

**AGENDA**  
**BOARD OF PUBLIC SAFETY REGULAR MEETING**  
**TUESDAY, MAY 19TH, 2020**  
**AT 6:00 P.M.**  
**BLOOMINGTON CITY HALL**  
**401 N MORTON STREET**  
**BLOOMINGTON, IN 47404**

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically. The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/95613674902>

1. CALL TO ORDER
2. VERBAL APPROVAL OF MINUTES  
April 21, 2020
3. Public Hearing on Fire Department Lease of 2917 S. McIntire Drive
4. POLICE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training
  - b. Letters of Appreciation and Commendation
  - c. General Business
  - d. Purchases: Expenditures/Procurements
  - e. Personnel Issues
5. CIRT/ARV DEPLOYMENT REPORT
6. FIRE DEPARTMENT BUSINESS
  - a. Report on Monthly Statistics and Training,
  - b. Letters of Appreciation and Commendation
  - c. General Business
  - d. Purchases: Expenditures/Procurements
    - a. 20-288 Lease Agreement for 2917 S. McIntire Drive
  - e. Personnel Issues
7. OLD BUSINESS
8. NEW BUSINESS
  - a. Verbal Certification of Payroll
9. PETITIONS AND COMMUNICATIONS
10. ADJOURNMENT

**Statement on public meetings during public health emergency:**

*As a result of the Governor's Executive Orders 20-04, 20-08, and 20-09, the Board of Public Safety and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

*- allowing members of the board or its committees to participate in meetings electronically;*

*- posting notices and agendas for meetings solely by electronic means;*

- using electronic meeting platforms to allow for remote public attendance and participation (when possible);

- encouraging the public to attend via the link and submit remote submissions of public comment (via email, to [nikki.mosier@bloomington.in.gov](mailto:nikki.mosier@bloomington.in.gov)).

Please check <https://bloomington.in.gov/boards/public-safety> for the most up-to-date information about how the public can access Board of Public Safety meetings during the public health emergency.

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## **BLOOMINGTON BOARD OF PUBLIC SAFETY**

The Bloomington Board of Public Safety held a Regular Meeting on **Tuesday, April 21st, 2020, at 6:00 p.m.**, Teleconference/Virtual Meeting.

### **CALL TO ORDER**

Board member Susan Yoon called the meeting to order at 6:00 p.m. Other Board members present were: Maqubé Reese, Kim Gray, Luis Fuentes-Rohwer and Rafi Hasan.

Board member Susan Yoon announces that at the start of the meeting they will have a moment of silence for fallen Indianapolis Officer Breann Leath at the request of board member Maqubé Reese.

### **APPROVAL OF MINUTES**

Board members unanimously approve minutes from February 18, 2020 through a roll-call vote by board recording secretary, Nikki Mosier.

### **POLICE DEPARTMENT BUSINESS**

#### **Vote on Promotion Candidate:**

Captain Joseph Qualters requests that Officer Matt Lucas be promoted from Officer First Class to Senior Patrol Officer effective March 23 and that it be applied retroactively because the March meeting was canceled.

Board member Rafi Hasan inquires if the request being implemented retroactively impacts the officer's pay, to which Captain Joseph Qualters states that it will provide a pay increase and allow for it to be from the March date onward.

Board members unanimously approve the promotion of Officer Matt Lucas to Senior Patrol Officer with the status being retroactively applied to March 23, 2020. The vote was completed through a roll-call vote by board recording secretary, Nikki Mosier.

#### **Report on Monthly Statistics, Training and Incident Reports:**

Captain Joseph Qualters reviews new monthly statistics and training saying that there is an overall decline in the number of cases but anecdotally seemed to be an increase in disturbances, domestic batteries and mental health crisis calls during the shutdown. Some trainings were changed due to COVID-19. COVID-19 had a significant impact on the community engagement events and the ability to have some.

#### **Letters of Appreciation and Commendation:**

Captain Joseph Qualters announces there was a letter of appreciation for Officer Nolan Penter from a citizen who did a ride along with Officer Penter and had a great experience.

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General Business:

Police Chief Michael Diekhoff states the department is roughly down 30 percent on calls for service. He states it seems like there are more domestics and robberies but those calls seem more prevalent in the absence of other calls. He states there is success in solving those robberies.

Police Chief Michael Diekhoff describes changes during COVID-19 such as increasing online and phone reports, officers wearing masks when entering a small space, and officers not going to the station unless necessary.

Board member Rafi Hasan asks about hate crimes or discrimination against Asians or Asian-Americans in the community. He also inquired if there was something that could be on the BPD Facebook page to explain what victims of bias or hate incidents can do to report those incidents.

Police Chief Michael Diekhoff addresses his concerns and offers to put something on the website on how to report that.

Board member Maqubé Reese asks about people protesting the stay at home order in Bloomington and the police involvement in that.

Police Chief Michael Diekhoff addresses her concerns.

Purchases: Expenditures/Procurements:

Police Chief Michael Diekhoff states he is not sure of timing but that there are some large ones for the building project for the evidence storage facility.

Personnel Issues:

Police Chief Michael Diekhoff states they have eight openings and that they had their first virtual swear-in of an officer who is already certified through the academy. Police Chief Michael Diekhoff states there are three they are wanting to hire.

Resolution 20-01: Extending the one year probationary period for the Bloomington Police Department due to the ongoing public health emergency:

City Attorney Mike Rouker states that with COVID-19 the Indiana Law Enforcement Academy (ILEA) has closed down and that the resolution extends the probationary status for officers until they can complete the academy and the FTO program.

Board member Susan Yoon inquires about the open-ended nature of the resolution.

City Attorney Mike Rouker addresses her concerns.

Police Chief Michael Diekhoff states that the state has extended that requirement from within one year of hiring to within two years.

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Board members unanimously approve Resolution 20-01 through a roll-call vote by board recording secretary, Nikki Mosier.

CIRT/ARV Deployment Report:

There was no CIRT/ARV deployment.

**FIRE DEPARTMENT BUSINESS**

Report on Monthly Statistics, Training and Incident Reports:

Fire Chief Jason Moore states they have had an increase in calls, particularly fires, which are related to people being home. He states inspections are down and that the department is only doing emergency inspections.

Fire Chief Jason Moore states that they have moved to online platform.

Letters of Appreciation and Commendation:

There are none to report at this time.

General Business:

Fire Chief Jason Moore states that they have five probationary fire fighters in training.

Board member Maqubé Reese thanks firefighters for support for Monroe County food train

Purchases: Expenditures/Procurement:

Fire Chief Jason Moore states there has been about \$25,000 for Personal Protective Equipment (PPE) due to COVID-19. He states they have held off on the other large expenditures for the moment. He states there will be some for new apparatus for about \$540,000 for a new engine and \$1.5 million for another aerial.

Personnel Issues:

Board member Susan Yoon requests an amendment to the agenda to allow for the board to promote some probationary fire fighters to the rank of first class.

Board members unanimously approve the amendment to the agenda through a roll-call vote by board recording secretary, Nikki Mosier.

Fire Chief Jason Moore recommends Bill Abram for promotion from probationary fire fighter to the rank of first class, effective April 21, 2020.

Board members unanimously approve the promotion of Bill Abram through a roll-call vote by board recording secretary, Nikki Mosier.

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Fire Chief Jason Moore recommends Logan Deck for promotion from probationary fire fighter to the rank of first class, effective April 21, 2020.

