%
									25%
TOTAL without Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450	
TOTAL with Bldg/Site Purchase				\$ 21,661,300				\$ 3,611,450	
									@BPD
									\$ 25,272,750
									\$ 25,272,750

POLICE AND FIRE ADMIN FOR ALL NEW CONSTRUCTION					
	35,000	SF	Cost/SF		
Site Work Allowance			\$	1,000,000	
Parking Level	-	SF	\$400	\$	-
New Construction	35,000	SF	\$500	\$	17,500,000
Police - 2nd Flr Renovation - Light	-	SF	\$100	\$	-
Police - 2nd Flr Renovation Heavy	-	SF	\$250	\$	-
Police - Main Flr Renovation - Light	-	SF	\$100	\$	-
Police - Main Flr Renovation - Heavy	-	SF	\$250	\$	-
Fire - Main Flr Renovation - Light	-	SF	\$100	\$	-
Fire - Main Flr Renovation - Heavy	-	SF	\$250	\$	-
Connect to City Hall - 1st & 2nd Floor	-	SF	\$250	\$	-
Generator		sf		\$	800,000
Design Cont/Escalation				\$	750,000 4%
<b>CONSTRUCTION SUBTOTAL</b>				<b>\$</b>	<b>20,050,000 70%</b>
IT			\$	250,000	wiring is above
Security			\$	660,000	
AV			\$	500,000	
Antenna/Radio Comm			\$	-	
Escalation			\$	130,000	8%
<b>EQUIPMENT SUBTOTAL</b>				<b>\$</b>	<b>1,540,000 5%</b>
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%
<b>FEES, FURNITURE, RELOC, CONTINGENCY SUBTOTAL</b>				<b>\$</b>	<b>6,929,300 24%</b>
<b>TOTAL without Bldg/Site Purchase</b>				<b>\$</b>	<b>28,519,300</b>
<b>TOTAL with Bldg/Site Purchase</b>			\$	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 8<sup>th</sup> Street.

Dear JD:

I have attached our evaluation of 320 West 8<sup>th</sup> 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 8<sup>th</sup> 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 15<sup>th</sup> and 16<sup>th</sup> of 2022.



## **INDIANA BUILDING CODES**

The Structure falls under the jurisdiction of the current 2018 Indiana Building Code. This is a combination of the 2012 International Building Code adopted and modified with Indiana Amendments.

The two-story building is comprised of exterior brick masonry unit bearing walls with a post and beam framing system. The entire existing structure measures approximately 192,000 square feet and was constructed in 1910 and renovated into office use in 1990.

## **RULES FOR EXISTING BUILDINGS**

Existing buildings that were constructed in accordance with the rules of that time of existence are permitted to have their existence continued without having to be altered to comply with current rules. There are two exceptions to this:

1. The use of the building is changed which causes the building to be classified into a different occupancy group or a different division within the same occupancy group.
2. New work or alterations to the existing building must comply with the provisions of the current code. Portions of the structure not altered and not affected by the alternations are not required to comply with the code requirements for a new structure.

The Structure has been renovated under the 1988 Indiana Building code and underwent a change in use from factory to office. Code regulations only require any building alterations or change in use, to meet current code requirements.

## **OCCUPANCY and CONSTRUCTION TYPE**

The Structure is classified as a Type M and B Occupancy use. The second floor is currently only a B use.

The building is a Type III-B Construction. This indicates that all exterior walls are created of a noncombustible material while interior building materials may be of combustible materials. The building may rise to four stories in height total, 55 feet maximum. The 'III-B' classification signifies that the building is a non-rated building with no required, rated fire protected structural members, however the structure appears to have a NFPA sprinkler system throughout.

## **OCCUPANT LOAD**

B, Business occupancy allows for a minimum floor area per occupant of 100 square feet. Total occupant loads are outside of this evaluation, however, the required number of exits and stairs for each floor were met for the current uses and required egress.

## **DRINKING FOUNTAIN**

Current building codes stipulates that there should be one drinking fountain for this use and one is provided.

**MEANS OF EGRESS (Exiting from spaces)**

One exit is required from individual rooms or spaces containing less than 50 persons in an Assembly Occupancy. For spaces over 50 persons (750 square feet), two exits are required.

**EXIT TRAVEL DISTANCE**

Exit access travel distance for business (B) or retail (M) occupancy allows a maximum of 300 linear feet from occupied space to the exterior in a building without a sprinkler system (1016.2). A minimum of two independent exits from occupied spaces to exterior are required in a building with occupancy under 500 persons (1015). These seemed to all be met in the current floor plan layout.

**MAJOR ALTERATIONS or REMODELLING**

The Indiana General Administrative Rules allows for the use of Chapter 3410 Code Review in an existing building to review if the building can be renovated and not need to meet all of the conditions for the current building codes. It is a scoring system that provides positive points for life safety items to exceed points deducted for deficiencies.

The potential exists that we could use the Chapter 3410 matrix on any renovations to the existing structure which may not require a major renovation to that portion to meet the new building codes. This would be required to place a high risk occupancy such as police headquarters or fire department headquarters within the building. These high risk uses are discussed in Table 1604.5, Risk Category. Seismic requirements would require substantial upgrades, or the entire structure would need to be evaluated per Chapter 3410.

**ACCESSIBILITY**

Chapter 11 of the Indiana Building Code prescribes standards and accommodations that must be followed to provide access to public and commercial buildings by disabled persons. These standards require that reasonable accommodations be made to allow a person to obtain access to the main level of a building. Any specific feature or experience within the building must be provided on that floor.

The basic premise of Chapter 11 requirements is to provide an accessible route to the building and to public use spaces within the building. The code is compatible with American's with Disabilities (ADA). Guidelines. In regard the Structure, it does fulfill the requirements for accessibility. There are designated handicapped parking spaces. The west entry enters the first floor of the building at grade. There is an existing elevator for second level access. This permits acceptable clearances for a person in a wheelchair access these spaces.

Restrooms in the building seem to meet ADA / Chapter 11 requirements. There is however, no signage indicating an accessible route.

## **INTERIOR REVIEW**

### **FIRST FLOOR**

No issues evident-all mechanical units reviewed.

Common toilet rooms/corridor-No issues found-plumbing was in working order.

### **SECOND FLOOR**

No issues evident-all mechanical units reviewed.

Common toilet rooms/corridor-No issues found-plumbing was in working order.

### **ELEVATOR**

A detailed inspection was not performed-the elevator was used and found to be in operating order. The elevator equipment room was entered and no leaks were evident.

### **ROOF CONDITION**

Firestone membrane roof-no evidence of issues present in flashings/gutters. Roof was not inspected as we had no access, however, the roof installer was contacted and the roof is only a few years old and has a transferrable warranty.

### **EXTERIOR**

The exterior appearance of the building had no visible issues. Some tuckpointing has recently taken place. No evidence of window issues or skylight issues was readily apparent, and they all seemed in working order.

**HEATING/COOLING/ELECTRICAL/PLUMBING and CONDITION ASSESSMENT/ANALYSIS**  
See the attached exhibit of those systems.

September 2, 2022

**Mechanical, Electrical, and Plumbing Systems**  
**ANALYSIS OF EXISTING CONDITIONS**  
for the  
**Showers Building (CFC)**  
122 W. Walnut St.  
Bloomington, Indiana

prepared by

**THE ENGINEERING COLLABORATIVE**  
2410 Executive Drive, Suite 100  
Indianapolis, Indiana 46241  
317.636.3941

## Introduction

This report will include the following sections:

- I. Physical Description
- II. Condition Assessment
- III. Code Review
- IV. Recommendations: Immediate, Mid-term, and Long-term
- V. Summary

## I Physical Description

All systems have been visually reviewed in the field. In general, there are existing and functional electrical (power, lighting, and telephone) systems throughout the building, functional plumbing including domestic hot water, and functional heating and cooling throughout (with mechanical ventilation). There are active natural gas, domestic water, fire protection water, telephone, and power utility services,

### Site Utilities

#### **POWER**

The building has an underground 2,500 amps at 277/480 v., 3 ph. power service, fed from a Duke Energy pad-mount transformer.

#### **WATER**

The meter is in the northwest corner of the mechanical room and it appears to be a 2" service line. There is no visible Reduced Pressure Zone Backflow Preventer (RPZBP).

#### **SANITARY SEWER**

The sanitary sewer was not visible on site, but it is shown on the 1994 drawings to exit to the south.

#### **COMMUNICATIONS**

There is a conventional telephone service.

#### **NATURAL GAS**

There is no natural gas service.

## I Physical Description *(continued)*

### Building Systems

#### **MECHANICAL – Heating, Ventilating, and Air-conditioning**

The building has a closed-loop water-source heat pump system with two (2) electric boilers for supplemental heating and a cooling tower for excess heat rejection. The latter was replaced last year. Most of the individual heat pumps have been replaced but a few original units remain.

#### **ELECTRICAL**

The 2,500 a. 277/280 v., 3 ph. service should be more than adequate for the building and the equipment is in very good condition, in the Main Distribution Panel (MDP), the dry-type transformer to 120/208 v., 3 ph., the 120/208 v. MDP, and all branch circuit panels boards.

Interior wiring appears to have been completely updated in the 1994 renovation and it appears to be in very good condition.

Lighting appears to date to the 1994 renovation. Some re-lamping with LED lamps has been done but most of the lighting uses the original lamping.

#### **PLUMBING**

All of the piping and fixtures appear to date to the 1994 renovation and they appear to be in good condition. The water heater in the mechanical room appears to be relatively new and it is in good condition. Lavatory faucets have been replaced with automatic units. There is an issue with floor-drying and associated sewer gas in some of the restrooms.

#### **FIRE PROTECTION**

The building is fully sprinklered and there is an addressable fire alarm system.

## **II Condition Assessment**

Most of the equipment is in good to excellent condition and there should be no major issues in the short- or mid-term future. More than 10 years out, more equipment is likely to require replacement.

Power: the equipment appears to be in good condition and should be useable for a few more decades.

Lighting: the lighting is antiquated and re-lamping with LED sources or full fixture replacement should be done as soon as it is affordable.. Energy rebates may be available to reduce the cost of this work.

Plumbing: the plumbing appears to be functional and in good condition.

## **III Code Review**

Even though all existing mechanical, electrical, and plumbing systems may have been in compliance with design and construction standards at the time of construction and newer work may have been in nominal compliance with Indiana Codes in the past, all new work undertaken in the facility in the future must be in full compliance with all current applicable rules, except the 2010 Indiana Energy Code. Due to its age, the building is entirely exempt from all requirements of the 2010 Indiana Energy Code.

A relatively minor code issue is that additional fire alarm visual notification devices will probably be need if areas are renovated because current rules require such devices in most spaces (anywhere there could be two or more occupants plus others).



## **IV Recommendations: Immediate, Mid-term, and Long-term**

IMMEDIATE (as soon as feasible)  
No items

MID-TERM (1-5 years)  
E1.1 Replace all lighting.

LONG-TERM (greater than 5 years)  
H1.1 Replace some heat pumps.

## **V Summary**

Overall, the systems in building are in very good condition and little work will be needed in the near future..

Submitted by

**THE ENGINEERING COLLABORATIVE**



Samuel L. Hurt, P.E., R.A., R.I.D.  
LC, LEED® AP, HFDP  
Principal

**STRUCTURAL EVALUATION**

See the attached exhibit for the structural evaluation.



**L.N.J. ENGINEERING, LLC**

P.O. Box 1365 • Columbus, IN 47202  
812.372.3732 • www.engineeringLJ.com

August 19, 2022

Tabor Bruce Architecture  
1101 S. Walnut St  
Bloomington, IN 47401

RE: CFC Tenant Space (Showers Building); 401 N Morton, Bloomington, IN

I visited the above building space on August 16, 2022, to walk through and around the tenant space providing a visual assessment of the building structure for use as a police and fire department.

This use classifies the structure as a risk category IV per ASCE-7 (2014 Indiana Building Code). This classification requires the increase in design loads and forces to maintain the safety and continued use of the facility. The importance factors for a category IV structure increases the current design loadings for snow by 20%, ice thickness 25% and earthquake (seismic) by 50%. In addition, there are overstrength factors and deflection amplification factors that affect connections and material uses.

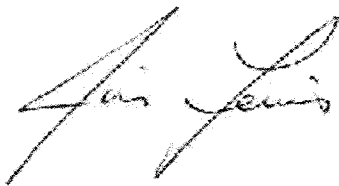
Based upon the above requirements, my opinions and observations are as follows:

- The building was built in 1910 and had some remodeling done in 1994.
- South exterior wall: a few limestone window sills should have their horizontal deteriorations cement filled to prevent further infiltration and deterioration.
- West exterior wall: there are a few, hit and miss, locations that should have some brick tuck pointing done for long term integrity.
- The exterior walls are two wythe brick. These walls are not reinforced, they have aged mortar and, in most locations, are load bearing. Therefore, it is my opinion that these walls would not meet the required design loadings for the proposed use.
- The interior framing is considered heavy timber post and beam with load bearing exterior walls. These timber connections were built with mainly vertical loading requirements and will not meet the required seismic provisions without significant upfit.
- The interior main support beams are supported by and bolted to the exterior walls. These connections will not satisfy the connection requirements of the applicable codes and will, therefore, require significant upgrade and retrofit.
- On the second floor, above the hallway, there were noticed three horizontal beams that have a horizontal split (or check) almost extending the full length of the beam. These should be addressed by either adding reinforcement or injecting an adhesive bonding agent to maintain the integrity of the wood member. It is estimated that these costs could range from \$5000 to \$8000.
- The saw-tooth roof system with its wood truss supports will not meet the required seismic provision due to their compression web members being only compression-fit

connections. These trusses would have to be upfit with mechanical connections to hold all members to the top and bottom chords.

Overall, the building appears to be in good structural condition, especially considering the '94 remodel. However, it is my opinion, that without significant structural upfit, this building will not meet the proposed requirements. Also, these structural modifications will require a large amount of interior finishes to be removed and redone to allow for the structural work to be done.

Sincerely,

A handwritten signature in cursive script that reads "Jim Lewis". The signature is written in black ink and is positioned below the word "Sincerely,".

Jim Lewis, S.E., P.E.



# Bloomington Fire Department Station 1: Redesign Due Dilligence



CHIEF JASON MOORE  
300 EAST 4TH STREET  
BLOOMINGTON, IN 47408  
MOORJA@BLOOMINGTON.IN.GOV  
31 OCTOBER 2022





## REPORT AUTHOR'S

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Phone: 260-422-7994

MARTINRILEY architects-engineers

### NOAH P. DONICA

Project Manager

Email: [ndonica@martin-riley.com](mailto:ndonica@martin-riley.com)

Phone: 260-422-7994

MARTINRILEY architects-engineers

## INITIAL INFORMATION

MartinRiley was contacted after a series of investigations beginning in 2019 for due diligence regarding Bloomington Fire Department Stations 1-5. The focus of the following due diligence study is to focus on the reuse of Fire Station 1, which originally served as the headquarters for Bloomington Fire Department.

The study of Station 1 originally began in 2021 and laid out revisions to the existing structure with a focus on laying out individual bunkrooms/bathing facilities, and updating the kitchen/living areas. Since this original due diligence was completed, flooding and damage to the building resulted in the relocation of the building's program to a temporary facility. Additionally, the culverted portion of a local waterway (Jordan River), was updated. This culvert runs diagonally through the building's site and results in the "stepped" plan of the building. With the recent improvements to the adjacent culvert and flood damage necessitating extensive repairs to the original structure, MartinRiley was asked to revisit the original study focusing on a new set of parameters.

### Major program and scope changes in this portion of the work include:

- Removal of the Administrative Headquarters program of the building (to be located off site in another facility)
- Focus in removing all program from the basement level (specifically mechanical/electrical)
- Full mold remediation of the two story portion of the building
- Investigate the elimination of the sanitary sewer lift station in favor of a gravity system.
- Relocation of generator to avoid exhaust entering building
- Parking lot repaved with concrete in lieu of asphalt
- The exploration of additional square footage added to the building

## EXECUTIVE SUMMARY:

The study began with an investigation into the work performed by the city utilities on the updates to the Jordan River Culvert. In an exhibit attached to this document titled “City of Bloomington Jordan River Storm Culvert Reconstruction [...]” the extents of the culvert construction updates are seen in relation to the existing site. These drawings were provided by the City of Bloomington Utilities department. Additionally provided, is the document survey of Parcel 11 noting the easement of this new utility. Both documents were used in conjunction with the previous study’s 3D scan of the building to create a schematic plan of the building site extents.

The study continued with a further examination of the city zoning requirements for greenspace, setbacks, parking etc..

**Site Zoning:** MD-UV

**Landscaped Area:** 15% at grade and not covered by a building or hardscape must be retained as planted or vegetated area. A reduction of 5% is allowed with the installation of Public Art. There is a public art installation already present on site.

- -Site Acreage  $0.4 = 17,424\text{SF} * 10\% = 1,742.4\text{SF}$  greenspace required

**Parking:** MD districts do not have a limit for Police, Fire or Rescue Stations per table 4-10 (pg148 of Zoning ordinance)

**Setbacks:** Existing structure conforms.

**Build-to Range:** 0-15 ft

**Building Façade at build-to Percentage:** 70%

**Side/Rear yard:** None

**Primary structure height (max):** 3 stories not to exceed 40ft

Following the initial due diligence research, MartinRiley developed and evaluated various design concepts for this study. These are documented as an attachment at the conclusion of this study. The three schemes presented at this preliminary meeting were focused on 1) the original footprint with the exclusion of the administrative program. 2) a small addition (in compliance with the city required ordinance) growing the building to the East. 3) A selective demolition of the 2-story portion of the building and replacement with a new

3-story portion in a similar footprint as the original structure.

The third option (focused on demolition and new construction of a 3-story addition) yielded a significant additional usable square footage. The original structure had a usable square footage of 2,350 SF (not including the lower level as this was off limits for renovation). The newly proposed structure would be an addition of approximately 4,710 SF. This would result in an additional 2,360 SF.

The final resulting study focused on the creation of preliminary schematic plans for this addition, as well as, the rearranging of spaces within the existing building remodel. The results of this study are provided as an attachment to this document. Ultimately, this addition solves key issues related to the station.

1. It allows for additional usable square footage on a compact site
2. It removes the “problem” portion of the building (i.e. mold remediation, consistently flooding basement, etc...)
3. It allows for the station to operate closer to modern safety standards for fire departments. Including an “airlock” separation space between the apparatus bay and the living/working quarters of the building
4. It separates program areas that are difficult to isolate acoustically (living space and sleeping/study space)
5. Gear lockers are centralized and no longer split between north/south of building.
6. Current semi-residential style Mechanical systems can be eliminated and updated with a proposed commercial style system. Roof Top Units and partially zoned systems for the new sleeping and living quarters.
7. Full remodel allows for the complete addition of a commercial fire sprinkler system

Improvements to the culverted Jordan River are noted to have greatly improved the flooding hazard on site; however, at the time of this study, the station is reported to have approximately one foot of residual water from previous flooding in the basement. It is with this information, along with the list above, that the early schematic drawings were sent to The Hagerman Group, a general contractor engaged as a consultant by MartinRiley, to assist in providing an Opinion of Probable Cost. This document is included at the end of this



report as an attachment.

The schemes as presented in the attachment show a conservative spatial configuration that does encroach the 10 feet easement for the culvert. Discussions with the City Utilities department have suggested a path to a reduction in easement to 5 feet. The current layout has a generous greenspace allotment and is not expected to exceed the zoning requirements even with the addition of space allotted by the reduction of the easement if pursued.

A final portion of the early schematic design and due diligence resulted in a series of conceptual sketch renderings of what the addition to Station 1 might look like. These are listed in the attachments at the conclusion of this document.

Additionally, throughout the studies, MartinRiley evaluated the conditions of the plumbing civil connection and determined that it is likely that an updated renovation and elimination of the lower level can allow a fully gravity fed system on site.

**PROJECT OPINION OF PROBABLE COST BUDGET:**

<b>Total Hard Cost</b> .....	<b>\$5,396,502</b>
<b>Sub-Total (Construction)</b> .....	\$4,327,466
<b>Escalation</b> .....	\$259,648 -- 6% (6 months)
<b>Design and Estimating Contingency</b> .....	\$550,454 -- 12%
<b>Contractor Fee</b> .....	\$205,503 -- 4%
<b>Contractor Performance and Payment Bond</b> .....	\$53,431 -- 1%
<b>Project Construction Contingency</b> .....	<b>\$269,825 -- 5% of hard costs</b>
<b>Soft Costs (Total)</b> .....	<b>\$723,469</b>
<b>A/E</b> .....	\$509,969 -- Architect/Engineering fees
<b>FFE</b> .....	\$200,000 --Furniture, Fixtures, Equipment
<b>Permit</b> .....	\$1,500 -- State/Local fees
<b>Misc Test/Other</b> .....	\$12,000 -- Soils, Survey, etc...

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**TOTAL PROJECT BUDGET** **\$6,389,796**

\*Note: Values from Hard Costs are further broken out in the attached OPC in attachment #5.

\*\*Note: See attachment #5 for additional Add alternate of \$83,387 for concrete proposal on 4th St.



## CONSIDERATIONS AND ADDITIONAL NOTES:

**Further investigation regarding the addition of a mezzanine atop the gear storage.** Located in the south-west corner of the first floor, the appropriate use of this area in relation to the gear storage space below will be further explored during a schematic design phase of a renovation to Station 1. Further investigation might yield a use of this space as mechanical or additional storage due to height limitations in the space.

### **Reinstatement of the Fire Pole.**

Additional consideration will be required during the schematic design phase of the project in order to determine the best use for the existing fire pole. Notes regarding the pole are listed below.

- NFPA 1500 10.1.8\* states, "Stations utilizing poles to provide rapid access to lower floors shall ensure that the area around the pole is secured by a means of a cover, enclosure, or other means to prevent someone from accidentally falling through the pole hole."
- Recommendations for retaining the pole, if desired, entail an ability to provide a "clear space" around the point of exit from the pole as well as an air tight access door from the living quarters to the pole itself. Additionally it is recommended to follow the guidelines set by U.S. Fire Administration, "Safety and Health Consideration for the Design of Fire and Emergency Medical Services Stations," published in May 2018.

## ATTACHMENTS:

1. City of Bloomington Jordan River Storm Culvert Reconstruction [...]
2. Site Survey of Easement
3. October 6, 2022 Meeting Presentation (3 scheme investigation)
4. Early Schematic drawings of Addition
5. Opinion of Probable Cost prepared by The Hagerman Group (based upon Early Schematic Plans and previous 2021 study)
6. Concept Sketches of Station 1 Addition

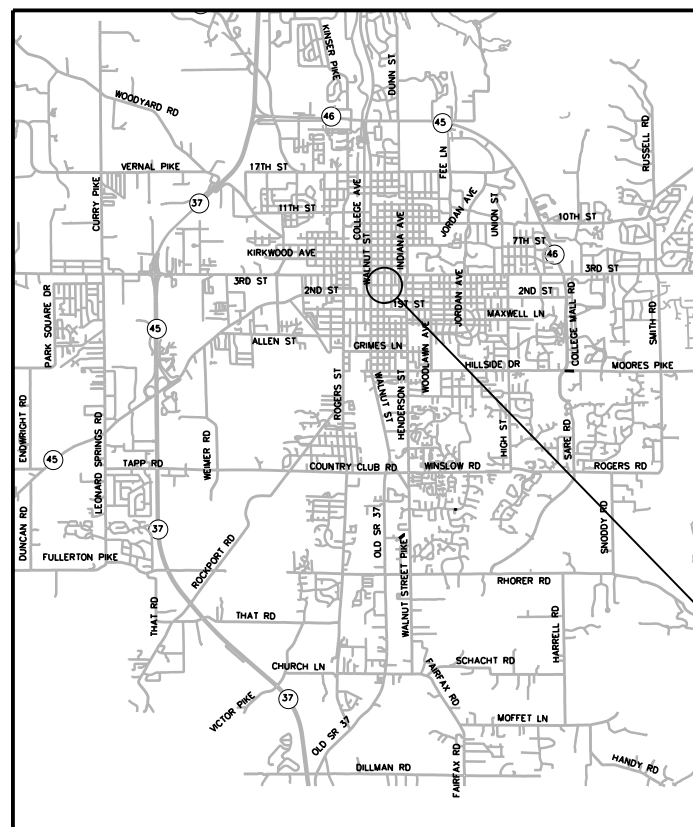


## **ATTACHMENT 1:**

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

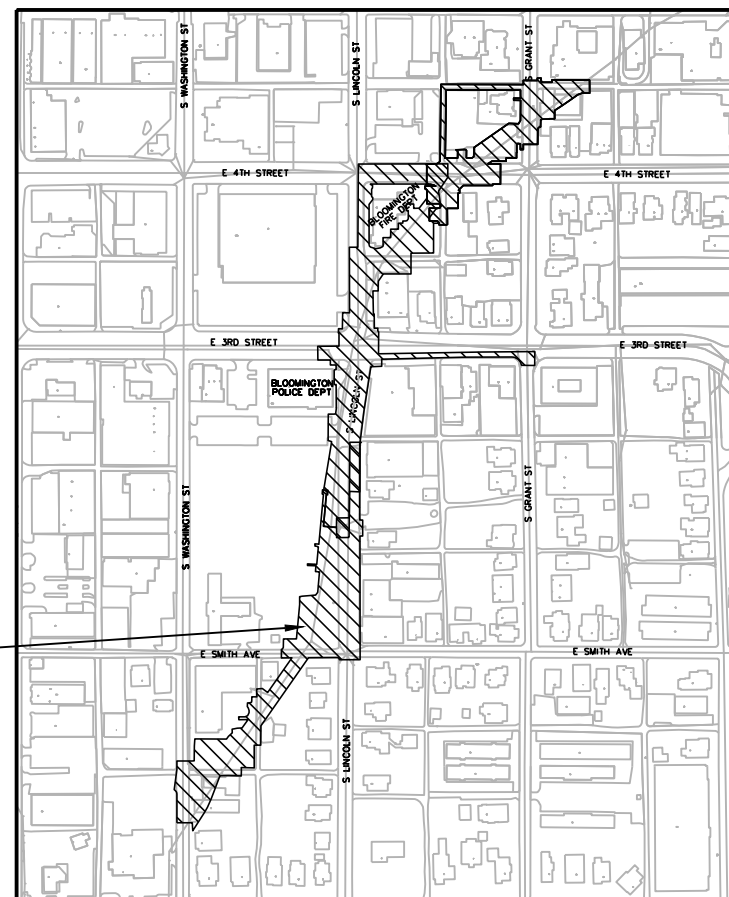
# CITY OF BLOOMINGTON JORDAN RIVER STORM CULVERT RECONSTRUCTION 113 SOUTH GRANT TO 423 SOUTH WASHINGTON

CITY OF BLOOMINGTON, INDIANA  
OCTOBER 2020



PROJECT LOCATION MAP

SCALE N.T.S.



PROJECT SITE MAP

SCALE: N.T.S.

DRAWING NO.	SHEET NO.	TITLE
-	1	TITLE SHEET
G1-1 TO G2-1	2-3	CIVIL LEGEND / GENERAL NOTES
E1-1 TO E1-2	4-5	EASEMENT AND PROPERTY USE PLAN
L1-1 TO L1-2	6-7	CULVERT LAYOUT AND GEOMETRICS
AL1-1 TO AL1-2	8-9	SITE LAYOUT AND GEOMETRICS
EC-1 TO EC-6	10-15	EROSION CONTROL
CK-1 TO CK-2	16-17	SHEET LAYOUT OVERVIEW
CRU-1 TO CRU-7	18-24	BURIED UTILITY REMOVAL PLANS
CRS-1 TO CRS-7	25-31	SURFACE REMOVAL PLANS
CU-1 TO CU-10	32-41	PLAN AND PROFILE: PROPOSED SANITARY SEWER AND FORCEMAIN
CP-1 TO CP-8	41-49	PLAN AND PROFILE: PROPOSED CULVERT, STORM SEWER, & WATER
SR-1 TO SR-7	50-56	SURFACE RESTORATION PLANS
PM-1 TO PM-7	57-63	PAVEMENT MARKING AND SIGNAGE PLANS
CD-1 TO CD-4	64-67	CURB RAMP DETAILS
TS-1	68	TRAFFIC SIGNAL PLAN
M-1 TO M-5	69-73	MISCELLANEOUS DETAILS
MTRAF-1 TO MTRAF-12	74-85	MAINTENANCE OF TRAFFIC PLANS
S-1 TO S-13	86-99	CULVERT STRUCTURE AND OTHER STRUCTURAL DETAILS
CS-1 TO CS-35	100-134	CROSS SECTIONS

CERTIFIED: PAUL N. ELLING, P.E.

DATE: 10-1-2020



PREPARED BY

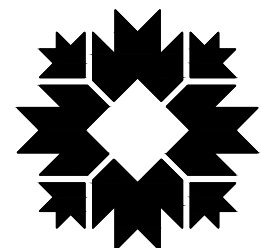


101 WEST OHIO STREET, SUITE 820  
INDIANAPOLIS, INDIANA 46204

TELEPHONE.....(317) 267-8200

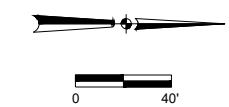
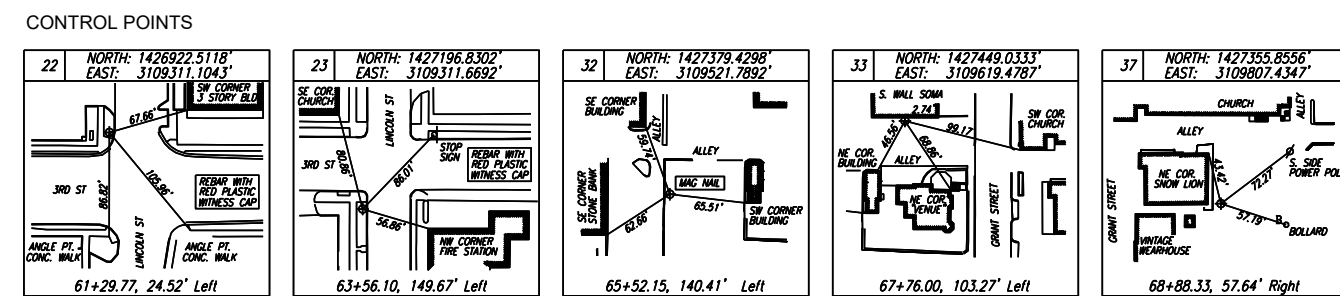
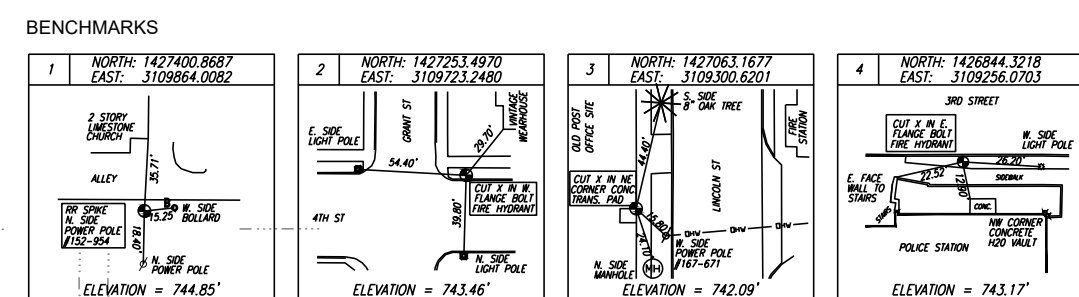
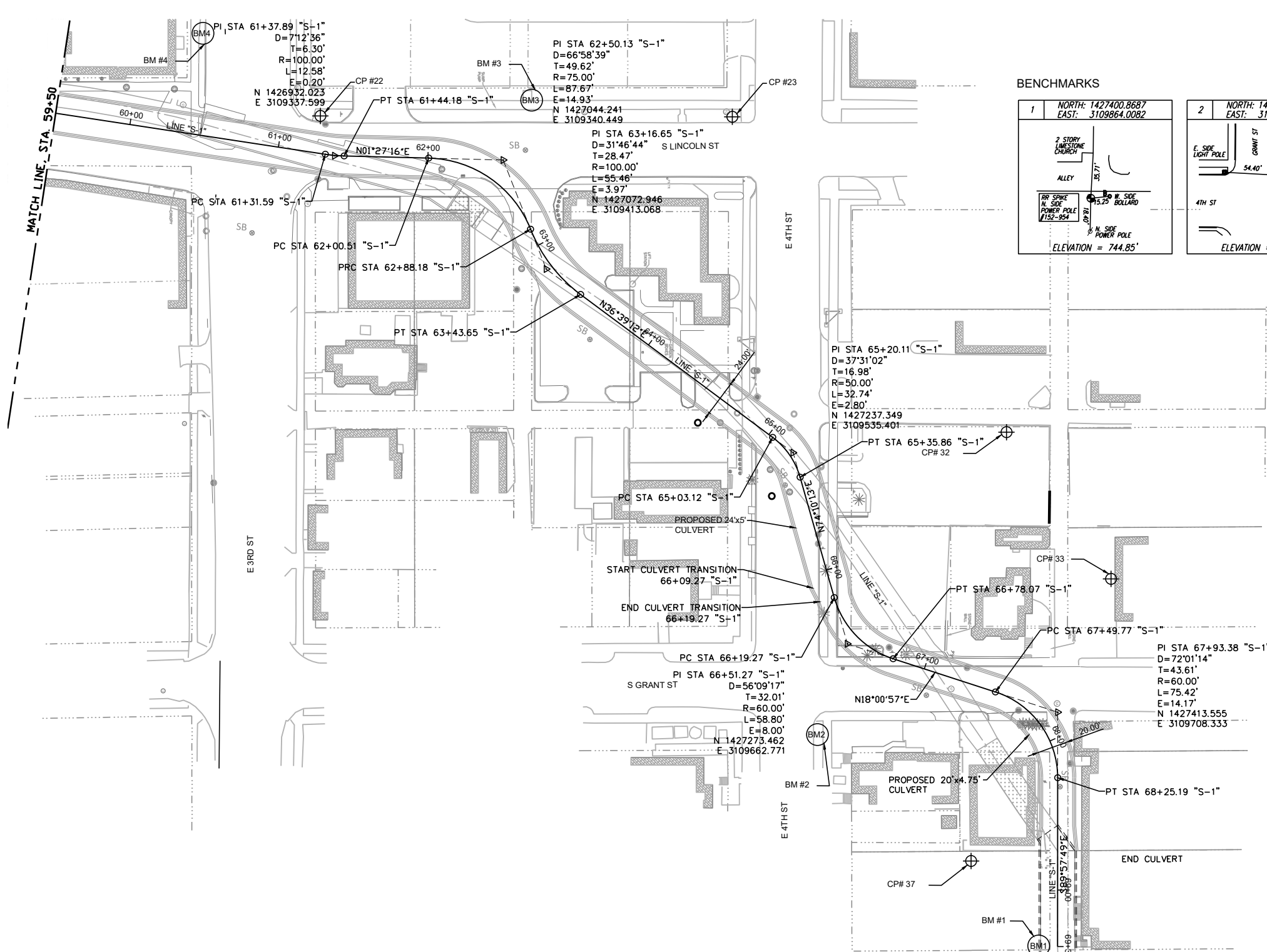
FAX.....(317) 267-8201