Board members unanimously approve the promotion of Logan Deck through a roll-call vote by board recording secretary, Nikki Mosier.

Fire Chief Jason Moore recommends Jaime Hodges for promotion from probationary fire fighter to the rank of first class, effective April 21, 2020.

Board members unanimously approve the promotion of Jaime Hodges through a roll-call vote by board recording secretary, Nikki Mosier.

Fire Chief Jason Moore recommends Shaun Huttenlocker for promotion from probationary fire fighter to the rank of first class, effective April 21, 2020.

Board members unanimously approve the promotion of Shaun Huttenlocker through a roll-call vote by board recording secretary, Nikki Mosier.

Fire Chief Jason Moore recommends Kody Waggoner for promotion from probationary fire fighter to the rank of first class, effective April 21, 2020.

Board members unanimously approve the promotion of Kody Waggoner through a roll-call vote by board recording secretary, Nikki Mosier.

Fire Chief Jason Moore states that they have two firefighters on light duty and two openings as well as five probationary firefighters in training.

### **OLD BUSINESS**

There were no items under Old Business.

### **NEW BUSINESS**

#### **Verbal Certification of Payroll:**

Fire Chief Jason Moore states that fire payroll is correct.

Police Chief Michael Diekhoff states that police payroll is correct.

### **PETITIONS AND COMMUNICATIONS**

Board recording secretary Nikki Mosier states there are no public comments.

### **CONDITIONAL OFFER OF EMPLOYMENT**

Police Captain Ryan Pedigo requests an addendum to the agenda so he can offer the conditional offer of employment to three applicants.

Board member Susan Yoon requests the agenda be amended to consider the conditional offers of employment.

Board members unanimously approve request to amend the agenda through a roll-call vote by board recording secretary, Nikki Mosier.

Police Captain Ryan Pedigo requests the ability to extend a conditional offer of employment of Javier Charlier, effective April 7, 2020.

Board members unanimously approve request to extend a conditional offer of employment effective April 7, 2020 for Javier Charlier through a roll-call vote by board recording secretary, Nikki Mosier.

Police Captain Ryan Pedigo requests the ability to extend a conditional offer of employment of Elijah Britton, effective April 7, 2020.

Board members unanimously approve request to extend a conditional offer of employment effective April 7, 2020 for Elijah Britton through a roll-call vote by board recording secretary, Nikki Mosier.

Police Captain Ryan Pedigo requests the ability to extend a conditional offer of employment of Jonathan Hoppe, effective April 7, 2020.

Board members unanimously approve request to extend a conditional offer of employment effective April 7, 2020 for Jonathan Hoppe through a roll-call vote by board recording secretary, Nikki Mosier.

**ADJOURNMENT**

Board member Kim Gray made a motion to adjourn the meeting. Meeting adjourned at 7:02 p.m.

Respectfully submitted,  
Nicole DeCriscio Bowe, Recording Secretary  
Board of Public Safety

**The minutes of the April 21st, 2020 Board of Public Safety Meeting were approved this 19th day of May, 2020.**

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**COMMERCIAL LEASE AGREEMENT**

**Landlord: Bloomington Properties Trust, LLC**

**Tenant: City of Bloomington Fire Department**



## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is entered into by and between the City of Bloomington Fire Department ("Tenant") and Bloomington Properties Trust, LLC, ("Landlord" and/or "Owner"), upon the following terms and conditions:

### ARTICLE 1: Premises

#### Section 1.01 Lease and Description.

Landlord now leases to Tenant a portion of the commercial space at 2917 S McIntire Drive, Bloomington, IN 47403 ("the Building"), specifically the southern 6,000 square foot +/- commercial space of the Building, commonly known as "Suites "C", "D" and "E" ("the Premises").

#### Section 1.02 Condition of Premises.

Tenant accepts the Premises (including plumbing, heating, air conditioning, and electrical systems) in good working condition. Any subsequent damages to Premises beyond that of normal wear and tear shall be charged to Tenant. Prior to the commencement of the Base Term (Section 2.01), Landlord and Tenant shall conduct a joint walk-through of the Premises for purposes of ascertaining that the Premises are in good working condition, and to document any damage or defect of the Premises predating Tenant's occupancy.

Landlord agrees to build out the Premises as shown in Addendum "A" attached hereto.

Tenant shall provide, at Tenant's sole expense, all Tenant improvements required to operate Tenant's business, including all materials and equipment, subject to prior written approval of the improvements by Landlord.

#### Section 1.03 Owner of the Premises.

The current owner of the Premises and Building is Bloomington Properties Trust, LLC (the "Owner" and "Landlord"). Owner warrants that the Premises and Building are held in fee simple.

### ARTICLE 2: Term and Possession

#### Section 2.01 Base Term.

The base term of the Lease shall be for 6 months, and shall commence on July 1, 2020, and end on December 31, 2020, ("Base Term"). Landlord shall secure all required occupancy or other permits prior to the commencement of the Base Term. If Tenant cannot begin occupancy on July 1, 2020 due to any failure by Landlord to secure required permits or otherwise comply with the terms of this Agreement, and/or if the office portion of the premises is incomplete on July 1, 2020, the monthly rent shall be pro-rated based on the square footage used by the tenant compared to the total square footage of the premises until such time as occupancy is permitted and/or the office space is completed.

Notwithstanding the foregoing, Landlord shall ensure that the storage area of the Premises is available, finished, secured and properly permitted for Tenant to store and perform maintenance

on equipment therein no later than July 1, 2020. Landlord shall pay Tenant liquidated damages of One Hundred Dollars (\$100.00) per day that the storage area remains unavailable to Tenant for the purposes described.

#### Section 2.02 Option to Extend.

Provided Tenant is not in default under the terms of the Lease, Tenant shall have the option to extend the Lease for five additional, consecutive one-year periods ("Option Term(s)") commencing at the expiration of the Base Term or subsequent Option Term. Tenant shall exercise its first option to extend by written notice sent at least ninety (90) days prior to the expiration of the initial term of the Lease and any subsequent option term or within seven (7) days of approval of the City of Bloomington budget by the Bloomington City Council, whichever is later.

#### Section 2.03 Failure to Appropriate Funds.

If funds for the continued fulfillment of this Agreement by Tenant are at any time not forthcoming or are insufficient, through failure of any entity, including the Tenant itself, to appropriate funds or otherwise, then the Tenant shall have the right to terminate this Agreement, subject to the terms of Section 4.01 herein.

### **ARTICLE 3: Occupancy and Use**

#### Section 3.01 Occupancy.

Tenant shall use and occupy the Premises for any and all commercial endeavors allowed by the City of Bloomington Unified Development Ordinance in its current form, or as may be amended/adopted from time to time, and shall not use the Premises for any other purpose except with the prior, written consent of Landlord.

#### Section 3.02 Use of Premises--Rules and Regulations.

Tenant shall use the Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Premises; and shall comply with and obey all laws, regulations, and orders of any governmental authority or agency, and all reasonable directions of Landlord, including such Premises and Building rules and regulations as Landlord may from time to time promulgate on reasonable written notice to Tenant.