PROJECT NO.....12594



PREPARED FOR

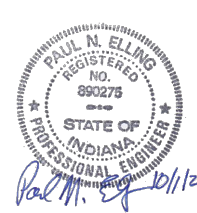
**CITY OF BLOOMINGTON**  
UTILITIES - STORM / SANITARY / WATER IMPROVEMENTS



Revision Number	Revision Description	Checked By	Date
00			

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

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



**DONOHUE**  
 Sheet No. 007  
 Drawing No.

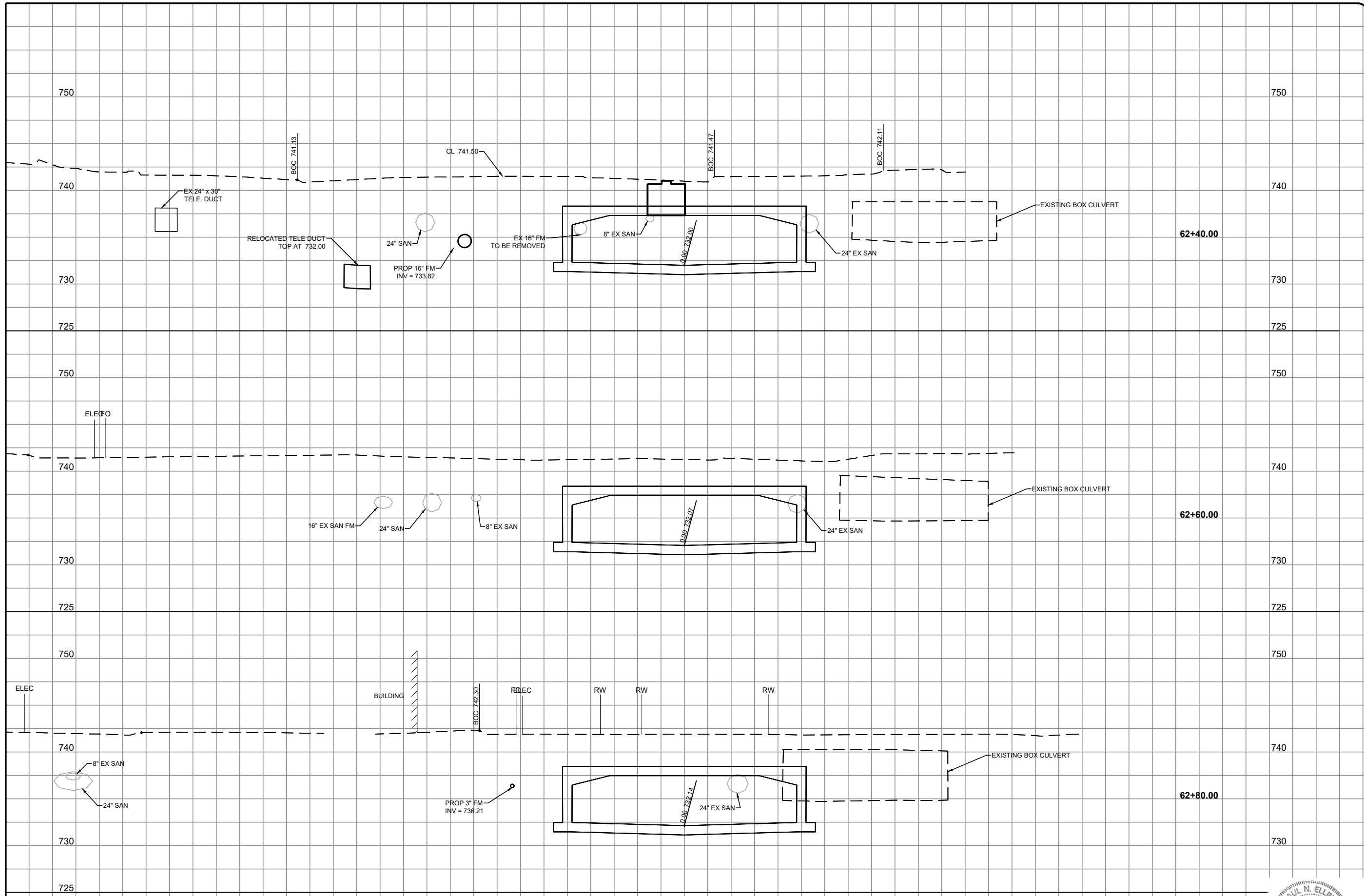






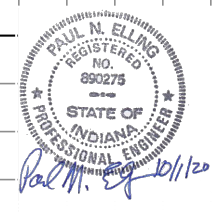






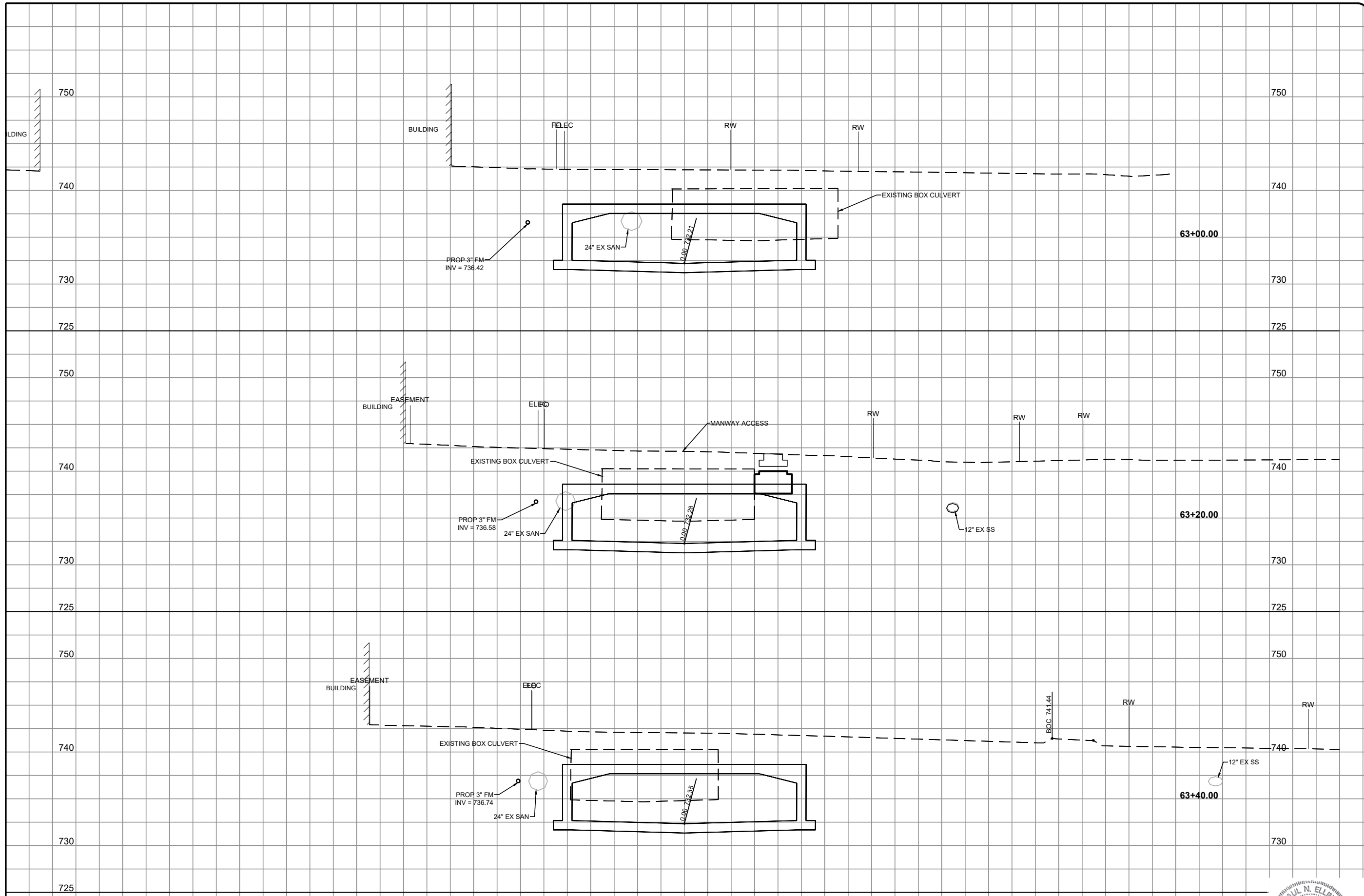
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Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

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



**DONOHUE**

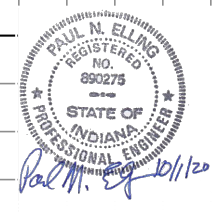
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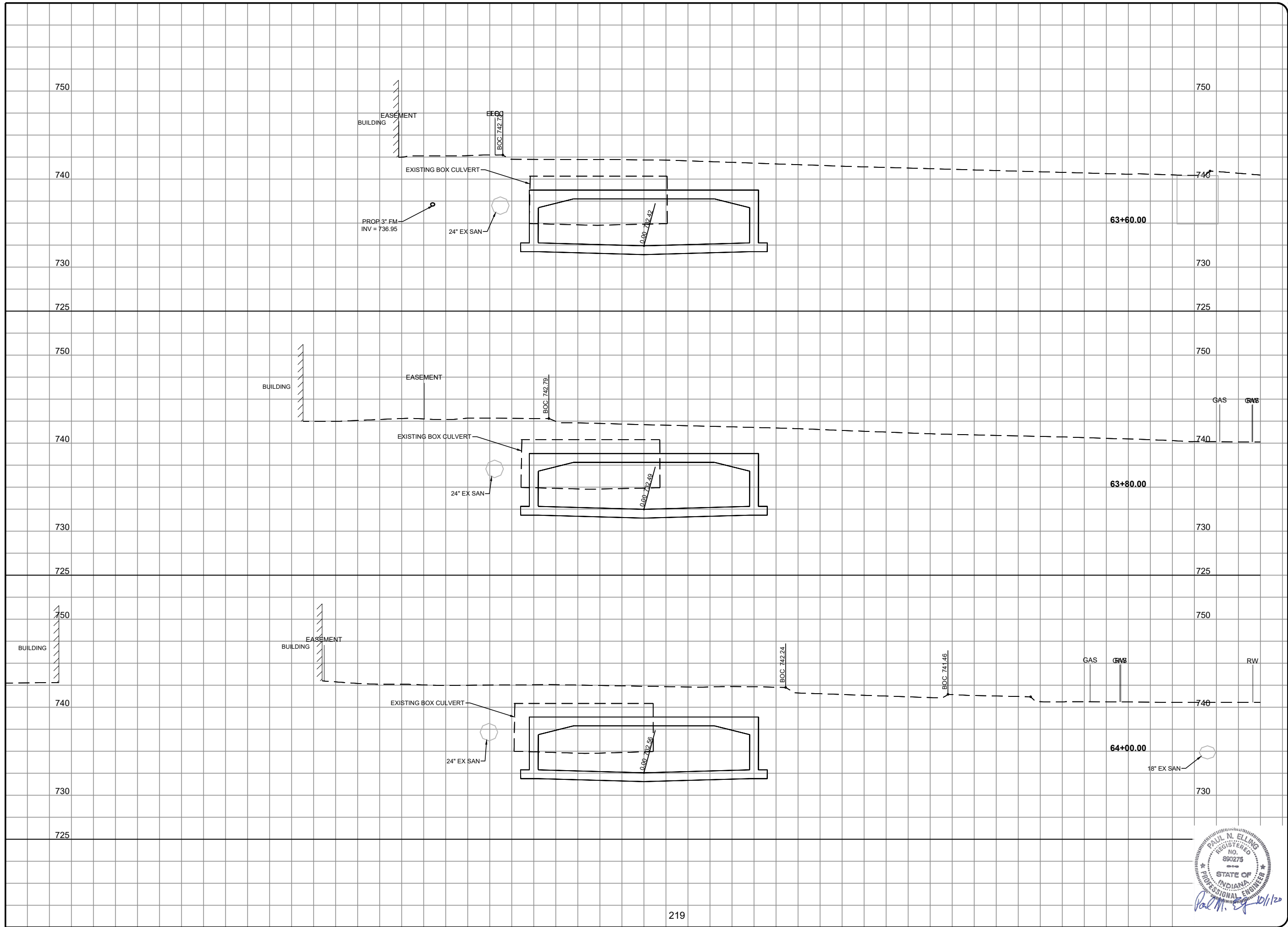
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

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



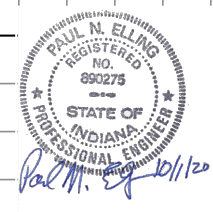
**DONOHUE**

Sheet No. 123  
 Drawing No. CS-24



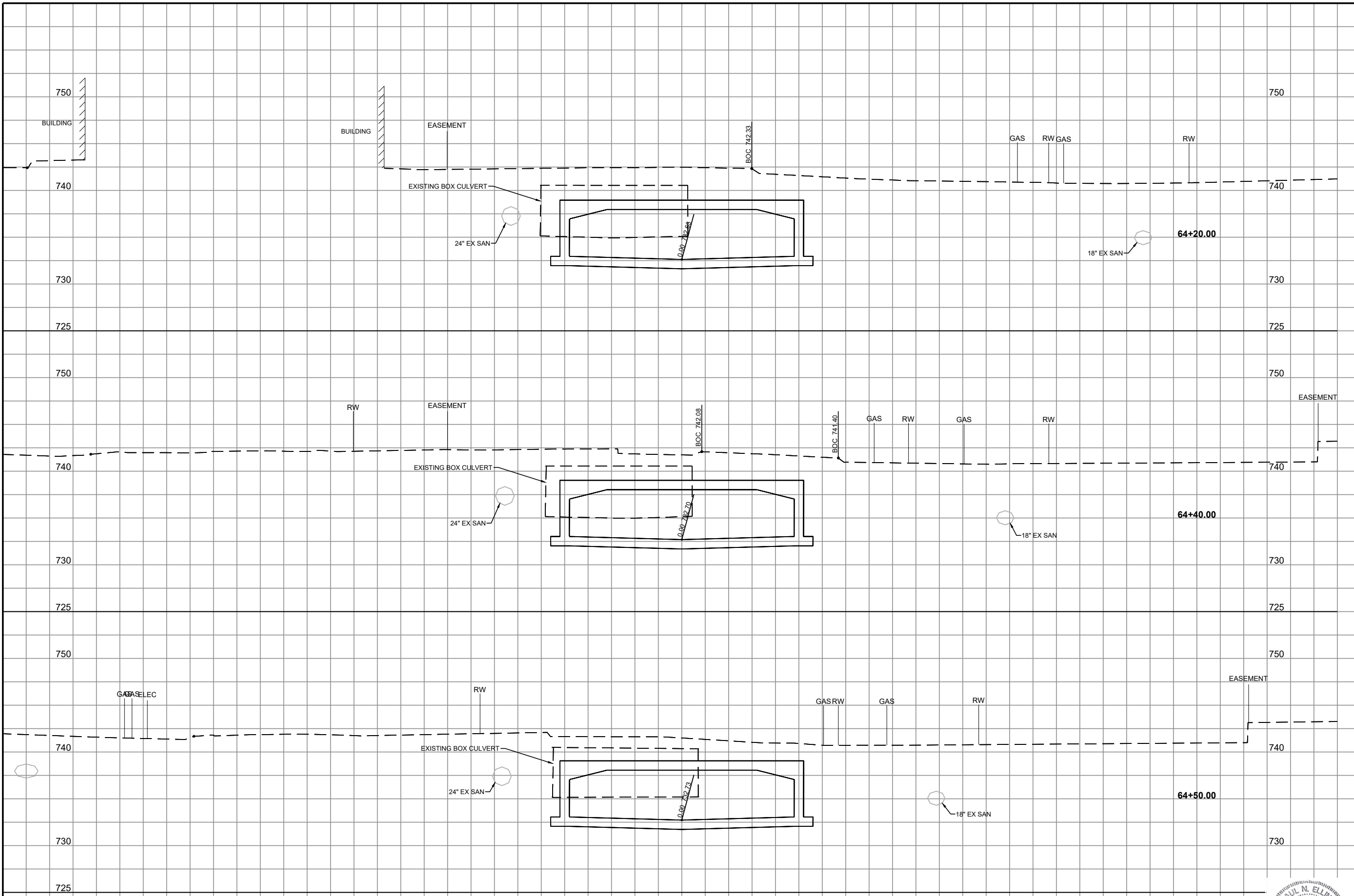
Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002CB_XS BASE-2
Project No.	12594
Project Date	10/01/20

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



**DONOHUE**

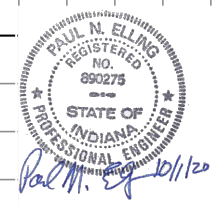
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Revision Number	Revision Description	Drawn By	Checked By	Date

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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. 125  
Drawing No. CS-26





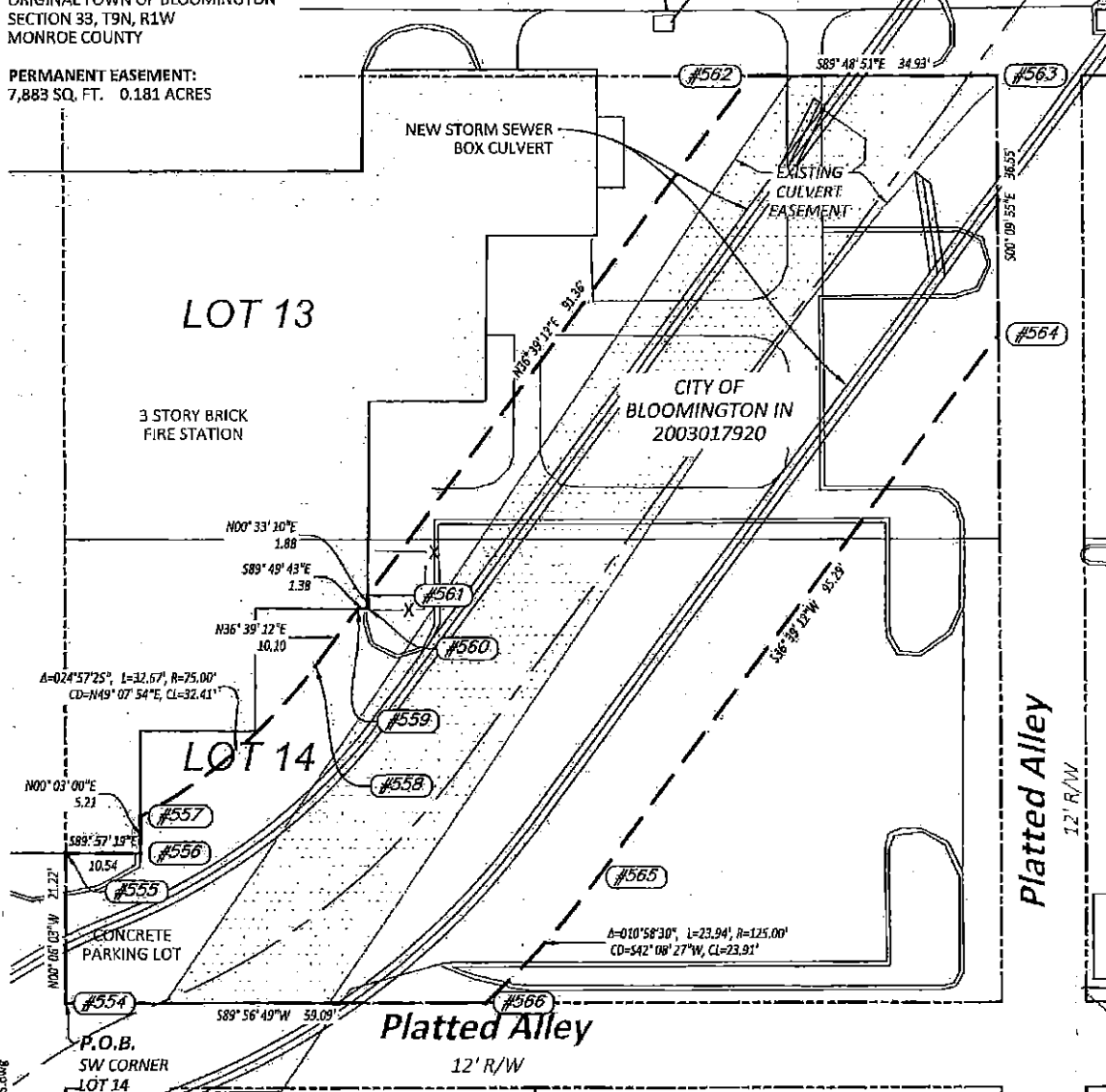
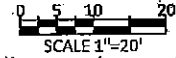
# ATTACHMENT 2:

## Site Survey of Easement

JOB# 8087

PARCEL 11: LOT 13 AND 14  
 ORIGINAL TOWN OF BLOOMINGTON  
 SECTION 33, T9N, R1W  
 MONROE COUNTY

PERMANENT EASEMENT:  
 7,883 SQ. FT. 0.181 ACRES



S:\0451\B003-8100\8087\_JORDAN RIVER SURVEY\Draw\2019 EASEMENTS\EASEMENT EXHIBITS-RI EDITS.dwg

**SURVEYOR'S STATEMENT**  
 To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (Incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

EASEMENT CORNERS		
Point #	Northing	Easting
554	1427063.0766	3109374.9834
555	1427084.2942	3109374.9461
556	1427084.2860	3109385.4900
557	1427089.4997	3109385.4945
558	142710.7068	3109410.0042
559	1427118.8069	3109416.0316
560	1427118.8028	3109417.4089
561	1427120.6824	3109417.4271
562	1427193.9757	3109471.9653
563	1427193.8623	3109506.8000
564	1427157.3085	3109507.0054
565	1427080.8583	3109450.1173
566	1427063.1313	3109434.0769

SHEET 1 OF 2



# **ATTACHMENT 3:**

## **October 6, 2022 Meeting Presentation**

### **(3 scheme investigation)**



# FIRE STATION 1 UPDATES: DUE DILIGENCE STUDY

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OCTOBER 6, 2022

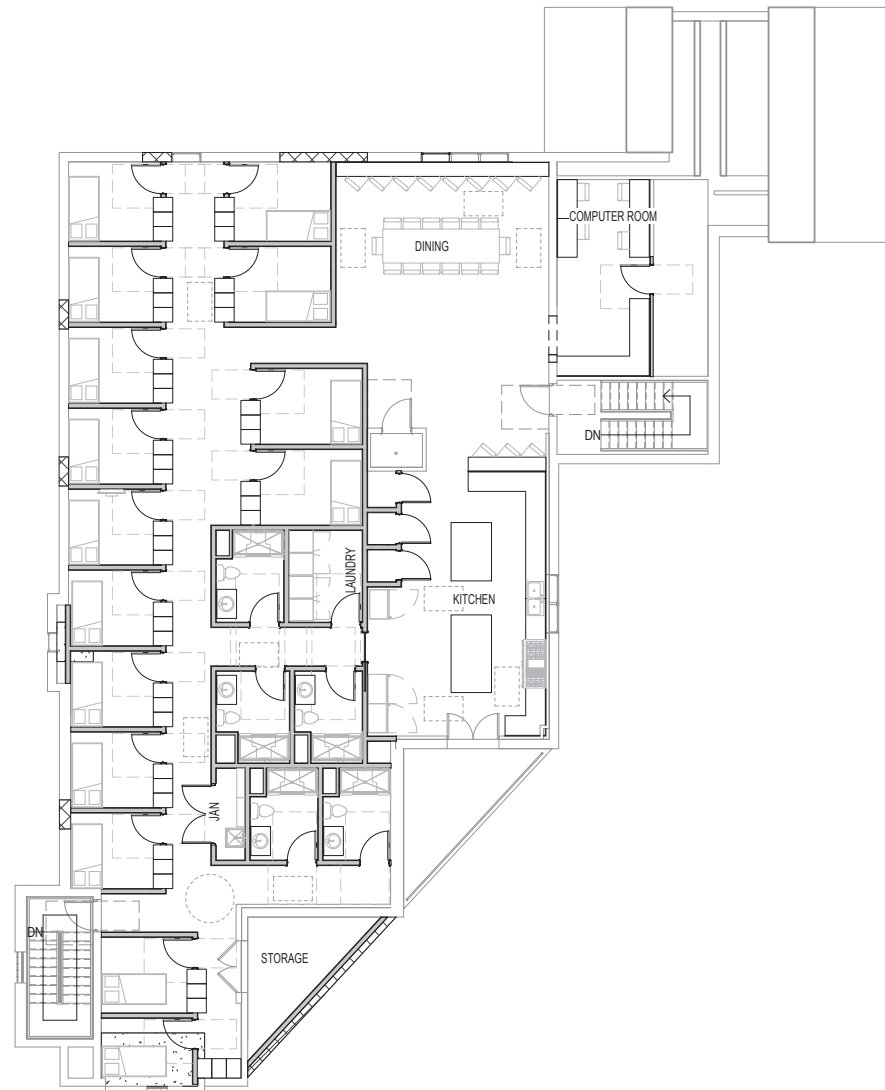


New Construction and Renovation Work for :

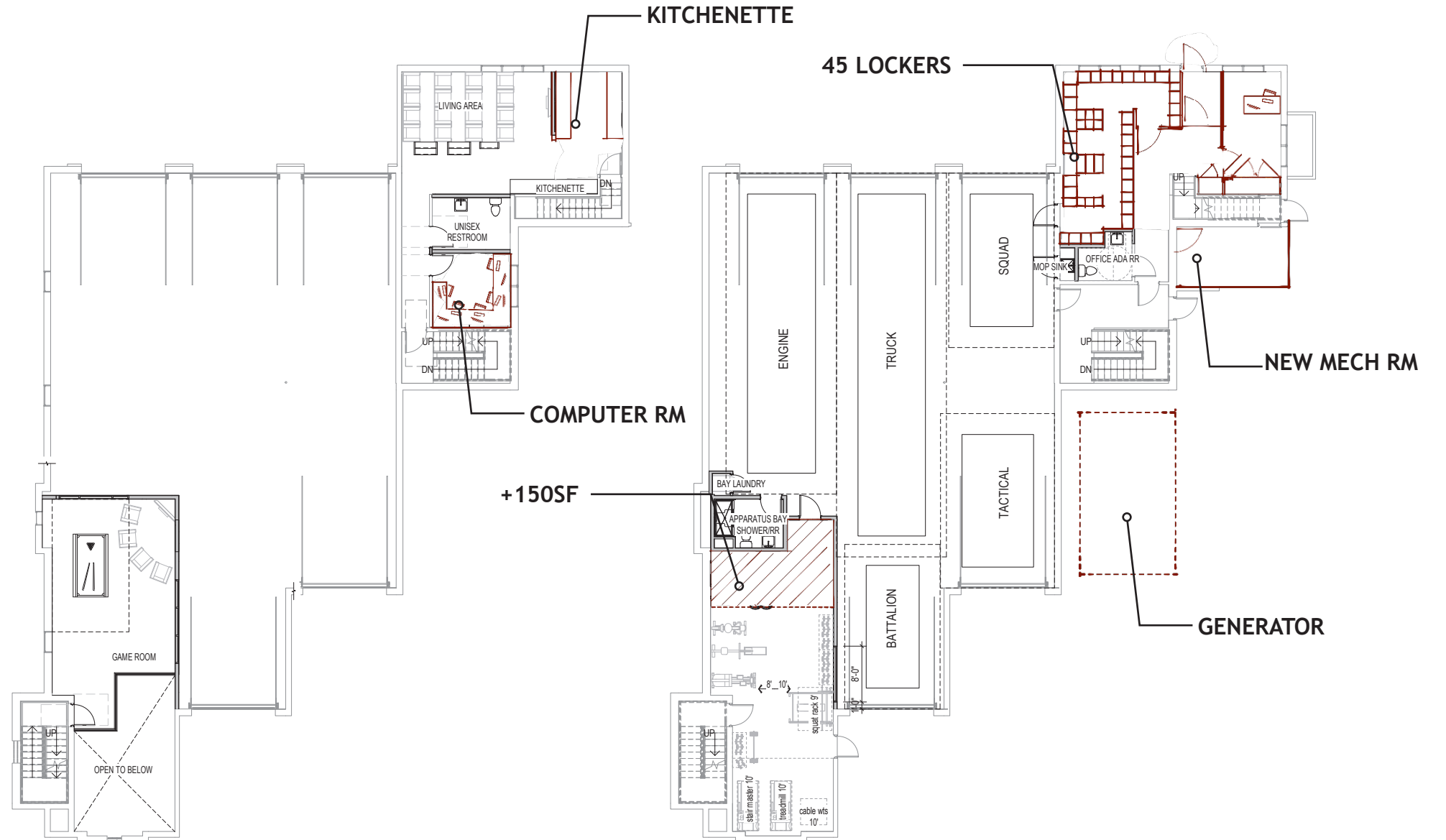
Station 1 Renovation Schematic Design

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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

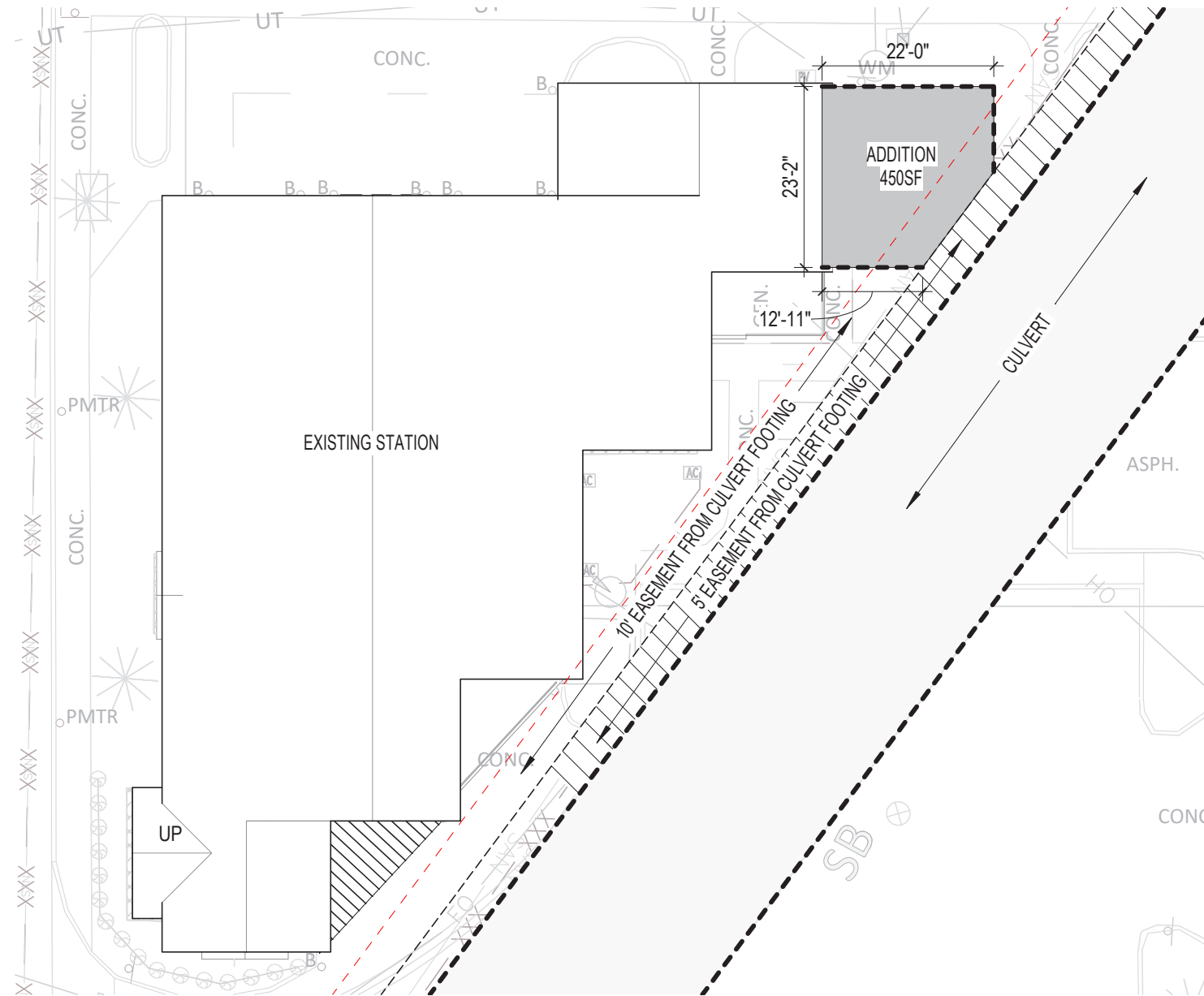


New Construction and Renovation Work for :

**Station 1 Renovation Schematic Design**

300 E 4th St  
Bloomington, IN 47408

**BASE PLAN CHANGES**



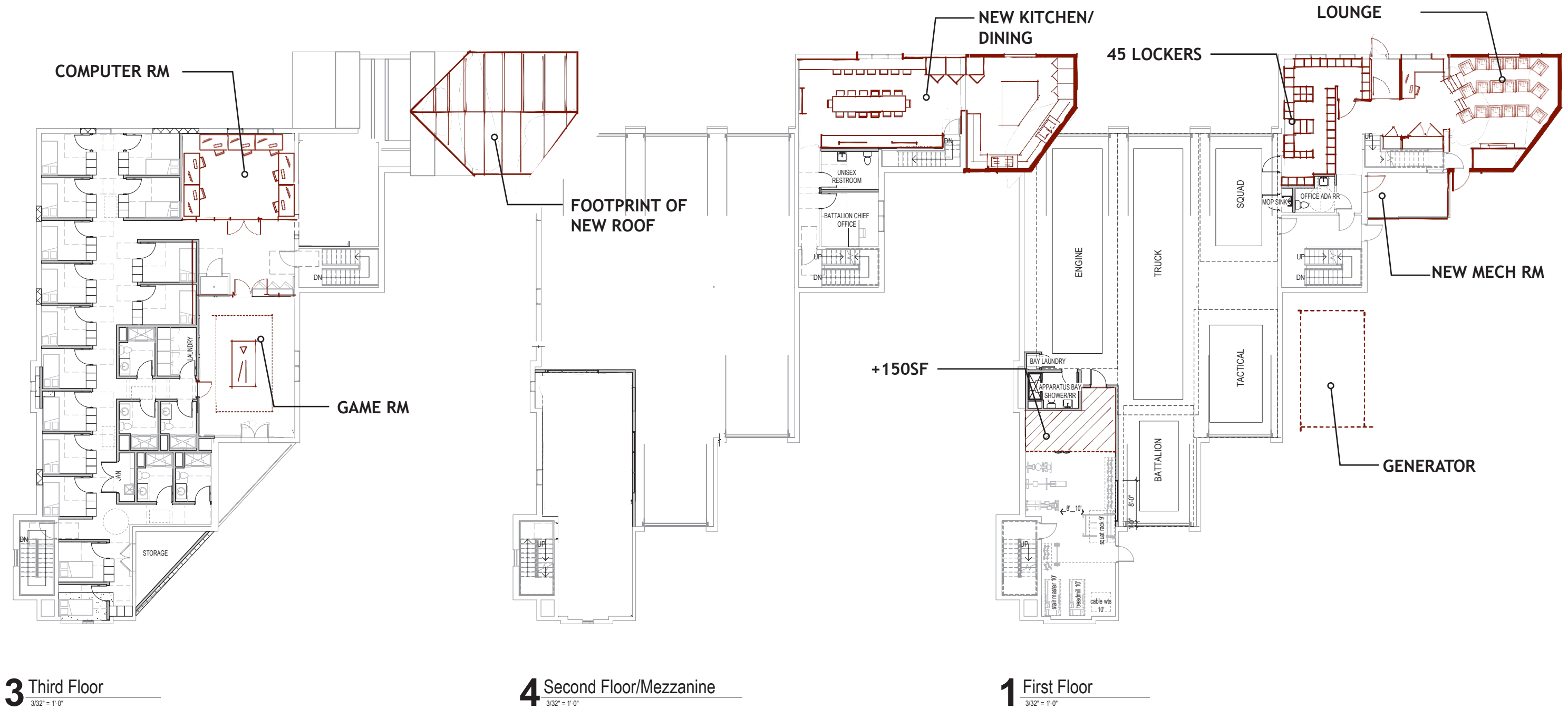
New Construction and Renovation Work for :

## Station 1 Renovation Schematic Design



300 E 4th St  
Bloomington, IN 47408

# CULVERT LOCATE/ADDITION



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

**4** Second Floor/Mezzanine  
3/32" = 1'-0"

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

**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

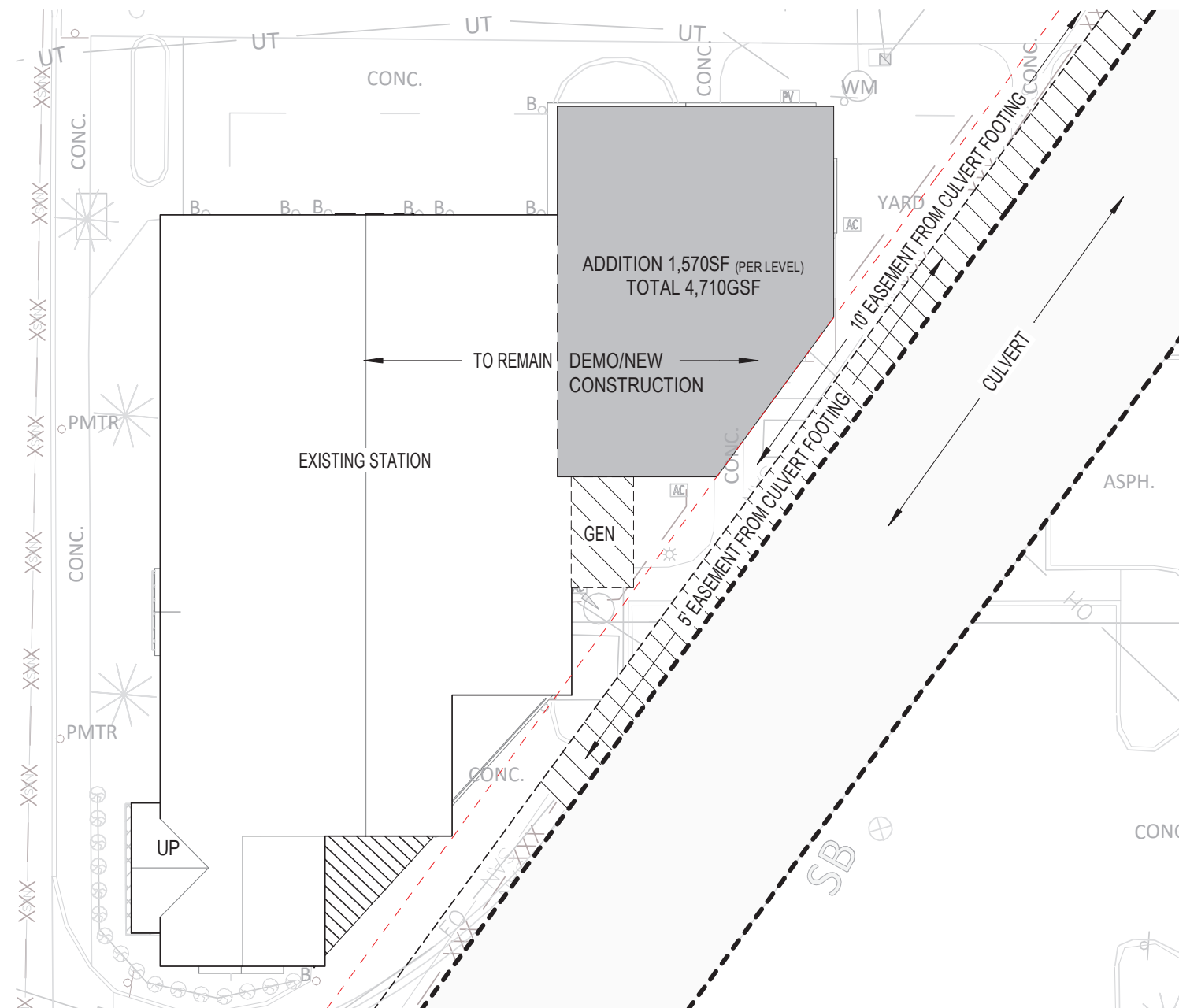


New Construction and Renovation Work for :

**Station 1 Renovation Schematic Design**

300 E 4th St  
Bloomington, IN 47408

**ADDITION CONCEPT 1**



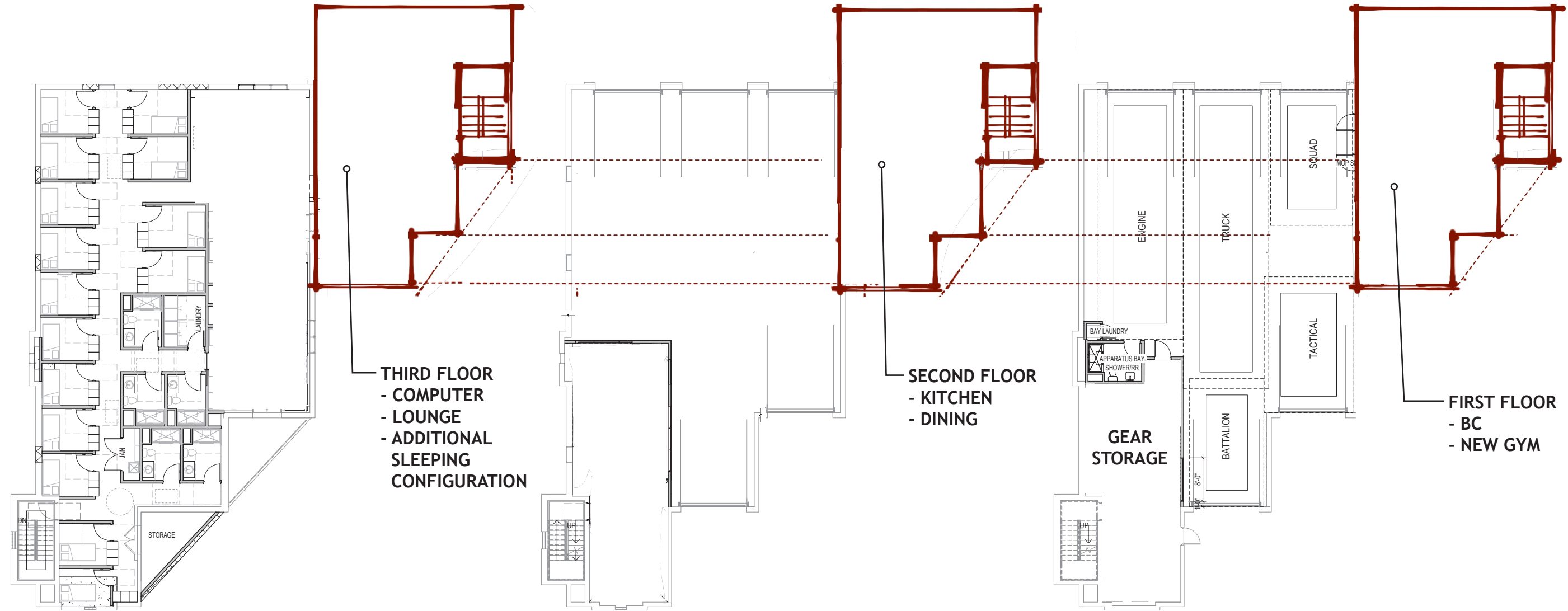
New Construction and Renovation Work for :

## 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



New Construction and Renovation Work for :

# Station 1 Renovation Schematic Design

300 E 4th St  
 Bloomington, IN 47408



ALL DESIGN ARRANGEMENTS AND PLANS AND LOCATIONS ARE PREPARED BY THE DRAWING AND ARE OWNED BY AND THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPERS FOR USE ON AND CONNECTION WITH THE PROJECT DESCRIBED HEREIN. NO OTHER DESIGN, ARRANGEMENT OR PLAN SHALL BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPERS. THE DRAWING IS THE PROPERTY OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPERS. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPERS. THE DRAWING IS FOR CONCEPTUAL PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE DRAWING IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF MARTIN RILEY ARCHITECTS-ENGINEERS AND DEVELOPERS.



REVISION: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN BY: NPD REVIEWED BY: JED  
 COMMISSION NUMBER: F21009 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----		<b>GENERAL REQUIREMENTS</b>		
	010010	<b>GENERAL CONDITIONS</b>		
		Project General Conditions	12.00 MO	216,000
		Project Staff	12.00 MO	420,000
02----		<b>SELECTIVE DEMOLITION</b>		
	024119	<b>SELECTIVE STRUCTURE DEMOLITION</b>		
		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---		<b>CIP CONCRETE (BLDG)</b>		
	031500	<b>BLDG CONCRETE - HCC</b>		
		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----		<b>MASONRY</b>		
	040121	<b>MASONRY RESTORATION</b>		
		Masonry Restoration	1.00 AL	38,500
	042000	<b>UNIT MASONRY</b>		
		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----		<b>METALS</b>		
	051000	<b>STRUCTURAL METAL FRAMING</b>		
		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	<b>METAL STAIRS</b>		
		Stair Modification Allowance	1.00 AL	10,000
		New Stairs and Railing	1.00 SET	32,500
	055200	<b>HANDRAILS &amp; RAILINGS</b>		
		Balcony Rails	64.00 LF	13,760
06----		<b>WOOD &amp; PLASTICS</b>		
	061000	<b>ROUGH CARPENTRY</b>		
		Miscellaneous Blocking	1.00 LS	35,000
		Living Area Tiered Platform	0.00 NIC	0
	062000	<b>FINISH CARPENTRY</b>		
		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----		<b>THERMAL &amp; MOISTURE PROTECTION</b>		
	072700	<b>AIR BARRIERS</b>		
		Air Barrier and Rigid Insulation	4,320.00 SF	54,000
	074200	<b>WALL PANELS</b>		
		Decorative Metal Panel/Fascia	1,512.00 SF	83,160
	075000	<b>MEMBRANE ROOFING</b>		
		Membrane Roofing	1,804.00 SF	40,590
		Soffit	192.00 SF	6,720
	076000	<b>FLASHING &amp; SHEET METALS</b>		
		Flashing & Sheet Metal	1.00 LS	12,500
		Vent Flashing	1.00 LS	5,000
	077100	<b>ROOF SPECIALTIES</b>		
		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	<b>FIRESTOPPING</b>		
		Firestopping	1.00 LS	17,000
	079200	<b>JOINT SEALERS</b>		
		Joint Sealants	1.00 LS	40,000
		Exterior Facade Repair Allowance	1.00 AL	20,000
	079500	<b>EXPANSION CONTROL</b>		
		Expansion Control	1.00 LS	8,000
08----		<b>DOORS &amp; WINDOWS</b>		
	081100	<b>METAL DOORS &amp; FRAMES</b>		
		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	<b>OVERHEAD SECTIONAL DOORS</b>		
		Apparatus Bay Door Replacement Allowance	5.00 AL	100,000
		LED Backing System	1.00 LS	15,000
	085100	<b>WINDOWS</b>		
		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----		<b>FINISHES</b>		
	092100	<b>GYPSUM BOARD ASSEMBLIES</b>		
		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	<b>CERAMIC TILE</b>		
		Wall Tile	1,630.00 SF	32,600
		Floor Tile	298.00 SF	5,364
	095100	<b>ACOUSTICAL CEILINGS</b>		
		Acoustical Celings	6,368.00 SF	39,800
	096100	<b>FLOOR TREATMENT</b>		
		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	<b>RESILIENT FLOORING</b>		
		LVT Flooring	3,078.00 SF	33,858
		Fitness Flooring	565.00 SF	8,475
	096800	<b>CARPETING</b>		
		Carpeting	2,358.00 SF	11,790
		Walk Off Mat	48.00 SF	480
	098400	<b>ACOUSTICAL PANELS</b>		
		Acoustical Wall Panels	5.00 EA	4,250
	099100	<b>PAINTING</b>		
		Interior and Exterior Painting	11,930.00 SF	62,656
10----		<b>SPECIALTIES</b>		
	100100	<b>MISCELLANEOUS SPECIALTIES</b>		
		Miscellaneous Specialties	12,090.00 SF	15,113
	101100	<b>VISUAL DISPLAY BOARDS</b>		
		Visual Display Boards	4.00 EA	7,400
	101400	<b>SIGNAGE</b>		
		Interior Room Signs	1.00 LS	3,500
		Exterior Signage	1.00 LS	12,500
	102116	<b>SHOWER &amp; DRESSING COMPART</b>		
		Shower Curtains	6.00 EA	1,650
	102600	<b>WALL AND DOOR PROTECTION</b>		
		Wall & Door Protection	1.00 LS	7,500
	102800	<b>TOILET &amp; BATH ACCESSORIES</b>		
		Toilet & Bath Accessories for Restrooms 236	7.00 EA	3,500
	104400	<b>FIRE PROTECTION SPECIALTIES</b>		

Group	Phase	Description	Takeoff Quantity	Grand Total Amount
	104400	<b>FIRE PROTECTION SPECIALTIES</b>		
		Fire Ext. Cabinets/Accsry Supply	9.00 EA	2,964
	105100	<b>LOCKERS</b>		
		Gear Storage Lockers	45.00 EA	22,500
	107316	<b>CANOPIES</b>		
		Prefabricated Canopy	1.00 EA	10,000
	107500	<b>FLAGPOLES</b>		
		Flagpole	3.00 EA	15,000
11----		<b>EQUIPMENT</b>		
	111100	<b>VEHICLE SERVICE EQUIPMENT</b>		
		Vehicle Exhaust System	1.00 LS	125,000
	112326	<b>COMMERCIAL LAUNDRY EQUIPMENT</b>		
		Laundry Equipment	6.00 EA	3,000
	113100	<b>RESIDENTIAL APPLIANCES</b>		
		Ice Machine	1.00 EA	750
		Refrigerators	3.00 EA	7,500
		Range	1.00 EA	2,850
12----		<b>FURNISHINGS</b>		
	122100	<b>WINDOW BLINDS</b>		
		Window Shades	21.00 EA	7,350
	125000	<b>FURNITURE</b>		
		Furniture, Fixtures, Equipment	0.00 NIC	0
	129300	<b>SITE FURNISHINGS</b>		
		Site Furnishing (existing)	0.00 NIC	0
21----		<b>FIRE SUPPRESSION</b>		
	210000	<b>FIRE SUPPRESSION</b>		
		Asphalt Patch for Water Service	1.00 LS	2,500
		New Fire Sprinkler System	11,930.00 SF	59,650
22----		<b>PLUMBING</b>		
	220000	<b>PLUMBING</b>		
		Clean Trench Drains	1.00 LS	5,000
		New Plumbing Distribution and Fixtures	4,236.00 LS	50,832
		Plumbing Distribution and Fixtures in Existing	7,694.00 LS	61,552
23----		<b>HVAC</b>		
	230000	<b>MECHANICAL</b>		
		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----		<b>ELECTRICAL</b>		
	260000	<b>ELECTRICAL</b>		
		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----		<b>EARTHWORK</b>		
	310000	<b>EARTHWORK</b>		
		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----		<b>EXTERIOR IMPROVEMENTS</b>		
	321216	<b>ASPHALT PAVING</b>		
		Patch Asphalt at Utility Work	612.00 SF	6,120
	321313	<b>CONCRETE PAVING</b>		
		Concrete Paving	4,880.00 SF	55,769

Group	Phase	Description	Takeoff Quantity	Grand Total Amount
	<b>321313</b>	<b>CONCRETE PAVING</b>		
		Concrete Sidewalks, Curbs and Stoops Allowance	1.00 AL	<b>20,000</b>
	<b>329300</b>	<b>PLANTS</b>		
		Trees, Plants & Groundcover Allowance	1.00 AL	<b>15,000</b>
<b>33----</b>		<b>UTILITIES</b>		
	<b>331100</b>	<b>SERVICE UTILITIES</b>		
		Re-Work Existing Exterior Utilities (water, storm, gas)	1.00 LS	<b>100,000</b>
		Flre Sprinkler Water Service	1.00 LS	<b>25,000</b>
		Sewer Extension (gravity sewer)	102.00 LF	<b>21,930</b>

**Estimate Totals**

Description	Amount	Totals	Hours	Rate
<b>Sub Total (Construction Cost)</b>		<b>4,327,466</b>		
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 %
<b>TOTAL (Hard Construction Cost)</b>		<b>5,396,502</b>		

To remove approximately 3620 SF of existing asphalt pavement and replace with 8" concrete pavement would add ..... 83,387



# ATTACHMENT 6:

## Concept Sketches of Station 1 Addition









## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 23-02 – To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” Re: Transfer from Chapter 2.21 (Department of Law) to Chapter 2.23 (Community and Family Resources Department)**

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#### **Synopsis**

This ordinance amends Title 2 (“Administration and Personnel”) of the Bloomington Municipal Code (“BMC”) and comes forth at the request of the City Legal Department and of the Community and Family Resources Department. The ordinance moves the human rights ordinance from Chapter 2.21 of the BMC, “Department of Law” to Chapter 2.23 of the BMC, “Community and Family Resources Department;” and makes numerous technical changes for the sake of consistency and currentness.

#### **Relevant Materials**

- [Ordinance 23-02](#)
- Joint staff memo from Beth Cate, Corporation Counsel, and Beverly Calendar-Anderson, CFRD Director
- Chapter 2.23 as Modified by the Proposed [Ordinance 23-02](#) (Redline)

#### **Summary**

[Ordinance 23-02](#) amends Title 2 of the Bloomington Municipal Code to shift the rights and responsibilities of the Human Rights Commission from the Legal Department to the Community and Family Resources Department (CFRD). The changes come at the request of the Legal Department and CFRD.

The administration originally intended this ordinance to also reflect the creation of a joint city-county Human Rights Commission with Monroe County, a proposal that was previewed at a Council Work Session on November 2, 2022. However, the City and County are still in the process of discussing the details of this arrangement. A proposal on this topic may come to Council at a later date, in the form of a resolution to approve a city-county interlocal agreement and an ordinance to further amend Title 2.

#### **History:**

The City of Bloomington Human Rights Commission (Commission) was first established as the Human Relations Commission by [Ordinance 65-02](#), amended by [Ordinance 68-15](#), and was later renamed and reorganized by both [Ordinance 70-37](#) and [Ordinance 83-6](#), the latter of which both created the City’s Department of Law and housed the Human Rights Commission within this Department under Bloomington Municipal Code (BMC) Sections [2.21.000](#) & [2.21.010](#).



### Amendments to Code:

This ordinance changes the Bloomington Municipal Code in two ways: (1) the code itself moves from 2.21 (Legal) to 2.23 (CFRD) and specifies the continued involvement of the Legal Department where necessary; and (2) makes stylistic and grammatical changes.

### Language to Effectuate Movement from Legal Department to CFRD:

The ordinance proposes updates to the Municipal Code to reflect the movement of the Commission from the Department of Law to CFRD. Legal Department oversight will still be required to accomplish some of the legal tasks specific to the Commission's duties, like determining whether probable cause exists to believe that discrimination has occurred. This type of oversight will be similar to that given to all City boards and commissions. The rest of the Commission's duties that are non-legal in nature will be overseen by CFRD. The bulk of the ordinance simply moves currently existing code from one Chapter within Title 2 to another.

### Stylistic/Grammatical Changes:

Additional proposed changes to the code are also stylistic and grammatical in nature, including insertion of Oxford commas; capitalization of city, county, and state authorities; and alphabetization of definitions. Other, more significant stylistic changes that should not affect the substance of the code include the use of more inclusive pronoun language ("they" and "their" instead of "he" and "his"); the reorganization and separation of various sections for improved clarity and comprehension; and the deletion of legally outdated language—in the most pertinent example, the word "transvestite," among several other outdated identity terms, was removed from the list of excluded categories from the definition of "disability" and replaced with generalized language that the word "disability" does not include categories excluded by state or federal law. A redline is included in the packet materials to highlight all of these changes.