Landlord and Tenant expressly agree that Tenant's intended use of the Premises is commercial. Tenant represents and warrants that this use, or any other use of the Premises or the Building, will be in compliance with the City of Bloomington Unified Development Ordinance and with the occupancy limits and requirements of the Indiana Building and Fire Codes. Tenant further represents and warrants that their use of the Premises and the Building shall conform with the City of Bloomington Unified Development Ordinance and the current use as defined by Indiana Building and Fire Codes. If the use changes, such that it would be considered a change of use as defined by the Indiana Building and Fire Codes such change of use will be considered a Default, subject to the terms and conditions of Article 10: Remedies Upon Default.

The Building is a non-smoking environment. Tenant shall take necessary steps to ensure its employees and patrons do not violate this rule.

Section 3.03 Rights Reserved to Landlord.

Landlord shall have the following rights exercisable with 48-hour notice and without liability to Tenant for damage or injury to property, persons or business (except for Landlord's negligence), and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for off-sets or abatement of rent:

- a. To designate and/or approve, prior to installation, all type of window coverings of the Building, and to control all internal lighting and signage that may be visible from outside the Building;
- b. To have 24/7 contact information in case of emergencies;
- c. To enter the Premises and Building to make inspections or repairs in or to the Premises or the Building or to exhibit Premises or Building to a prospective tenant, purchasers or others, at regular business hours with prior notice to Tenant and at any time in the event of an emergency;
- d. To approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and Building and to require all such items to be moved at Tenant's sole risk and responsibility;
- e. To decorate, alter, repair, or improve the Premises or the Building at any time, and Landlord and its representatives for that purpose may erect scaffolding and all other necessary structures on or about the Building and may close or temporarily suspend operations of entrances, doors or other facilities. In the exercise of its rights under this subparagraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business; Landlord shall provide a minimum of 48-hours advance notice of any scheduled activity which could affect the operation of Tenant's business such as an interruption of electricity to the building; and
- f. To do or permit to be done any work in or about the Premises, Building, or any adjacent or nearby building, land, street, or alley and such work will not prevent access to Premises or the Building.

**ARTICLE 4: Rent**

Section 4.01 Monthly Rent.

The parties agree to an annual 2.5% increase of rent, commencing the 1st day of each calendar year's Option Term.

Tenant agree to pay monthly rent during the Base Term as follows:

Base Term \$4,275.00 per month July 1, 2020, to December 31, 2020.

Option Term 1 January1, 2021, to December 31, 2021;  
Rent shall be \$4,381.88 per month beginning January 1, 2021

Option Term 2 January1, 2022, to December 31, 2022  
Rent shall be \$4,491.42 per month beginning January 1, 2022

Option Term 3 January1, 2023, to December 31, 2023  
Rent shall be \$4,603.71 per month beginning January 1, 2023

Option Term 4 January1, 2024, to December 31, 2024  
Rent shall be \$4,718.80 per month beginning January 1, 2024

Option Term 5 January1, 2025, to December 31, 2025  
Rent shall be \$4,836.77 per month beginning January 1, 2025

Tenant shall pay rent in advance on the first day of each calendar month.

There shall be a penalty of two (2) months of the then Base Rent in the event Tenant does not exercise Option Term 1. If Tenant exercises Option Term 1, there shall be a penalty of one (1) month of the then Base Rent in the event Tenant does not exercise Option Term 2.

Section 4.02 Common Area Maintenance Fee.

In addition to the rent payment, Tenant shall pay a common area maintenance fee ("CAM Fee"), which shall serve to defray Landlord's costs for maintenance; shared utilities, exterior lighting, snow removal, lawn care, common dumpster fees if any, and other common expenses of operating the Building. The CAM Fee shall be billed to Tenant on a biannual basis based on Tenant's percentage of leased space. Landlord shall document all expenses included in each CAM billing.

Section 4.03 Insurance.

Tenant shall reimburse Landlord for Tenant's share of Landlord's cost of fire and extended coverage insurance on the building. This cost shall be billed to Tenant on a biannual basis based on Tenant's percentage of leased space. Tenant shall maintain insurance on all personal property and contents, which belong to Tenant pursuant to Article 5 of the Lease.

Section 4.04 Utilities.

Tenant shall be responsible for paying for gas, electric, water, and sewer utility products and services for the Premises from the commencement date until the expiration or termination of the Lease term and any renewal period. Tenant shall contract directly with the telephone and cable utility providers and be solely responsible for payment of the same.

#### Section 4.05 Payment of Rent.

All rent and other payments shall be payable to Bloomington Properties Trust, LLC at P.O. Box 6045, Bloomington, IN 47407, or to such other person or place as Landlord may later designate in writing. Landlord agrees to accept electronic transfer as a method of payment if requested by Tenant.

#### Section 4.06 Late Payment of Amounts Due.

Tenant agrees that if rent or other amounts due under this section are paid later than five (5) days after they become due, there will be a charge for late payment equal to five percent (5%) of the monthly rent. Payment shall mean a mailing postmarked five (5) or more days in advance of the due date or actual receipt by Landlord.

A check issued on non-sufficient funds (NSF) shall be considered a nonpayment of rent. Charges for late payment of rent under the Lease shall apply, in addition to any other penalty or protest fee allowed by law for a NSF check.

### **ARTICLE 5: Insurance and Indemnity**

#### Section 5.01 Fire and Miscellaneous Insurance.

Tenant shall maintain insurance on all personal property and contents that belong to Tenant. On securing the foregoing coverage, Tenant shall give Landlord written notice, together with a certified copy of the appropriate policies or insurance certificates.

#### Section 5.02 Liability Insurance.

Tenant shall be responsible and liable, as between Landlord and Tenant, for all damages to person and property upon the Premises and Building due to Tenant's occupancy and use. Tenant shall indemnify Landlord and Owner and save and hold Landlord and Owner harmless from all such claims. Tenant shall maintain commercial general liability, premises liability, and property damage insurance coverage with limits of at least One Million Dollars (\$1,000,000) Combined Single Limits, with an insurance carrier that is rated no less than "A" by Bests, naming Landlord, Owner, and Tenant as insureds. Tenant shall provide Landlord with an Accord Form 25 certificate from the insurer indicating Landlord and Owner's status as insured.

#### Section 5.03 Waiver of Claims.

Landlord and its agents shall have no liability to Tenant for any damage to the property of Tenant, located in or about the Premises or Building, no matter what the cause other than damages to Tenant's property resulting from Landlord's negligence or breach of the Lease. Tenant waives all claims for recovery from Landlord except as provided above, and agrees that all fire and extended coverage insurance, which is carried by Landlord with respect to property located in or about the Premises or Building, shall be endorsed with a clause permitting waiver of rights of recovery prior

to a loss so long as such clause is available. No such occurrence shall be deemed to be an actual or constructive eviction from the Premises or Building or result in an abatement of rental, except as provided in Article 11, Damage by Fire and Eminent Domain.

Section 5.04 Indemnity.

Tenant shall indemnify and hold Landlord and Owner harmless from any liability arising out of Tenant's use and occupancy of the Premises or Building for damages to any person or property in, on or about the Premises or Building.