### **Contact**

Beth Cate, Corporation Counsel, [beth.cate@bloomington.in.gov](mailto:beth.cate@bloomington.in.gov), 812-349-3426

Beverly Calender-Anderson, CFRD Director, [andersb@bloomington.in.gov](mailto:andersb@bloomington.in.gov), 812-349-3430

Michael Shermis, Special Projects Coordinator, [shermism@bloomington.in.gov](mailto:shermism@bloomington.in.gov), 812-349-3471

**ORDINANCE 23-02**

**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED  
"ADMINISTRATION AND PERSONNEL"**

**Re: Transfer from Chapter 2.21 (Department of Law) to Chapter 2.23 (Community and  
Family Resources Department)**

WHEREAS, the City of Bloomington created the Bloomington Human Rights Commission through adoption of Ordinance 70-37 in 1970; and

WHEREAS, the City wishes to transfer the educational activities and primary investigative work of the Human Rights Commission from the Legal Department to the Community and Family Resources Department, to expand human rights education and community engagement on human rights and integrate it with other CFRD activities while retaining appropriate legal support for the Commission's functions; and

WHEREAS, the City wishes to correct various typos and make several stylistic changes to the code governing the Human Rights Commission for the sake of clarity, consistency, and currency;

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

SECTION 1. The following sections of the Bloomington Municipal Code shall be deleted in their entirety from Chapter 2.21, entitled "Department of Law" without any replacement:

Section 2.21.010, entitled "Human Rights Commission — Establishment;"  
Section 2.21.020, entitled "Public policy and purpose;"  
Section 2.21.030, entitled "Definitions;"  
Section 2.21.040, entitled "Appointments;"  
Section 2.21.050, entitled "Qualifications;"  
Section 2.21.060, entitled "Rules and regulations;"  
Section 2.21.070, entitled "Powers and duties;"  
Section 2.21.080, entitled "Educational programs;"  
Section 2.21.090, entitled "Relationship with Civil Rights Commission;"  
Section 2.21.095, entitled "Housing discrimination — Definitions;"  
Section 2.21.097, entitled "Housing discrimination — Exemptions;"  
Section 2.21.098, entitled "Hate crime statistics;" and  
Section 2.21.099, entitled "Complaints of housing status discrimination."

SECTION 2. The following sections are hereby added to Chapter 2.23 of the Bloomington Municipal Code, entitled "Community and Family Resources Department," which shall read as follows and be reflected in the table of contents for this chapter:

**2.23.100 Human Rights Commission — Establishment.**

There is hereby established within the Community and Family Resources Department pursuant to Section 2.23.110.

**2.23.110 Public policy and purpose.**

It is the public policy of the City that it does not discriminate in the provision or implementation of its programs or services on the basis of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran. It is the public policy of the City to provide all citizens equal opportunity for education, employment, access to public accommodations and acquisition through purchase or rental of real property, including, but not limited to: housing, and to eliminate segregation or separation based on race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran, since such segregation is an impediment to equal opportunity. Equal education and employment opportunities and equal access to and use of public accommodations and equal opportunity for acquisition of real property are hereby declared to be civil rights.

It is also against the public policy of the City and a discriminatory practice for an employer to discriminate against a prospective employee on the basis of status of a veteran by:

(1) Refusing to employ an applicant for employment on the basis that the applicant is a veteran of the armed forces of the United States; or

(2) Refusing to employ an applicant for employment on the basis that the applicant is a member of the Indiana National Guard or member of a reserve component.

The practice of denying these rights to persons because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran is contrary to the principles of freedom and equality of opportunity and is a burden to the objectives of the public policy of the City, and shall be considered as discriminatory practices. The promotion of equal opportunity without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran is the purpose of this section.

It is also the public policy of the City to protect employers, labor organizations, employment agencies, property owners, real estate brokers, builders and lending institutions from unfounded charges of discrimination.

It is hereby declared to be contrary to the public policy of the City and an unlawful practice to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry into the neighborhood of a person or persons of a particular race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, status as a veteran, or familial status.

It is also the public policy of the City of Bloomington to prohibit discrimination against or harassment of individuals, including employees, independent contractors, volunteers, interns, and any others doing sanctioned work for the City. Any such individual who believes she, he, or they have been discriminated against or harassed by a City employee has a right to bring a complaint to the attention of City officials, who will investigate the complaint promptly and take appropriate action. All contracts with the City shall include a clause explaining this right.

### **2.23.120 Definitions.**

As used in this chapter unless the context clearly requires otherwise:

(1) "Acquisition of real property" means the sale, rental, lease, sublease, construction or financing, including negotiations and other activities or procedures incident thereto, of:

(A) Any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters;

(B) Any building, structure, or portion thereof, or any improved or unimproved land utilized, or designed or intended for utilization, for business, commercial, or industrial or agricultural purposes; or

(C) Any vacant or unimproved land offered for sale or lease for any purpose whatsoever.

(2) "Affirmative action" means those acts which the commission deems necessary to assure compliance with the City human rights ordinance.

(3) "Ancestry" refers to both the country from which a person's ancestors came and the citizenship of a person's ancestors.

(4) "Commission" means the Human Rights Commission hereinafter created.

(5) "Commission attorney" means the City attorney, or such assistants of the City attorney as may be assigned to the commission, or such other attorney as may be engaged by the commission or voluntarily lend their services to the commission.

(6) “Compensation” or “compensatory damages” means actual damages, except that damages to be paid as a result of discriminatory practices relating to employment shall be limited to lost wages, salaries, commissions, or fringe benefits.

(7) “Complainant” means any individual charging on their own behalf to have been personally aggrieved by a discriminatory practice or the commission attorney, a member of the Human Rights Commission, or the commission director charging that a discriminatory practice was committed against a person, other than themselves, or a class of people in order to vindicate the public policy of the State as defined in Indiana Code 22-9-1-2, and the public policy of the City as defined in Section 2.23.110.

(8) “Complaint” means any written grievance filed by a complainant with the commission director. The original shall be signed and verified before a notary public or another person duly authorized by law to administer oaths and take acknowledgments. Notarial service shall be furnished by the City without charge.

(9) “Consent agreement” means a formal agreement entered into in lieu of adjudication.

(10) “Disability” means with respect to a person: (i) a physical or mental impairment that substantially limits one or more of the person’s major life activities; (ii) a record of having an impairment described in subdivision (i) above; or (iii) being regarded as having an impairment described in subdivision (i) above. “Disability” shall not include circumstances exempted from the definition of “disability” or “disabled” under federal and state law.

(11) “Discriminatory practice” means the exclusion of a person by another person from equal opportunities because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran; or a system which excludes persons from equal opportunities because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran or the promotion or assistance of segregation or separation in any manner on the basis of the above categories; provided, it shall not be a discriminatory practice for an employment agency to refer for employment any individual, or a joint labor-management committee controlling apprenticeship or other training or retraining programs to admit or employ any individual in such program on the basis of their religion, sex, or national origin in those particular instances where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; further provided, that it shall not be a discriminatory practice for a person to refuse to rent for occupancy as living quarters any space in an owner-occupied multiple dwelling structure on the basis of sex.

(12) “Educational institution” includes all public and private schools and training centers, except that the term does not include any state agency as defined in subsection (27) of this section.

(13) “Employee” includes any person employed by another for wages or salary; provided, that it shall not include any individual employed by their parents, spouse, or child.

(14) “Employer” includes any person employing six or more employees within the City, except that the term does not include a not-for-profit corporation or association organized exclusively for fraternal or religious purposes; nor any school, educational or charitable religious institution owned or conducted by, or affiliated with, a church or religious institution; nor any exclusively social club, corporation, or association that is not organized for profit; nor the City or any department thereof; nor any State agency as defined in subsection (27) of this section.

(15) “Employment agency” includes any person undertaking with or without compensation to procure, recruit, refer, or place employees.

(16) “Gender identity” means a person’s actual or perceived gender-related attributes, self-image, appearance, expression, or behavior, whether or not such characteristics differ from those traditionally associated with the person’s assigned sex at birth.

(17) “Housing status” means the type of housing in which an individual resides, whether publicly or privately owned, or the status of not having a fixed residence, whether actual or perceived.

(18) “Labor organization” includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for formal mutual aid or protection in relation to employment.

(19) “Lending institution” means any bank, building or loan association, insurance company, or other corporation, association, firm, or enterprise whose business consists in whole or in part in making or guaranteeing loans secured by real estate or an interest therein.

(20) “National origin” refers to both the country from which a person came and the citizenship of the person.

(21) “Owner-occupied multiple-dwelling structure” includes only structures in which the owner of the premises actually resides, containing not more than three separate dwelling units, apartments, rooms, or portions of the building designed or intended for occupancy as living quarters.

(22) “Person” includes one or more individuals, partnerships, associations, organizations, labor organizations, corporations, cooperatives, legal representatives, trustees in bankruptcy, trustees, receivers, any subdivision of the state, and other organized groups of persons.

(23) “Public accommodation” means any establishment which offers its services, facilities, or goods to the general public.

(24) “Respondent” means one or more persons against whom a complaint is filed under this chapter, and whom the complainant alleges has committed or is committing a discriminatory practice.

(25) “Sex,” as it is applied to segregation or separation in this chapter, shall apply to all types of employment, education, public accommodations, and housing; provided, that it shall not be a discriminatory practice to maintain separate restrooms or dressing rooms; and that it shall not be an unlawful employment practice for an employer to hire and employ employees, for an employment agency to classify or refer for employment any individual, for a labor organization to classify its members or to classify or refer for employment any individual, or for any employer, labor organization, or joint labor management committee controlling apprenticeship or other training or retraining programs to admit or employ any other individual in any such program on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; and that it shall not be a discriminatory practice for a private or religious educational institution to continue to maintain and enforce a policy of admitting students of one sex only.

(26) “Sexual orientation” means an individual’s identity or practice as a lesbian woman, gay male, bisexual person, or heterosexual person, whether actual or perceived.

(27) “State agency” means every office, officer, board, commission, council, department, division, bureau, committee, fund, agency, and without limitation by reason any enumeration herein, every other instrumentality of the state of Indiana, every hospital, every penal institution, and every other institutional enterprise and activity of the state of Indiana, wherever located; the universities supported in whole or in part by state funds; and the judicial department of the state of Indiana. “State agency” does not mean counties, county departments of public welfare, cities, towns, townships, school cities, school towns, school townships, school districts or other municipal corporations, political subdivisions, or units of local government.

(28) “Veteran” means:

- (A) A veteran of the armed forces of the United States;
- (B) A member of the Indiana National Guard; or
- (C) A member of a reserve component.

### **2.23.130 Appointments.**

The seven members of the Human Rights Commission shall be appointed four by the Mayor, three by the Common Council.

### **2.23.140 Qualifications.**

Members of the Human Rights Commission shall be representative of the community and shall be City residents.

### **2.23.150 Rules and regulations.**

The Commission may adopt rules and regulations, both procedural and substantive, to effectuate the purpose of this chapter and to make more specific the procedures deemed necessary for orderly and equitable compliance with this section.

New rules, regulations, and guidelines may be adopted by the Commission after a public hearing by a majority vote of the Commission.

The rules, regulations, and guidelines of the Commission shall be available to the public at the office of the Community and Family Resources Department.

### **2.23.160 Powers and duties.**

The commission shall have the following powers and duties:

(1) To create subcommittees and advisory committees as in its judgment will aid in effectuating the purpose of this section.

(2) To issue such publications and such results of investigation and research as in its judgment will tend to minimize or eliminate discrimination because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, veteran status, or familial status.

(3) To investigate complaints filed with the commission. Complaints of discrimination shall be received and investigated by the commission director. A complaint shall be sufficiently complete so as to reflect properly the name and address and/or other contact information of the complainant; the name and address of the respondent against whom the complaint is made; the alleged discriminatory practice and a statement of particulars thereof; the date or dates and places of the alleged discriminatory practice; if it is of a continuing nature, the dates between which said continuing acts of discrimination are alleged to have occurred; and a statement as to any other action, civil or criminal, instituted in any other form based upon the same grievance as is alleged in the complaint, together with a statement as to the status or disposition of such other action. No complaint shall be valid unless filed within one-hundred-eighty (180) days from the occurrence of the alleged discriminatory practice, or from the date of the termination of a published and meaningful grievance procedure provided by a respondent employer or labor union; provided, that complaints filed only with the Equal Employment Opportunity Commission shall be deemed to have been filed simultaneously with the Human Rights Commission for purposes of measuring the one-hundred-eighty (180) day limitation, as long as the complaint is otherwise within the commission's jurisdiction; provided, further, that any person who files a complaint with the Indiana Civil Rights Commission shall have no recourse to the Human Rights Commission concerning any of the matters alleged in such complaint; provided, further, that the commission shall have no jurisdiction over the State or any of its agencies, or over the City or any of its departments. After a complaint is scheduled for a public hearing, the commission shall make reasonable efforts to conciliate all issues raised during the investigation of the case.

(4) To determine jointly with an attorney from the legal department whether probable cause exists to believe that discrimination in violation of the Bloomington Municipal Code Section 2.23.100 et seq. occurred. A probable cause commissioner shall be assigned to each complaint filed on the date it is filed and shall participate jointly with the director and assist in the investigation of the complaint. The director, after consultation with the attorney from the legal department, shall make a written recommendation of cause or no cause setting forth relevant facts and applicable legal authority to submit it to the designated probable cause commissioner. The commissioner shall review the director and legal department's joint recommended finding, and shall make a written determination of cause or no cause setting forth the relevant facts and applicable law. The probable cause



commissioner shall follow applicable legal standards set forth by the director and attorney in making the determination.

(5) To schedule complaints for public hearings upon a determination of probable cause. When the recommendation after the investigation is no probable cause, the complainant shall be furnished a copy of the findings of no probable cause and recommendation and shall be given ten days to make a written request, with the reasons therefore, to the chairperson of the commission for review of the finding. Upon the receipt of the request for review, the chairperson or designee shall review the request and the decision of the reviewing commissioner regarding probable cause shall be final. Whenever a commissioner reviews a decision at the request of a complainant, such commissioner shall be disqualified from any further participating in that case, except as a witness at a public hearing on the complaint.

(6) To prevent any person from discharging, expelling, or otherwise discriminating against any other person because they filed a complaint or testified in any hearing before the commission or in any way assisted in any matter under investigation.

(7) To issue a temporary emergency order against any person requiring such person to do an act preserving the possibility of a remedy for a complaint or to refrain from doing an act damaging the possibility of a remedy during the investigation of the complaint; provided, however:

(A) That no emergency order shall be issued unless a time and place for hearing on the temporary order is designated in the order;

(B) That the hearing on the temporary emergency order shall be held within ten days following the issuance of the temporary order, unless contained by the commission at the request of the respondent. At such hearing, the complainant shall show that a failure to continue the temporary order would damage their remedy. The commission shall thereupon weigh the comparative hardship to the complainant and respondent and issue a decision continuing or terminating the temporary emergency order, pending final disposition of the complaint. The respondent may waive said hearing without prejudice to the defense of the matters charged in the complaint, in which case the temporary order shall remain in effect pending final disposition of the complaint;

(C) The commission may by rule provide for issuance of its temporary order by a majority of the commission, and it may compel compliance with any such temporary order by bringing in Monroe Circuit Court or other appropriate court for prohibitory or mandatory injunction showing that such person is subject to the court's jurisdiction, resides or transacts business within the county in which the proceeding is brought, and that such an injunction is necessary to protect the complainant's rights under this chapter until their complaint is resolved through conciliation or public hearing.

(8) To reduce the terms of conciliation agreed to by the parties in writing, to be called a consent agreement, which the parties and a majority of the commissioners shall sign. When so signed, the consent agreement shall have the same effect as a cease and desist order pursuant to subsection (10) of this section. If the commission determines that a party to the consent agreement is not complying with it, the commission may obtain enforcement of the consent agreement in a Monroe Circuit Court or other appropriate court upon showing that the party is not complying with the consent agreement, and the party is subject to the commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought.

(9) To hold hearings, subpoena witnesses, compel their attendance, administer oaths, take testimony of any person under oath and require the production for examination of all books and papers relating to any matter under investigation or in question before the commission. The commission may make rules governing the issuance of subpoenas by individual commissioners. Contumacy or refusal to obey a subpoena or temporary emergency order issued pursuant to this section shall be a breach of this chapter and such person shall be liable to a penalty therefore, if adjudged by the Monroe Circuit Court or

other appropriate court, of the payment of a penalty not to exceed three hundred dollars. Each penalty shall be deposited in the general fund of the City; provided, however, that the payment of such a penalty by a party shall not impair the commission's ability to grant affirmative relief and compensatory damages to the complainant, should justice so require.

(10) To state its findings of fact after hearing which statement shall be made in a written opinion containing both the findings of fact and the principles of law applied. All written opinions shall be compiled and maintained as public record and, in making decisions, the commission shall give due consideration to its prior decisions which may be applicable. If a majority of the commissioners who hear the case finds that a person has engaged in unlawful discriminatory practice, the commission shall cause to be served on the person an order requiring the person to cease and desist from the unlawful discriminatory practice and requiring such person to take further affirmative action necessary to effectuate the purposes of this section.

### **2.23.170 Duties upon a finding of discrimination.**

If unlawful discrimination is found in the area of employment, an order shall be issued requiring the respondent to take such affirmative action the commission may deem necessary to assure justice, including but not limited to hiring, reinstatement, and upgrading of employees or people deprived of employment, with or without compensatory damages to which the complainants would have been entitled had they not been deprived of equal opportunity, meaning wages, salary, or commissions. When an employer has been found to have committed a discriminatory practice in employment by failure to employ an applicant on the basis that the applicant is a veteran, the order to restore the veteran's losses may include placing the veteran in the employment position with the employer for which the veteran applied.

If unlawful discrimination is found in the area of housing or acquisition of real property, an order may be issued requiring a respondent to take affirmative action, including but not limited to renting, selling, or leasing to a person deprived of equal opportunity. Compensation for the denial of equal opportunity shall be allowed within the discretion of the commission.

If unlawful discrimination is found in the area of public accommodation, an order shall be issued requiring respondent to take affirmative action, including but not limited to providing services, goods, or access to property, reinstatement of membership, reinstatement of membership, posting of notice that a facility is a public accommodation, with or without compensatory damages for a complainant's being denied equal opportunity.

If unlawful discrimination is found in the area of education, an order may be issued requiring a respondent to take affirmative action, including, but not limited to, a review and revision of school boundaries, revision of teaching aids and materials, human relations training for personnel recruitment of minority people for professional staff, with or without compensatory damages to which the complainant would have been entitled except for the denial of equal opportunity.

If upon all the evidence, the commission finds that a person has not engaged in any such unlawful practice or violation of this section, the commission shall state its findings of fact and shall issue and cause to be served on the complainant an order dismissing the complaint as to such person.