**ARTICLE 6: Construction, Maintenance, Repair, and Alterations of Premises and Improvements**

Section 6.01 Construction, Maintenance and Repair of Premises and Building.

a. Landlord agrees to be responsible for all costs associated with the construction of the Building including, but not limited to, building permit costs, architecture costs and engineering costs except for a one time Tenant payment of \$18,500.00 toward the excess cost of the improvements Tenant's specialized needs. Tenant shall make this payment on or before August 15, 2020 or within forty-five (45) days following the issuance of a certificate of occupancy for all portions of the Premises, whichever occurs later. Landlord will finish the space per the plans and specifications in Exhibit A attached hereto.

b. Landlord agrees to repair and maintain all structural components of the Premises and the Building as well as repair any mechanical, electrical and plumbing problems (except for damage or repairs caused by Tenant, its employees or invitees).

c. Tenant shall be responsible to Landlord for all damage to the Premises or Building that arises out of the Tenant's use and occupancy. Tenant is responsible for all routine cleaning within the leased Premise. Landlord is responsible for all repairs and maintenance of the interior of the Building including routine HVAC (semi-annually), plumbing, and electrical systems of the Premises and the Building.

Section 6.02 Alterations to Premises, Improvements.

Landlord shall not be obligated and Tenant shall not be permitted to make any alterations, additions, repairs, improvements or decorations to the Premises except as specifically provided for in the Lease or as specifically agreed between Landlord and Tenant in a separate writing. Any approved alterations, repair or improvements shall be made by a contractor approved by Landlord at Landlord's expense. Tenant shall not affix or cause to be affixed to the Premises or the Building, including the windows, any sign, advertisement or notice without the written consent of Landlord.

Section 6.03 Signage.

All signage shall be approved in writing by Landlord and shall comply with Federal, State, and Local laws, rules, regulations and ordinances. All signs must conform to the City of Bloomington Sign Code. All signage must be in good repair and maintained at Tenant's expense.

Section 6.04 Fixtures.

In the absence of a written agreement to the contrary, all alterations, repairs or improvements except unattached movable trade fixtures, office furniture, and equipment of Tenant shall be and remain the property of Landlord. Fixtures may not be added to the Premises or the Building during the term of the Lease without consent of Landlord. Notwithstanding the foregoing, the parties agree that Tenant may install Gear Extractors in the Premises, and Tenant will retain ownership of the Gear Extractors and remove them at the end of the Tenancy.

#### **ARTICLE 7: Liens**

Tenant shall keep the Premises and Building free from any liens created or suffered by Tenant, including but not limited to mechanic's and materialmen's liens. In the event any lien is filed against the Premises or Building by virtue of an act or failure to act on the part of the Tenant, Landlord shall have the right, but no obligation, to pay the amount of such lien to cause its release and such amount shall be considered additional rent to be paid to Landlord by Tenant on demand with interest at eight percent (8%) per year from the day of recording of the lien. All liens and encumbrances created or suffered by Tenant shall attach to Tenant's interest only.

#### **ARTICLE 8: Assignment and Subletting**

Tenant shall not assign the Lease nor sublet the Premises or Building in whole or in part without express written approval of Landlord.

#### **ARTICLE 9: Default and Opportunity to Cure**

Landlord may find that a potential default has occurred if one or more of the following occur:

- a. Failure by the Tenant to maintain any payment(s) due under this Lease Agreement;
- b. A violation of any material term or condition of this Lease Agreement.

Upon Landlord's determination that a default has occurred, Landlord will provide Tenant with written notice of the potential default, a statement of corrective action that is required to cure the potential default, and the required reasonable time period within which corrective action must be taken, which said reasonable time period shall not be less than thirty (30) days. If Tenant fails to correct the potential default to Landlord's satisfaction within the time period specified by Landlord, Landlord will issue a notice of default to Tenant.

#### **ARTICLE 10: Remedies Upon Default**

If a Default occurs, Landlord shall have the rights and remedies set forth in this Section, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive Landlord of any other rights or remedy allowed it by law:

- a. Landlord may terminate the Lease by giving to Tenant notice of Landlord's intention so to do, in which event the term of the Lease shall end, and all right, title and interest of Tenant under the Lease shall expire, on the date stated in such notice; or
- b. Landlord may take possession of the Premises and Building and shall make reasonable efforts to relet the Premises and Building without such action being deemed an acceptance of a surrender of the Lease or in any way terminating Tenant's liability under the Lease; and Tenant shall remain liable to pay all amounts due under the Lease, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting. Should the sum realized from such reletting by Landlord, after

deducting the expense of reletting, be less than the rentals due under the Lease, Tenant agree to pay such deficiency each month upon demand by Landlord. In any event, Landlord may attempt to find a new tenant for the Premises and Building, and hold Tenant liable for all unpaid rents during the full term of the Lease, all without waiving Landlord's rights to all other legal remedies. Further, Tenant shall pay reasonable attorney's fees in the enforcement of any provision of the Lease.

## **ARTICLE 11: Damage by Fire and Eminent Domain**

### Section 11.01 Fire or Casualty.

If all or any substantial part of the Premises or Building is damaged or made untenable by fire or other casualty, cause, condition, or thing, whether or not the Premises or Building are damaged, and Landlord determines not to restore it, Landlord may, by notice to Tenant given within ninety (90) days after such damage, terminate the Lease. If all the Premises are untenable, all rent shall abate from the date of the fire or other relevant cause, condition or thing until the Premises and Building are substantially restored and reasonably accessible for occupancy by Tenant, or the Lease is terminated. If part of the Premises or Building is untenable, rent shall be prorated on a per diem basis and apportioned in accordance with the part of the Premises or Building, which is usable by Tenant until the damaged part is ready for Tenant's occupancy, or the Lease is terminated. In all cases, except the 90-day period specified in first sentence of this Article, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties, or any cause beyond Landlord's reasonable control. Landlord shall have no duty to repair, restore or replace Tenant's fixtures or improvements, including, but not limited to, wall and floor coverings, light fixtures, built-in cabinets and bookshelves.

### Section 11.02 Eminent Domain.

If all or any substantial part of the Premises or Building or, at the option of Landlord, if a substantial part of the Premises or Building shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of the Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the award to or for the benefit of Tenant, except that Landlord shall not be entitled to any award made to Tenant for loss of business, depreciation to or cost of removal of stock and fixtures.

## **ARTICLE 12: Surrender of Premises**

### Section 12.01 Holdover.

Should Tenant holdover the term of the Lease, Tenant's occupancy shall convert to a month-to-month tenancy. Tenant shall pay the most recent monthly rent plus a penalty fee of 5% of the monthly rent for each month or portion thereof of the holdover.

### Section 12.02 Removal of Property.

At the end of the term or other sooner termination of the Lease, Tenant will peaceably deliver to Landlord possession of the Premises, together with all improvements or additions, whether made



by Landlord or Tenant subject to the terms of this Agreement, in the same condition as received or first installed, ordinary wear and tear, condemnation, and damage by fire, earthquake, Act of God, or the elements alone excepted. In addition to holdover remedy, Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises and Building, including without limitation, any claims made by any succeeding tenant founded on such delay. Tenant's obligation to pay for the removal of such fixtures, furniture, and equipment and the repair of such damage shall survive the termination of the Lease.

**ARTICLE 13: Waiver**

The waiver by Landlord and/or Tenant of any term, covenant, or condition contained in the Lease shall be in writing, and a waiver in one instance shall not be deemed to be a waiver of such term, covenant or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent or other performance under the Lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of the Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent or other performance, unless Landlord shall specifically so state in writing.

**ARTICLE 14: Notices**

All notices, requests, demands, and other communications required or permitted under the Lease will be in writing and will be deemed to have been duly given when delivered by hand or received by certified or registered mail, return receipt requested, with postage prepaid to the parties as follows:

Tenant: City of Bloomington Fire Department: ATTN Jayme Washel  
300 East 4<sup>th</sup> Street  
Bloomington IN 47408

Landlord: Bloomington Properties Trust, LLC  
P.O. Box 6045, Bloomington, IN, 47407

or to such other person or to such other place as either party may from time to time designate in writing to the other.

**ARTICLE 15: Quiet Enjoyment**

Landlord covenants that Tenant, upon paying the rent and performing each and every covenant and agreement contained in the Lease, shall peacefully and quietly hold, occupy and enjoy the Premises and Building and any common areas throughout the term and any renewal, without molestation or hindrance by Landlord.

**ARTICLE 16: Miscellaneous Provisions**

Section 16.01 Governing Law.

The Lease shall be governed by the laws of the State of Indiana.

Section 16.02 Sole Agreement of the Parties.

The Lease constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

Section 16.03 Air and Light.

The Lease does not grant or guarantee Tenant a continuance of light and air over any property adjoining the Premises and Building.

Section 16.04 Costs and Expenses of Enforcement.

If either party shall breach or default in the performance of any obligations of the Lease, the party in breach shall pay all costs incurred by the other party in enforcing or performing such obligations, including all related Court costs and reasonable attorney's fees.

Section 16.05 Successors and Assigns.

Except as limited by the Lease, the Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 16.06 Addenda.

Any riders and addenda attached to the Lease and signed by Landlord and Tenant are made a part of the Lease and incorporated in the Lease by reference.

Section 16.07 No Option.

Submission of the Lease for examination or signature by Tenant does not constitute a reservation of or option for the Premises and Building. This instrument becomes effective as a Lease only upon execution and delivery by both Landlord and Tenant.

Section 16.08 Authority.

The undersigned persons executing the Lease represent and certify that they are duly authorized and fully empowered to execute and deliver the Lease, and that they have the right to enter into the Lease.

Section 16.09 Recording.

The Lease or a memorandum of the Lease may be recorded by either party.

Section 16.10 Legal Construction.

In case any one or more of the provisions contained in the Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease and the Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Lease.

Section 16.11 Amendment.

No amendment, modification, or alteration of the terms of the Lease shall be binding unless it is in writing, dated subsequent to the date of the Lease, and duly executed by the parties.

Section 16.12 Rights and Remedies Cumulative.

The rights and remedies provided by the Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 16.13 Time of Essence.

Time is of the essence of the Lease.

Section 16.14 Exculpation of Landlord.

If Bloomington Properties Trust, LLC shall convey title to the Premises and Building pursuant to a sale or exchange of property, Bloomington Properties Trust, LLC shall not be liable to Tenant or any immediate or remote assignee or successor of Tenant as to any act or omission under this Agreement from and after such conveyance.

Section 16.15 Headings.

Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 16.16 Subordination, Nondisturbance, and Attornment.

Landlord reserves the right to subject and subordinate the Lease to the lien of any mortgage currently or subsequently placed upon the Premises or Building, subject to the non-disturbance of Tenant's peaceful possession of the Premises and Building so long as Tenant is not in Default beyond all applicable cure periods. Tenant further agrees upon request of Landlord to execute a Subordination and Attornment agreement, estoppel certificate and/or any other document required by Landlord or Landlord's Mortgagee, within ten (10) days of Tenant's receipt of such document(s). The estoppel certificate shall contain representations required by Landlord's mortgagee or Landlord including, but not limited to, the following information certified by the person executing it on behalf of Tenant: (a) Whether or not Tenant is in possession of the Premises or Building; (b) Whether or not the Lease is unmodified and in full force and effect. (If there has been a modification of the Lease the certificate shall state that the Lease is in full force and effect as modified and shall set forth the modification); (c) Whether or not Tenant contends that Landlord is in default under the Lease in any respect; (d) Whether or not there are then existing set-offs or defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant and if so specify the same; and (e) The dates to which any rent, CAM Fee, or additional rent or deposits have been paid in advance.

Tenant shall, in the event that any proceedings are brought for the foreclosure of any mortgage made by Landlord covering the Premises or Building, attorn to the Purchaser upon such foreclosure and recognize such Purchaser as Landlord under the Lease.

Section 16.17 Electronic Transmission of Contract

The parties agree that this Contract may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To evidence the parties' agreement to the Lease, they have signed and delivered it on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Landlord:  
**Bloomington Properties Trust, LLC**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, printed

Tenant:

**City of Bloomington Fire Department**

**Bloomington Board of Public Safety**

\_\_\_\_\_  
Jason Moore, Fire Chief

\_\_\_\_\_  
Susan Yoon, Chairperson

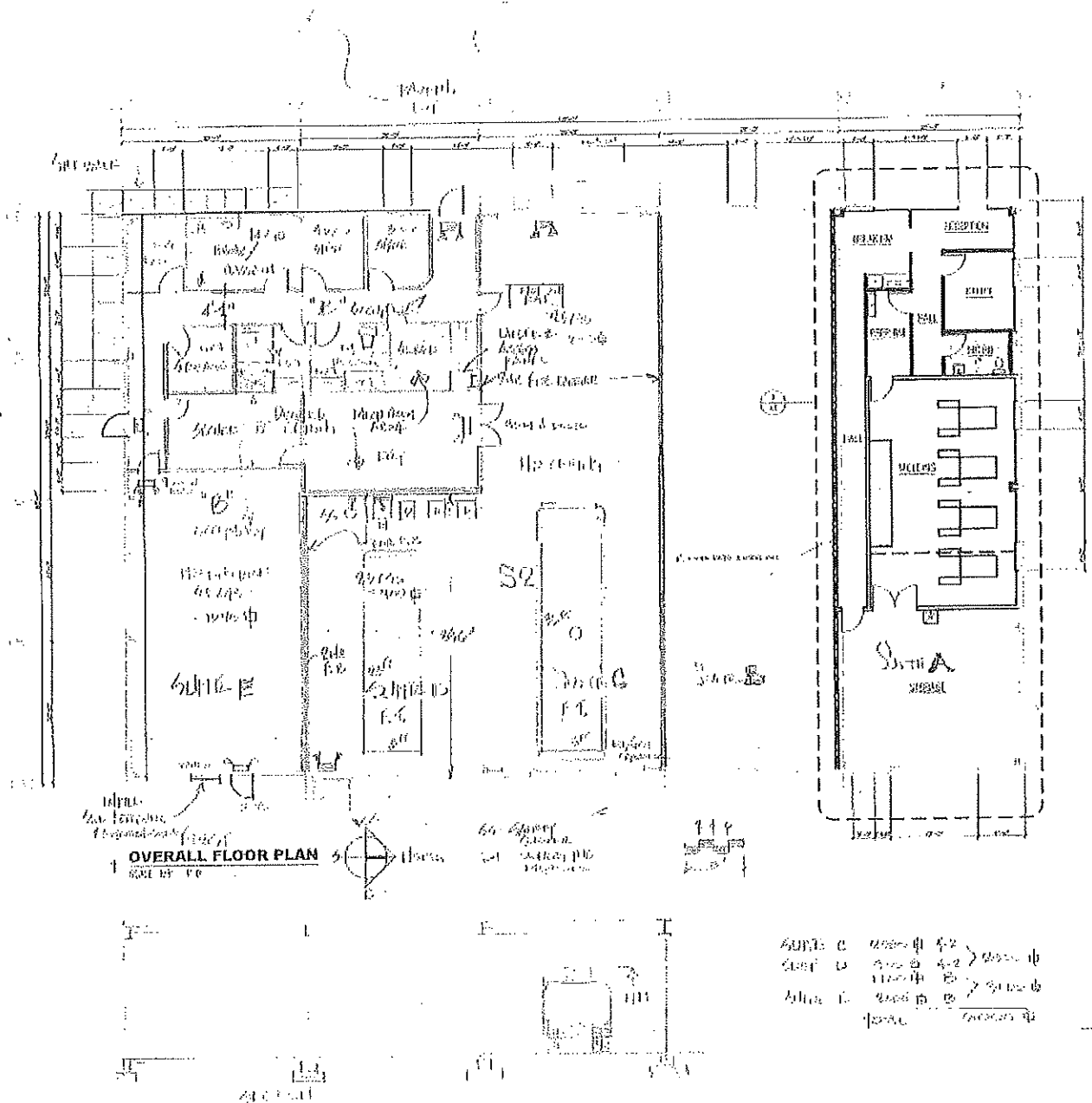
**City of Bloomington**

\_\_\_\_\_  
John Hamilton, Mayor

# EXHIBIT "A"

Landlord will finish the space per the plans and specifications in this Exhibit A.

## FLOOR PLAN



## EXHIBIT "A" CONTINUED SPECIFICATIONS

Progress Construction

Project Specifications  
BPT Suites C-D-E

April 28, 2020

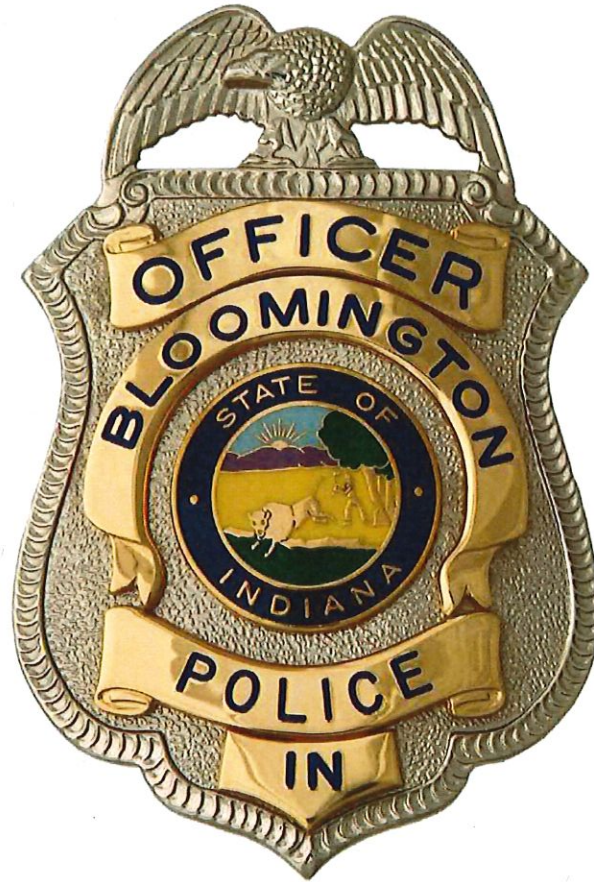
Division	Manufacture	Color	Model #	Supplier	Note
<b>Doors &amp; Hardware</b>					
Metal Door Frames HM / KD	Steelcraft	N/A	DM Series	Indiana Door & Hardware	
Commerical Wood Birch 1-3/4" Doors	Trudoor	Unfinished Paint Grade	Not Rated	Trudoor	
Metal Doors	Steelcraft	N/A	60 & 90 Min.	Indiana Door & Hardware	
Locksets	Yale	26D	Grade 2 Commerical	Indiana Door & Hardware	
Door Closer	LCN	Aluminum Finish	4401	Indiana Door & Hardware	
Hinges	Hager	26D	Ball Bearing	Indiana Door & Hardware	
<b>Finishes</b>					
Walls	Sherwin Williams	Tenant Choice	Pro Spec 200 Eggshell	Sherwin Williams	
Door Frames Metal	Sherwin Williams	Tenant Choice	Pro Spec 200 Satin	Sherwin Williams	
Doors Metal	Sherwin Williams	Tenant Choice	Pro Spec 200 Satin	Sherwin Williams	
Doors Wood	Sherwin Williams	Tenant Choice	Pro Spec 200 Satin	Sherwin Williams	
<b>Floor Coverings</b>					
Concrete Sealer & Cure	BASF	Clear	Mastercure HD 100WB	Jobsite Supply	
Celling Tile	Armstrong	White/Frost	2' x 2' 704 Reveal Edge	FBM	
Celling Grid	USG	White	2' x 2' Donn DX	FBM	
Celling Lights	Lithonia	White with Prismatic Lens	2' x 2' LED 32 Watt		