Judicial review of such cease and desist order, or other final order, or other affirmative action or damages as referred to in this chapter may be obtained by filing in the Monroe Circuit Court or other appropriate court. The scope of review shall be in accordance with the provisions set out in Indiana Code 4-21.5-1 et seq. If no proceeding to obtain judicial review is instituted within thirty calendar days from the receipt of notice by a person that such order has been made by the commission, the commission, if it determines that the person upon whom the cease and desist order has been served is not complying or is making no effort to comply, may obtain a decree of a court for the enforcement of such order in the Monroe Circuit Court or other appropriate court upon showing that such person is subject to the commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought, or may request the commission attorney or attorney representing the complainant to seek enforcement.

### **2.23.180 Affirmative Action by City Contractors.**

All contractors doing business with the City, except those specifically exempted by regulations promulgated by the human rights commission and approved by the common council, shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran. Affirmative action shall include but not be limited to the issuance of a statement of policy regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran; recruiting in the minority group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading, and the like.

Each such contractor shall submit to the human rights commission a written proposal concerning the affirmative action it proposes to take, which proposal must be approved prior to its entering a contract with the City. Said proposal shall be limited to measures similar to those which the City is required to take in its affirmative action with regard to its own employees, as established by the mayor's office and as specified by resolution of the common council.

Each such contractor shall also submit to the human rights commission its policy prohibiting harassment in the workplace. The policy must include a definition of harassment, the name or title of the individual(s) designated to receive and investigate complaints, and a statement that the contractor will not retaliate against an employee for complaining about harassment.

All contracting agencies of the City or any department thereof shall include in all contracts hereafter negotiated or renegotiated by them a provision obliging the contractor to take affirmative action to ensure that the applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran.

Such contracts shall provide further that breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled, at its option:

- (A) To cancel, terminate, or suspend the contract in whole or in part;
- (B) To declare the contractor or vendor ineligible for further City contracts;
- (C) To recover liquidated damages of a specified sum.

### **2.23.190 Educational programs.**

In order to eliminate prejudice among the various groups in the City and to further goodwill among such groups, the commission may prepare educational programs designed to emphasize and remedy the denial of equal opportunity because of a person's religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran, its harmful effects, and its incompatibility with the principles of equality.

### **2.23.200 Relationship with Civil Rights Commission.**

The commission may enter into a working relationship with the Indiana Civil Rights Commission to perpetuate the mutual objectives set forth in this chapter and the Indiana Civil Rights Law.

### **2.23.210 Housing discrimination.**

This section applies only to cases alleging housing discrimination.

(a) Definitions.

- (1) "Familial status" means one or more individuals (who have not obtained the age of eighteen years) being domiciled with a parent or another person having legal custody of

such individual(s) or the written permission of such parent or other person. The protections against discrimination on the basis of familial status shall apply to any person who is pregnant or in the process of securing legal custody of any individual who has not attained the age of eighteen years.

(2) “Dwelling” means any building, structure, or part of a building or structure, that is occupied as, or designed or intended for occupancy as, a residence by one or more families; or any vacant land which is offered for sale or lease for the construction or location of a building structure or part of a building or structure that is occupied as, or designed or intended for occupancy by one or more families.

(3) “To rent” includes to lease, to sublease, to let or otherwise grant for consideration the right to occupy the premises not owned by the occupant.

(4) “Discriminatory housing practice” includes: (A) practices prohibited by Section 2.23.120(11) of this code, (B) refusing to rent to an individual or family on the basis of familial status, (C) refusing to allow a tenant with a disability, as defined by Section 2.23.120(10), to make reasonable modifications of the rented premises at the tenant’s expense if such modifications are necessary to afford the tenant full enjoyment of the premises. The landlord may, where it is reasonable to do so, condition permission for the modification(s) on the tenant’s agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. The landlord may require the tenant to acquire any necessary permits and to perform the modifications in a workmanlike standard. (D) Refusing to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a tenant with a disability, as that term is defined by Section 2.23.120(10), equal opportunity to use and enjoy a dwelling.

(b) Exemptions.

(1) Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

(2) Nothing in this section shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preferences to such persons. Nor shall anything in this section prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(3) Nothing in this section limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.

(4) Nothing in this section regarding familial status applies with respect to housing for older persons, as defined below. As used in this section, “housing for older persons” means housing:

(A) Provided under any state or federal program that the Secretary of the Federal Department of Housing and Urban Development designed and operated to assist elderly persons (as defined in the state or federal program); or

(B) Intended for, and solely occupied by, persons sixty-two years of age or older; or

(C) Intended and operated for occupancy by at least one person fifty-five years of age or older per unit if the following requirements are met: (i) the existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practicable, that such housing is necessary to provide important housing

opportunities for older persons; and (ii) that at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; and (iii) the publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five years of age or older.

(5) Nothing in this section applies to the following:

(A) The sale or rental of a single-family house sold or rented by an owner if: (i) The owner does not own more than three single-family houses at any one time or own any interest in, nor is there owned or reserved on the owner's behalf, under any express or voluntary agreement, title to, or any right to any part of the proceeds from the sale or rental of, more than three single-family houses at any one time; and (ii) The house was sold or rented without the use of the sales or rental facilities or services of a real estate broker, agent, or salesperson licensed under state law.

(B) The sale or rental of rooms or units in a dwelling containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner maintains and occupies one of the living quarters as the owner's residence.

#### **2.23.220 Hate crime statistics.**

The Bloomington Human Rights Commission may collect data and issue reports on the incidence of hate crimes in the City. Hate crimes include verbal or physical abuse directed at individuals or groups because of their religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran.

#### **2.23.230 Complaints of housing status discrimination.**

In complaints of discrimination on the basis of housing status discrimination, the commission's authority shall typically be limited to voluntary investigations and voluntary mediation.

SECTION 3. If any section, sentence or provision of this ordinance, or application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or application 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 effect after its passage by the Common Council and approval of the Mayor, any required publication, and, as necessary, other promulgation in accordance with the law.

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 ordinance amends Title 2 (“Administration and Personnel”) of the Bloomington Municipal Code (“BMC”) and comes forth at the request of the City Legal Department and of the Community and Family Resources Department. The ordinance moves the human rights ordinance from Chapter 2.21 of the BMC, “Department of Law” to Chapter 2.23 of the BMC, “Community and Family Resources Department” and makes numerous technical changes for the sake of consistency and currentness.



## Memorandum

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

**FROM:** Beth Cate, Corporation Counsel  
Beverly Calender-Anderson, Director, Community and Family Resources Department

**RE:** Ordinance 23-02 moving the Human Rights Commission from the Legal Department to the Community and Family Resources Department, and making minor other updates

**DATE:** January 19, 2023

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The Bloomington Human Rights Ordinance is currently located within the Legal Department's section of the Bloomington Municipal Code, BMC 2.21.010. The City's Human Rights Commission is currently staffed by a Human Rights Director/Assistant City Attorney and by an Administrative Assistant within the Legal Department. The Director/Attorney has historically spent about half of their time on HRC work; the Administrative Assistant has spent about 65% of their time on HRC work.

The HRC has the following central responsibilities: resolving complaints of discrimination, ensuring compliance with the Code's affirmative action requirements for City contractors, providing human rights education, and publishing annual data on hate crimes and bias incidents occurring within the City.

Resolving complaints includes speaking to individuals who feel they have been illegally discriminated against, investigating the allegations in the complaint, researching the legal and policy issues raised by the allegations, making determinations as to whether the Human Rights Ordinance was violated, and negotiating settlements. The HRC's educational activities have historically included publishing a monthly human rights newsletter, developing and maintaining the commission's website, giving talks to the community, sponsoring an annual essay/art contest for area students, and participating in the Fourth of July parade. An HRC contracts compliance officer (historically, the assistant city attorney supporting the HRC) reviews bidder affirmative action plans, and the Commission's contracts compliance committee hears appeals from contractors whose plans are found to be deficient or nonexistent.

The Legal Department and the Community and Family Resources Department agree that CFRD is a more natural home for the HRC, including the human rights director's position and the City's human rights educational and public outreach activities. We believe the better allocation of City resources involves CFRD taking the lead on human rights education and integrating that with existing programming and community engagement, and having the Legal Department focus on providing necessary legal support to investigations and Commission proceedings. CFRD already heads, and closely collaborates with the Legal Department on, the City's compliance and community engagement efforts with respect to the rights of persons living with mental or physical disabilities. The code changes proposed by Ordinance 23-02 would use this same approach with the rest of the City's human rights work under the Bloomington Municipal Code.

Accordingly, the proposed ordinance moves the Human Rights Ordinance from BMC 2.21, Department of Law, to BMC 2.23, Community and Family Resources Department. An Assistant City Attorney will continue to provide legal advice to the commission, just as city attorneys provide legal advice to all city boards and commissions, and will continue to serve as the commission's contracts compliance officer. For 2023, the Legal Department will also continue to provide Administrative Assistant support to the HRC while CFRD develops capacity to absorb those functions beginning in 2024.

Besides moving the HRC to CFRD, Ordinance 23-02 makes some minor editorial changes for clarity and consistency, moves some definitions to make the list alphabetical, and eliminates some outdated language in the definition of "disability."

As the Legal Department previously indicated to the Council, the County has approached the City to suggest creating a joint city/county HRC. Under this proposal, the City would investigate human rights complaints that arise in the unincorporated areas of the County. In return, the County would contribute substantially to the salary of the HRC staff. Because negotiations with the County have not yet concluded, Ordinance 23-02 does not include changes to create a joint Bloomington/Monroe County Human Rights Commission. We anticipate bringing a separate ordinance with those changes, and a corresponding interlocal agreement with the County, before the Council once the negotiations are concluded. The County would enact corresponding changes to its own human rights ordinance (the substantive provisions of that ordinance are identical to those of the City's Human Rights Ordinance).



**CHAPTER 2.23 AS MODIFIED BY THE PROPOSED ORDINANCE 22-39 (Redline)**

red underlined text = proposed additions

~~red strikethrough~~ = proposed deletions

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Chapter 2.23 – COMMUNITY AND FAMILY RESOURCES DEPARTMENT

Sections:

**~~2.21.010~~2.23.100 Human Rights Commission — Establishment.**

There is hereby ~~created~~established within the ~~Department of Law~~Community and Family Resources Department a Human Rights Commission pursuant to ~~Section 2.21.020~~ Section 2.23.110.

**~~2.21.020~~2.23.110 Public policy and purpose.**

It is the policy of the Ceity that it does not discriminate in the provision or implementation of its programs and services on the basis of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran. It is the public policy of the Ceity to provide all citizens equal opportunity for education, employment, access to public accommodations and acquisition through purchase or rental of real property, including, but not limited to: housing, and to eliminate segregation or separation based on race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran, since such segregation is an impediment to equal opportunity. Equal education and employment opportunities and equal access to and use of public accommodations and equal opportunity for acquisition of real property are hereby declared to be civil rights.

It is also against the public policy of the City and a discriminatory practice for an employer to discriminate against a prospective employee on the basis of status as a veteran by:

- (1) Refusing to employ an applicant for employment on the basis that the applicant is a veteran of the armed forces of the United States; or
- (2) Refusing to employ an applicant for employment on the basis that the applicant is a member of the Indiana National Guard or member of a reserve component.

The practice of denying these rights to persons because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran is contrary to the principles of freedom and equality of opportunity and is a burden to the objectives of the public policy of the Ceity, and shall be considered as discriminatory practices. The promotion of equal opportunity without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran is the purpose of this section.

It is also the public policy of the Ceity to protect employers, labor organizations, employment agencies, property owners, real estate brokers, builders and lending institutions from unfounded charges of discrimination.

It is hereby declared to be contrary to the public policy of the Ceity and an unlawful practice to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry into the neighborhood of a person or persons of a particular race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status, ~~or~~ status as a veteran, or familial status.

It is also the public policy of the City of Bloomington to prohibit discrimination against or harassment of individuals, including employees, independent contractors, volunteers, interns, and any others doing sanctioned work for the Ceity. Any such individual who believes she, he,

or they have been discriminated against or harassed by a Ceity employee has a right to bring a complaint to the attention of Ceity officials, who will investigate the complaint promptly and take appropriate action. All contracts with the Ceity shall include a clause explaining this right.

### **2.21.0302.23.120 Definitions.**

As used in this chapter unless the context clearly requires otherwise:

(1) "Acquisition of real property" means the sale, rental, lease, sublease, construction or financing, including negotiations and other activities or procedures incident thereto, of:

(A) Any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters;

(B) Any building, structure, or portion thereof, or any improved or unimproved land utilized, or designed or intended for utilization, for business, commercial, or industrial or agricultural purposes; or

(C) Any vacant or unimproved land offered for sale or lease for any purpose whatsoever.

(2) "Affirmative action" means those acts which the commission deems necessary to assure compliance with the Ceity human rights ordinance.

(3) "Ancestry" refers to both the country from which a person's ancestors came and the citizenship of a person's ancestors.

(4) "Commission" means the Human Rights Commission hereinafter created.

(5) "Commission attorney" means the Ceity attorney, or such assistants of the Ceity attorney as may be assigned to the commission, or such other attorney as may be engaged by the commission or voluntarily lend ~~his~~ their services to the commission.

(6) "Compensation" or "compensatory damages" means actual damages, except that damages to be paid as a result of discriminatory practices relating to employment shall be limited to lost wages, salaries, commissions, or fringe benefits.

(7) "Complainant" means any individual charging on ~~his~~ their own behalf to have been personally aggrieved by a discriminatory practice or the commission attorney, ~~or a member of the Human Rights Commission, commissioner to the Bloomington Human Rights Commission or the commission director~~ charging that a discriminatory practice was committed against a person, other than ~~himself~~ themselves, or a class of people in order to vindicate the public policy of the Sstate as defined in Indiana Code 22-9-1-2, and the public policy of the Ceity as defined in Section ~~2.23.1102.21.020~~.

(8) "Complaint" means any written grievance filed by a complainant with the ~~legal department~~ commission director. The original shall be signed and verified before a notary public or another person duly authorized by law to administer oaths and take acknowledgments. Notarial service shall be furnished by the ~~legal department~~ City without charge.

(9) "Consent agreement" means a formal agreement entered into in lieu of adjudication.

(10) "Disability" means with respect to a person: (i) a physical or mental impairment that substantially limits one or more of the person's major life activities; (ii) a record of having an impairment described in subdivision (i) above; or (iii) being regarded as having an impairment described in subdivision (i) above. "Disability" shall not include circumstances exempted from the definition of "disability" or "disabled" under federal and state law.

~~(10)~~(11) "Discriminatory practice" means the exclusion of a person by another person from equal opportunities because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran; or a system which excludes persons from equal opportunities because of race, religion, color, sex, national origin, ancestry, sexual orientation, gender identity, disability, housing status or status as a veteran or the promotion or assistance of segregation or separation in any manner on the basis of the above categories; provided, it shall not be a discriminatory practice for an employment agency to refer for employment any individual, or a joint labor-management committee controlling apprenticeship or other training or retraining programs to admit or employ any individual in such program on the basis of ~~his~~ their religion, sex, or national origin in those particular instances where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; further provided, that it shall not be a discriminatory practice for a person to refuse to rent for occupancy as living quarters any space in owner occupied multiple dwelling structure on the basis of sex.

~~(11)~~(12) "Educational institution" includes all public and private schools and training centers, except that the term does not include any state agency as defined in subsection ~~(275)~~ of this section.

~~(12)~~(13) "Employee" includes any person employed by another for wages or salary; provided, that it shall not include any individual employed by ~~his~~ their parents, spouse, or child.

~~(13)~~(14) "Employer" includes any person employing six or more employees within the Ccity, except that the term does not include a not-for-profit corporation or association organized exclusively for fraternal or religious purposes; nor any school, educational or charitable religious institution owned or conducted by, or affiliated with, a church or religious institution; nor any exclusively social club, corporation, or association that is not organized for profit; nor the Ccity or any department thereof; nor any Sstate agency as defined in subsection ~~(275)~~ of this section.

~~(14)~~(15) "Employment agency" includes any person undertaking with or without compensation to procure, recruit, refer, or place employees.

~~(15)~~ "Disabled" means

~~(A) With respect to a person: (i) a physical or mental impairment that substantially limits one or more of the person's major life activities; (ii) a record of having an impairment described in subdivision (i) above; or (iii) being regarded as having an impairment described in subdivision (i) above.~~

~~(B) The term "disabled" does not include the following: current illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)), homosexuality, bisexuality, transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, compulsive gambling, kleptomania, pyromania or psychoactive substance use disorders resulting from current illegal use of drugs.~~

(16) "Gender identity" means a person's actual or perceived gender-related attributes, self-image, appearance, expression, or behavior, whether or not such characteristics differ from those traditionally associated with the person's assigned sex at birth.

(17) "Housing status" means the type of housing in which an individual resides, whether publicly or privately owned, or the status of not having a fixed residence, whether actual or perceived.

~~(16)~~(18) "Labor organization" includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for mutual aid or protection in relation to employment.

~~(17)~~(19) "Lending institution" means any bank, building ~~and or~~ loan association, insurance company, or other corporation, association, firm, or enterprise whose business consists in whole or in part in making or guaranteeing loans secured by real estate or an interest therein.

(18)(20) "National origin" refers to both the country from which a person came and the citizenship of the person.

(19)(21) "Owner-occupied multiple-dwelling structure" includes only structures in which the owner of the premises actually resides, containing not more than three separate dwelling units, apartments, rooms, or portions of the building designed or intended for occupancy as living quarters.

(20)(22) "Person" includes one or more individuals, partnerships, associations, organizations, labor organizations, corporations, cooperatives, legal representatives, trustees in bankruptcy, trustees, receivers, any subdivisions of the state, and other organized groups of persons.

(21)(23) "Public accommodation" means any establishment which offers its services, facilities, or goods to the general public.

(22)(24) "Respondent" means one or more persons against whom a complaint is filed under this chapter, and whom the complainant alleges has committed or is committing a discriminatory practice.

(23)(25) "Sex," as it is applied to segregation or separation in this chapter, shall apply to all types of employment, education, public accommodations, and housing; provided, that it shall not be a discriminatory practice to maintain separate restrooms or dressing rooms; and that it shall not be an unlawful employment practice for an employer to hire and employ employees, for an employment agency to classify or refer for employment any individual, for a labor organization to classify its members or to classify or refer for employment any individual, or for any employer, labor organization, or joint labor management committee controlling apprenticeship or other training or retraining programs to admit or employ any other individual in any such program on the basis of sex in those certain instances where sex is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise; and that it shall not be a discriminatory practice for a private or religious educational institution to continue to maintain and enforce a policy of admitting students of one sex only.