# Bloomington Police Department

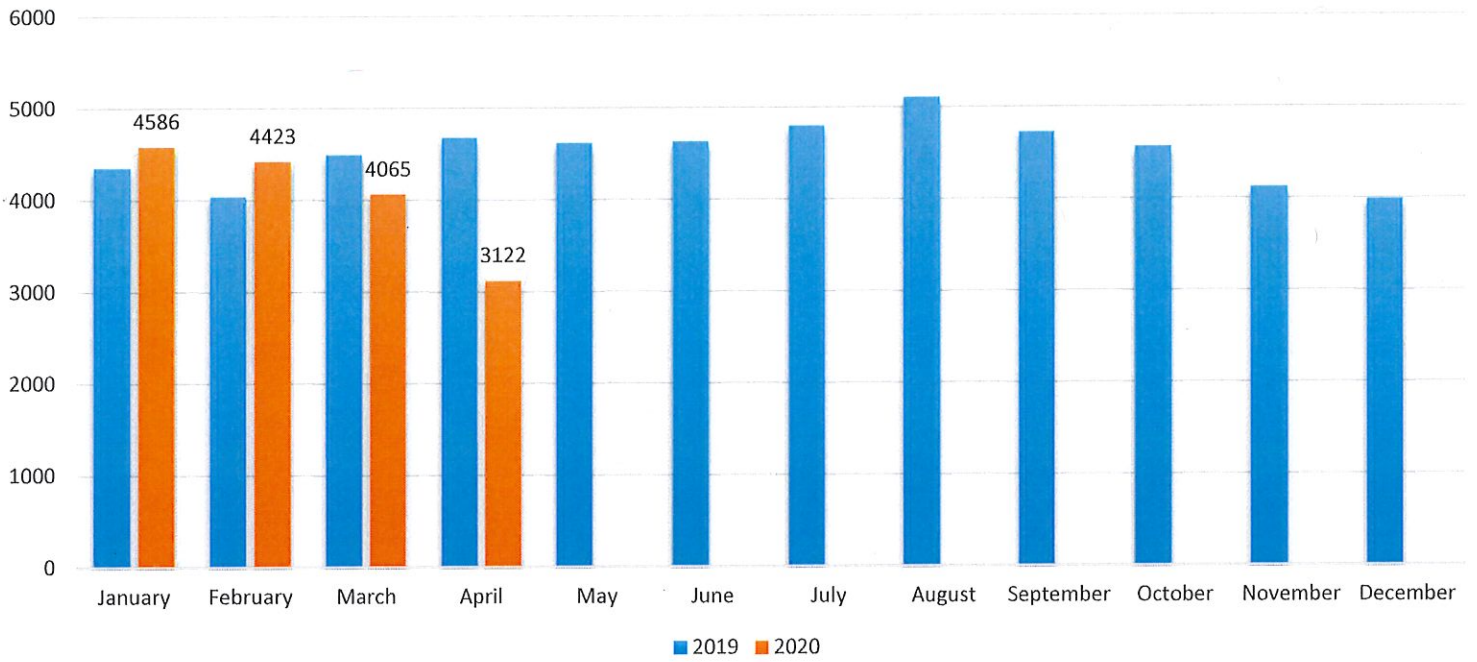
## Board Of Safety

### Statistical Report

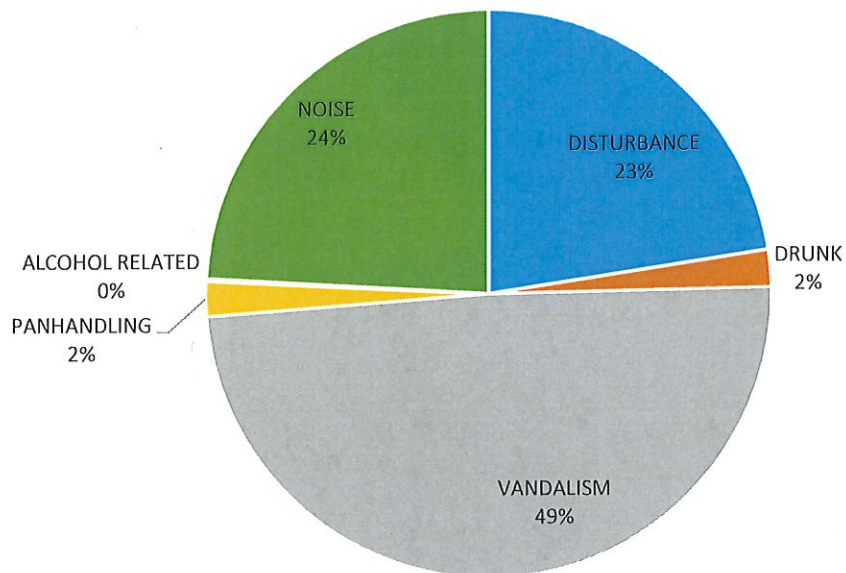
April 2020



### 2019-2020 Calls For Service Totals

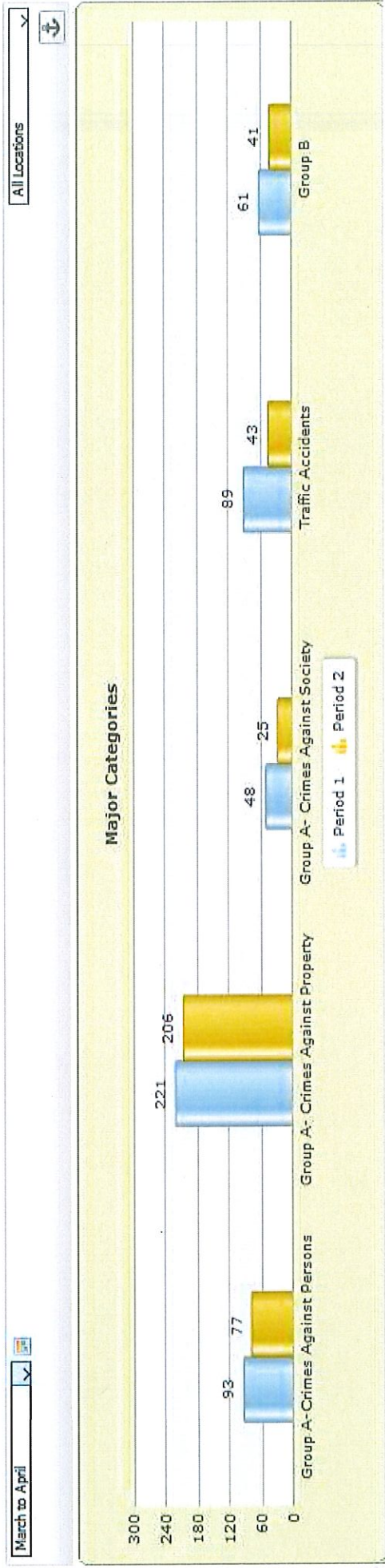


### April 2020 Nuisance Calls for Service

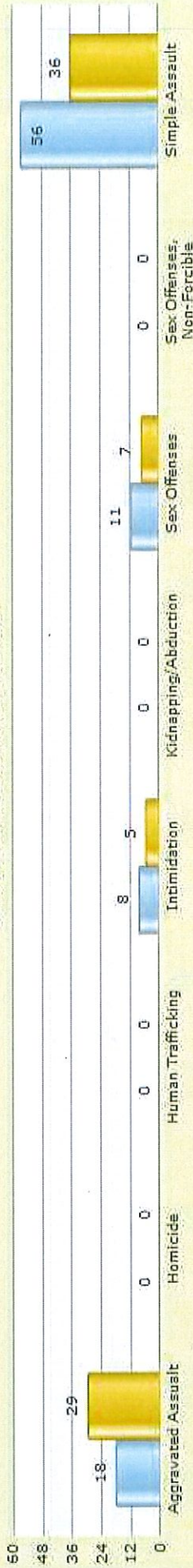




All of the Case data below is based on new NIBRS categories; however, calculated close to UCR, only counting one hierarchy crime per case. These numbers will not match what is reported to NIBRS.



### Group A-Crimes Against Persons



Legend: ■ Period 1 ■ Period 2

Chart: **Period Differences**

Category	Period 1	Period 2	Total	Difference
<b>A</b> Aggravated Assault	18	29	47	61.11%
<b>H</b> Homicide	0	0	0	0%
<b>H</b> Human Trafficking	0	0	0	0%
<b>I</b> Intimidation	8	5	13	-37.5%
<b>K</b> Kidnapping/Abduction	0	0	0	0%
<b>S</b> Sex Offenses	11	7	18	-36.36%
<b>N</b> Sex Offenses, Non-Forcible	0	0	0	0%
<b>A</b> Simple Assault	56	36	92	-35.71%

Crime Rates: 15.95%

Avg: 12.75%



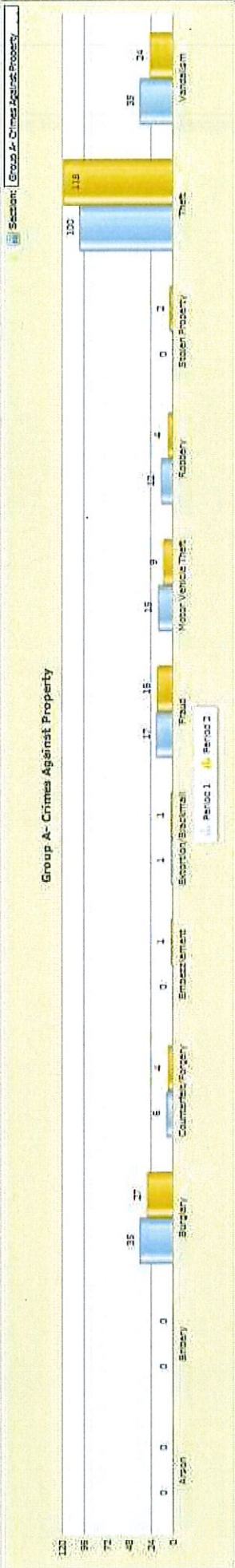


Chart: Period Differences

Category	Period 1	Period 2	Total	Period Difference
Arson	0	0	0	0%
Burglary	35	27	62	-22.39%
Counterfeit Property	5	4	10	-33.33%
Embezzlement	0	1	1	100%
Forgery	1	1	2	0%
Motor Vehicle Theft	15	9	24	-40%
Robbery	12	2	14	-66.67%
Theft	100	119	219	18%
Vanadium	35	27	62	-22.39%