(24)(26) "Sexual orientation" means an individual's identity or practice as a lesbian woman, gay male, bisexual person, or heterosexual person, whether actual or perceived.

(25)(27) "State agency" means every office, officer, board, commission, council, department, division, bureau, committee, fund, agency, and without limitation by reason of any enumeration herein, every other instrumentality of the state of Indiana, every hospital, every penal institution, and every other institutional enterprise and activity of the state of Indiana, wherever located; the universities supported in whole or in part by state funds; and the judicial department of the state of Indiana. "State agency" does not mean counties, county departments of public welfare, cities, towns, townships, school cities, school towns, school townships, school districts or other municipal corporations, political subdivisions, or units of local government.

~~(26) "Gender identity" means a person's actual or perceived gender-related attributes, self-image, appearance, expression or behavior, whether or not such characteristics differ from those traditionally associated with the person's assigned sex at birth.~~

~~(27) "Housing status" means the type of housing in which an individual resides, whether publicly or privately owned, or the status of not having a fixed residence, whether actual or perceived.~~

(28) "Veteran" means:

- (A) A veteran of the armed forces of the United States;
- (B) A member of the Indiana National Guard; or
- (C) A member of a reserve component.

**2.23.1302.21.040 Appointments.**

The seven members of the Human Rights Commission shall be appointed four by the Mayor, three by the Common Council.

**2.21.0502.23.140 Qualifications.**

Members of the Human Rights Commission shall be representative of the community and shall be Ceity residents.

**2.21.0602.23.150 Rules and regulations.**

The Commission may adopt rules and regulations, both procedural and substantive, to effectuate the purpose of this chapter and to make more specific the procedures deemed necessary for orderly and equitable compliance with this section.

New rules, regulations, and guidelines may be adopted by the Commission after a public hearing by a majority vote of the Commission.

The rules, regulations, and guidelines of the Commission shall be available to the public at the office of the ~~legal department~~Community and Family Resources Department.

**2.21.0702.23.160 Powers and duties.**

The commission shall have the following powers and duties:

- (1) To create subcommittees and advisory committees as in its judgment will aid in effectuating the purpose of this section.
- (2) To issue such publications and such results of investigation and research as in its judgment will tend to minimize or eliminate discrimination because of race, religion, color, sex, national origin, ancestry, ~~or~~ disability, sexual orientation, gender identity, housing status, veteran status, or familial status.
  - (A) ~~To determine jointly with the legal department whether probable cause exists to believe that discrimination in violation of Bloomington Municipal Code Section 2.21.010 et seq. occurred. A probable cause commissioner shall be assigned to each complaint filed on the date it is filed and shall participate jointly with the legal department and assist in the investigation of the complaint. The legal department shall make a written recommendation of cause or no cause setting forth relevant facts and applicable legal authority and submit it to the designated probable cause commissioner. The commissioner shall review the legal department's recommended finding, and shall make a written determination of cause or no cause setting forth the relevant facts and applicable law. The probable cause commissioner shall follow applicable legal standards as set forth by the legal department in making the determination.~~
- (3) ~~To schedule complaints for public hearings upon a determination of probable cause. When the recommendation after the investigation is no probable cause, the complainant shall be furnished a copy of the findings of fact and recommendations and shall be given ten days to make a written request, with the reasons therefore, to the chairperson of the commission for review of the finding. Upon the receipt of the request for review, the chairperson or their designee shall review the request and the decision of the reviewing commissioner regarding probable cause shall be final. Whenever a commissioner reviews a decision at the request of a complainant, such commissioner shall be disqualified from any further participation in that case, except as a witness at a public hearing on the complaint.~~

(3) To investigate complaints filed with the commission. Complaints of discrimination shall be received and investigated by the ~~legal department~~commission director. ~~To be acceptable to the legal department, a~~ complaint shall be sufficiently complete so as to reflect properly the name and address and/or other contact information of the complainant; the name and address of respondent against whom the complaint is made; the alleged discriminatory practice and a statement of particulars thereof; the date or dates and places of the alleged discriminatory practice; if it is of a continuing nature, the dates between which said continuing acts of discrimination are alleged to have occurred; and a statement as to any other action, civil or criminal, instituted in any other form based upon the same grievance as is alleged in the complaint, together with a statement as to the status or disposition of such other action. No complaint shall be valid unless filed within one-hundred-eighty (180) days from the occurrence of the alleged discriminatory practice, or from the date of the termination of a published and meaningful grievance procedure provided by a respondent employer or labor union; provided, that complaints filed only with the Equal Employment Opportunity Commission shall be deemed to have been filed simultaneously with the ~~legal department~~ Human Rights Commission for purposes of measuring the one-hundred-eighty (180) day limitation, as long as the complaint is otherwise within the ~~legal department's commission's~~ jurisdiction; provided, further, that any person who files a complaint with the Indiana Civil Rights Commission shall have no recourse to the ~~city legal department~~ Human Rights Commission concerning any of the matters alleged in such complaint; provided, further, that the ~~legal department~~commission shall have no jurisdiction over the ~~S~~state or any of its agencies, or over the ~~C~~city or any of its departments. After a complaint is scheduled for a public hearing, the ~~legal department~~commission shall make reasonable efforts to conciliate all issues raised during the investigation of the case.

(4) To determine jointly with an attorney from the legal department whether probable cause exists to believe that discrimination in violation of the Bloomington Municipal Code Section 2.23.100 et seq. occurred. A probable cause commissioner shall be assigned to each complaint filed on the date it is filed and shall participate jointly with the director and assist in the investigation of the complaint. The director, after consultation with the attorney from the legal department, shall make a written recommendation of cause or no cause setting forth relevant facts and applicable legal authority to submit it to the designated probable cause commissioner. The commissioner shall review the director and legal department's joint recommended finding, and shall make a written determination of cause or no cause setting forth the relevant facts and applicable law. The probable cause commissioner shall follow applicable legal standards set forth by the director and attorney in making the determination.

(5) To schedule complaints for public hearings upon a determination of probable cause. When the recommendation after the investigation is no probable cause, the complainant shall be furnished a copy of the findings of no probable cause and recommendation and shall be given ten days to make a written request, with the reasons therefore, to the chairperson of the commission for review of the finding. Upon the receipt of the request for review, the chairperson or designee shall review the request and the decision of the reviewing commissioner regarding probable cause shall be final. Whenever a commissioner reviews a decision at the request of a complainant, such commissioner shall be disqualified from any further participating in that case, except as a witness at a public hearing on the complaint.

~~(4)~~(6) To prevent any person from discharging, expelling, or otherwise discriminating against any other person because ~~he, she, or they~~ filed a complaint or testified in any hearing before the commission or in any way assisted in any matter under investigation.

~~(5)~~(7) To issue a temporary emergency order against any person requiring such person to do an act preserving the possibility of a remedy for a complaint or to refrain from doing an act damaging the possibility of a remedy during the investigation of the complaint; provided, however:

(A) That no emergency order shall be issued unless a time and place for hearing on the temporary order is designated in the order;

(B) That the hearing on the temporary emergency order shall be held within ten days following the issuance of the temporary order, unless contained by the commission at the request of the respondent. At such hearing, the complainant shall show that a failure to continue the temporary order would damage ~~his~~ their remedy. The commission shall thereupon weigh the comparative hardship to the complainant and respondent and issue a decision continuing or terminating the temporary emergency order, pending final disposition of the complaint. The respondent may waive said hearing without prejudice to ~~the his~~ defense of the matters charged in the complaint, in which case the temporary order shall remain in effect pending final disposition of the complaint;

(C) The commission may by rule provide for issuance of its temporary order by a majority of the commission, and it may compel compliance with any such temporary order by bringing in ~~any circuit or superior court~~ Monroe Circuit Court or other appropriate court for prohibitory or mandatory injunction upon showing that such person is subject to the court's jurisdiction, resides or transacts business within the county in which the proceeding is brought, and that such injunction is necessary to protect the complainant's rights under this chapter until ~~his~~ their complaint is resolved through conciliation or public hearing.

~~(6)~~(8) To reduce the terms of conciliation agreed to by the parties in writing, to be called a consent agreement, which the parties and a majority of the commissioners shall sign. When so signed, the consent agreement shall have the same effect as a cease and desist order pursuant to subsection ~~(8)~~(10) of this section. If the commission determines that a party to the consent agreement is not complying with it, the commission may obtain enforcement of the consent agreement in ~~a circuit or superior court~~ Monroe Circuit Court or other appropriate court upon showing that the party is not complying with the consent agreement, and the party is subject to the commission's jurisdiction, and resides or transacts business within the county in which the petition for enforcement is brought.

~~(7)~~(9) To hold hearings, subpoena witnesses, compel their attendance, administer oaths, take testimony of any person under oath and require the production for examination of all books and papers relating to any matter under investigation or in question before the commission. The commission may make rules governing the issuance of subpoenas by individual commissioners. Contumacy or refusal to obey a subpoena or temporary emergency order issued pursuant to this section shall be a breach of this chapter and such person shall be liable to a penalty therefore, if adjudged by the ~~circuit or superior court~~ Monroe Circuit Court or other appropriate court, of the payment of a penalty not to exceed three hundred dollars. Each penalty shall be deposited in the general fund of the City; provided, however, that the payment of such penalty by a party shall not impair the commission's ability to grant affirmative relief and compensatory damages to the complainant, should justice so require.

~~(8)~~(10) To state its findings of fact after hearing which statement shall be made in a written opinion containing both the findings of fact and the principles of law applied. All written opinions shall be compiled and maintained as public record and, in making decisions, the commission shall give due consideration to its prior decisions which may be applicable. If a majority of the commissioners who hear the case finds that a person has engaged in unlawful discriminatory practice, the commission shall cause to be served on the person an order requiring the person to cease and desist from the unlawful discriminatory practice and requiring such person to take further affirmative action necessary to effectuate the purposes of this section.

#### **2.23.170 Duties upon a finding of discrimination.**

If unlawful discrimination is found in the area of employment, an order shall be issued requiring the respondent to take such affirmative action the commission may deem necessary to assure justice, including but not limited to hiring, reinstatement, and upgrading of employees or people deprived of employment, with or without compensatory damages to which the complainants would have been entitled had they not been deprived of equal opportunity, meaning wages, salary, or commissions. When an employer has been found to have committed a discriminatory practice in employment by failure to employ an applicant on the basis that the applicant is a veteran, the order to restore the veteran's losses may include

placing the veteran in the employment position with the employer for which the veteran applied.

If unlawful discrimination is found in the area of housing or acquisition of real property, an order may be issued requiring a respondent to take affirmative action, including but not limited to renting, selling, or leasing to a person deprived of equal opportunity. Compensation for the denial of equal opportunity shall be allowed within the discretion of the commission.

If unlawful discrimination is found in the area of public accommodation, an order shall be issued requiring respondent to take affirmative action, including but not limited to providing services, goods, or access to property, reinstatement ~~of~~ membership, reinstatement ~~of~~ membership, posting of notice that a facility is a public accommodation, with or without compensatory damages for a complainant's being denied equal opportunity.

If unlawful discrimination is found in the area of education, an order may be issued requiring a respondent to take affirmative action, including, but not limited to, a review and revision of school boundaries, revision of teaching aids, and materials, human relations training for personnel recruitment of minority people for professional staff, with or without compensatory damages to which the complainant would have been entitled except for the denial of equal opportunity.

If upon all the evidence, the commission finds that a person has not engaged in any such unlawful practice or violation of this section, the commission shall state its findings of fact and shall issue and cause to be served on the complainant an order dismissing the ~~said~~ complaint as to such person.

Judicial review of such cease and desist order, or other final order, or other affirmative action or damages as referred to in this chapter may be obtained by filing in the ~~county circuit or superior courts~~ Monroe Circuit Court or other appropriate court. The scope of review shall be in accordance with the provisions set out in Indiana Code 4-21.5-1 et seq. If no proceeding to obtain judicial review is instituted within thirty calendar days from the receipt of notice by a person that such order has been made by the commission, the commission, if it determines that the person upon whom the cease and desist order has been served is not complying or is making no effort to comply, may obtain a decree of a court for the enforcement of such order in ~~circuit or superior court~~ the Monroe Circuit Court or other appropriate court upon showing that such person is subject to the commission's jurisdiction and resides or transacts business within the county in which the petition for enforcement is brought, or may request the ~~city attorney,~~ commission attorney, or attorney representing the complainant to seek enforcement.

### 2.23.180 Affirmative Action by City Contractors. ~~Affirmative Action by City Contractors.~~

All contractors doing business with the Ccity, except those specifically exempted by regulations promulgated by the human rights commission and approved by the common council, shall take affirmative action to ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran. Affirmative action shall include but not be limited to the issuance of a statement of policy regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran; recruiting in the minority group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like.

Each such contractor shall submit to the human rights commission a written proposal concerning the affirmative action it proposes to take, which proposal must be approved prior to its entering a contract with the Ccity. Said proposal shall be limited to measures similar to those which the Ccity is required to take in its affirmative action with regard to its own employees, as established by the mayor's office and as specified by resolution of the common council.



Each such contractor shall also submit to the human rights commission its policy prohibiting harassment in the workplace. The policy must include a definition of harassment, the name or title of the individual(s) designated to receive and investigate complaints, and a statement that the contractor will not retaliate against an employee for complaining about harassment.

All contracting agencies of the Ceity or any department thereof shall include in all contracts hereafter negotiated or renegotiated by them a provision obligating the contractor to take affirmative action to ensure that the applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran.

Such contracts shall provide further that breach of the obligation to take affirmative action shall be a material breach of the contract for which the Ceity shall be entitled, at its option:

- (A) To cancel, terminate, or suspend the contract in whole or in part;
- (B) To declare the contractor or vendor ineligible for further Ceity contracts;
- (C) To recover liquidated damages of a specified sum.

#### **2.21.0802.23.190 Educational programs.**

In order to eliminate prejudice among the various groups in the Ceity and to further goodwill among such groups, the commission may prepare educational programs designed to emphasize and remedy the denial of equal opportunity because of a person's religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran, its harmful effects, and its incompatibility with the principles of equality.

#### **2.21.0902.23.200 Relationship with Civil Rights Commission.**

The legal department commission may enter into a working relationship with the Indiana Civil Rights Commission to perpetuate the mutual objectives set forth in this chapter and the Indiana Civil Rights Law.

#### **2.21.0952.23.210 Housing discrimination—Definitions.**

This section applies only to cases alleging housing discrimination.5

(a) Definitions:

- (1) "Familial status" means one or more individuals (who have not obtained the age of eighteen years) being domiciled with a parent or another person having legal custody of such individual(s) or the written permission of such parent or other person. The protections against discrimination on the basis of familial status shall apply to any person who is pregnant or in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- (2) "Dwelling" means any building, structure, or part of a building or structure, that is occupied as, or designed or intended for occupancy as, a residence by one or more families; or any vacant land which is offered for sale or lease for the construction or location of a building structure or part of a building or structure that is occupied as, or designed or intended for occupancy by one or more families.
- (3) "To rent" includes to lease, to sublease, to let or otherwise to grant for consideration the right to occupy the premises not owned by the occupant.

(4) "Discriminatory housing practice" includes: (A) practices prohibited by ~~Section 2.21.030(10)~~2.23.120(11) of this code, (B) refusing to rent to an individual or family on the basis of familial status, (C) refusing to allow a tenant with a disability, as defined by ~~Section 2.21.030(15)~~2.23.120(10), to make reasonable modifications of the rented premises at the tenant's expense if such modifications are necessary to afford the tenant full enjoyment of the premises. The landlord may, where it is reasonable to do so, condition permission for the modification(s) on the tenant's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. The landlord may require the tenant to acquire any necessary permits and to perform the modifications in a workmanlike standard. (D) Refusing to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a tenant with a disability, as that term is defined by ~~Section 2.23.120(10)~~2.21.030(15), equal opportunity to use and enjoy a dwelling.

### ~~2.21.097 Housing discrimination—Exemptions.~~

~~This section applies only to cases alleging housing discrimination.~~

#### (b) Exemptions.

~~(1a)~~ Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

~~(2b)~~ Nothing in this section shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this ~~ordinance section~~ prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

~~(3e)~~ Nothing in this section limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.

~~(4d)~~ Nothing in this section regarding familial status ~~applies~~ with respect to housing for older persons, as defined below. As used in this section, "housing for older persons" means housing:

~~(A1)~~ Provided under any state or federal program that the Secretary of the Federal Department of Housing and Urban Development designed and operated to assist elderly persons (as defined in the state or federal program); or

~~(B2)~~ Intended for ~~;~~ and solely occupied by, persons sixty-two years of age or older; or

~~(C3)~~ Intended and operated for occupancy by at least one person fifty-five years of age or older per unit if the following requirements are met: ~~(iA)~~ the existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities and services is not practicable, that such housing is necessary to provide important housing opportunities for older persons; and ~~(iiB)~~ that at least eighty percent of the units are occupied by at least one person fifty-five years of age or older per unit; and ~~(iiiC)~~ the publication of, and adherence to, policies and procedures which

demonstrate an intent by the owner or manager to provide housing for persons fifty-five years of age or older.

(5e) Nothing in this section applies to the following:

(A+) The sale or rental of a single-family house sold or rented by an owner if:  
(iA) The owner does not ~~(i)~~ own more than three single-family houses at any one time; or ~~(h)~~ own any interest in, nor is there owned or reserved on the owner's behalf, under any express or voluntary agreement, title to, or any right to any part of the proceeds from the sale or rental of 2 more than three single-family houses at any one time; and (iiB) The house was sold or rented without the use of the sales or rental facilities or services of a real estate broker, agent, 2 or salesperson licensed under state law.

(B2) The sale or rental of rooms or units in a dwelling containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner maintains and occupies one of the living quarters as the owner's residence.

**2.21.0982.23.220 Hate crime statistics.**

The Bloomington Human Rights Commission may collect data and issue reports on the incidence of hate crimes in the Ceity. Hate crimes include verbal or physical abuse directed at individuals or groups because of their religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran.

**2.21.0992.23.230 Complaints of housing status discrimination.**

In complaints of discrimination on the basis of housing status discrimination, the commission's authority shall typically be limited to voluntary investigations and voluntary mediation.