### Group A- Crimes Against Society

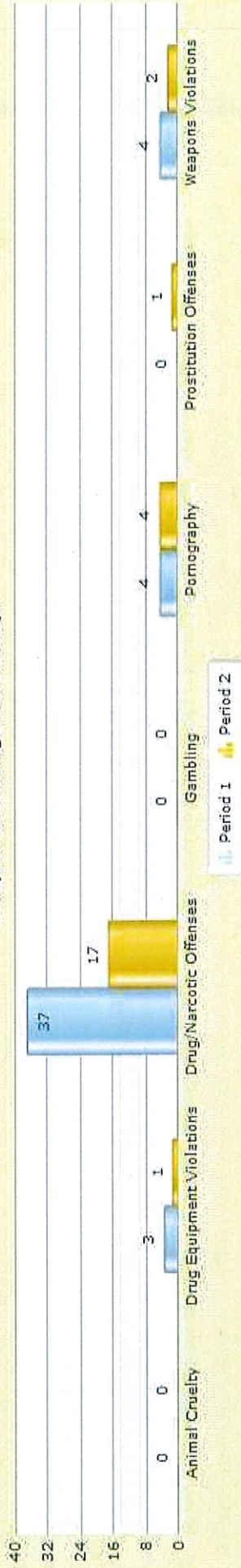
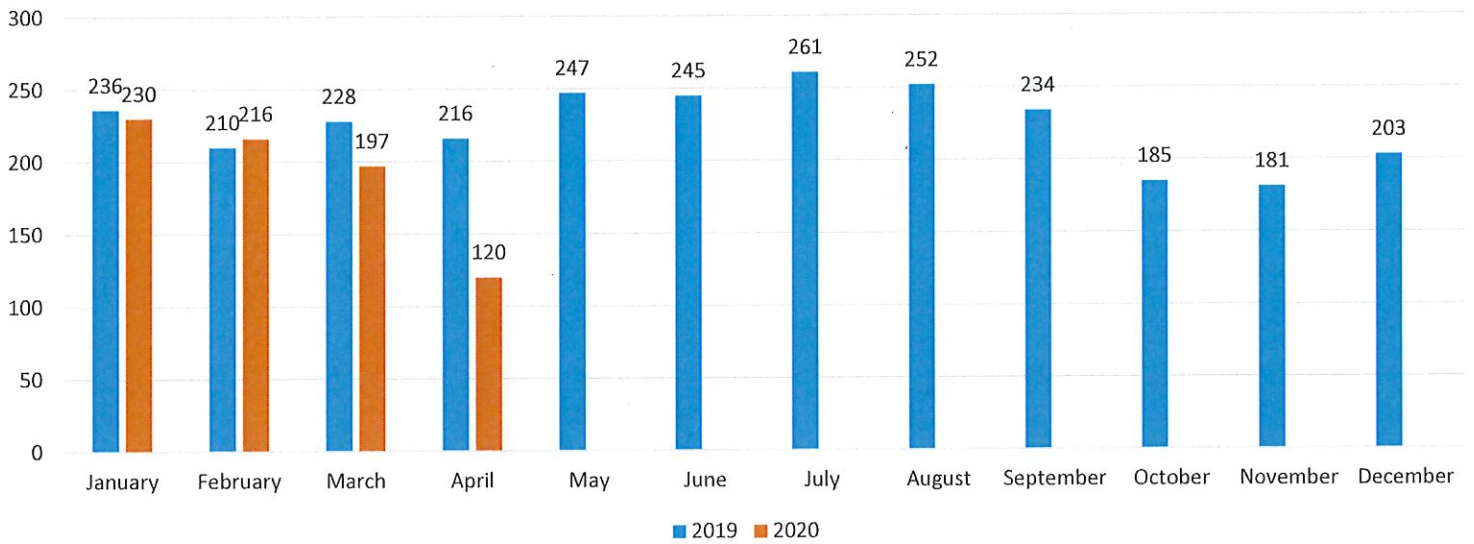


Chart: Period Differences

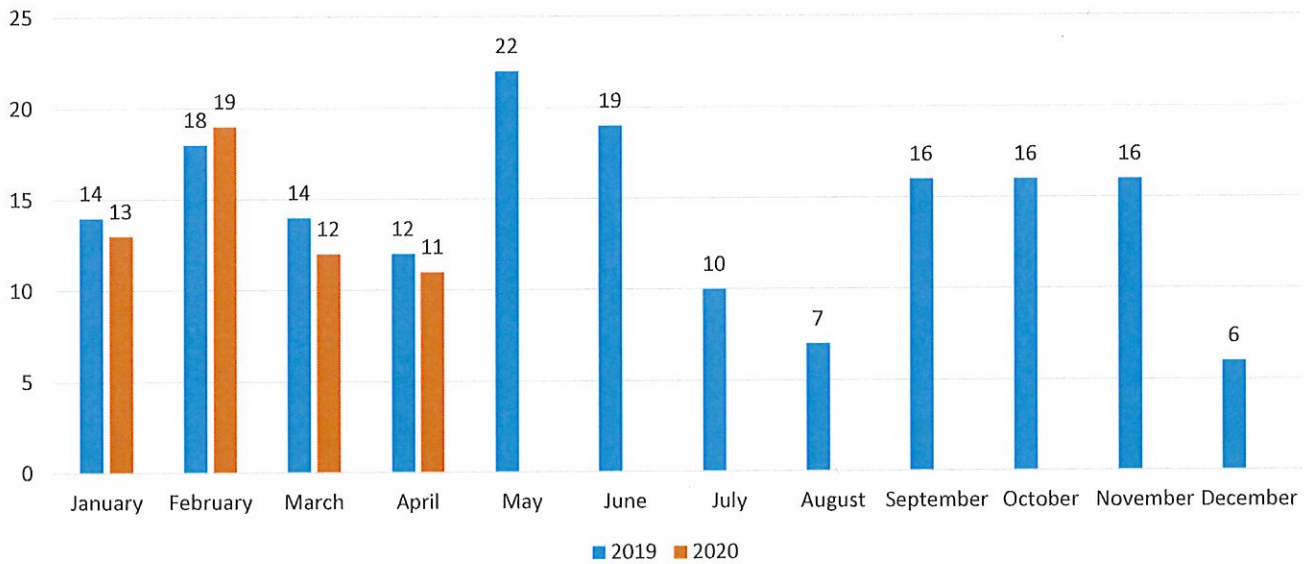
Category	Period 1	Period 2	Total	Difference
<b>A</b> Animal Cruelty	0	0	0	0%
<b>P</b> Drug Equipment Violations	3	1	4	-66.67%
<b>D</b> Drug/Narcotic Offenses	37	17	54	-54.05%
<b>G</b> Gambling	0	0	0	0%
<b>P</b> Pornography	4	4	8	0%
<b>P</b> Prostitution Offenses	0	1	1	100%
<b>W</b> Weapons Violations	4	2	6	-50%

Crime Rates: 7.23%      3.75%      Avg: 5.48%

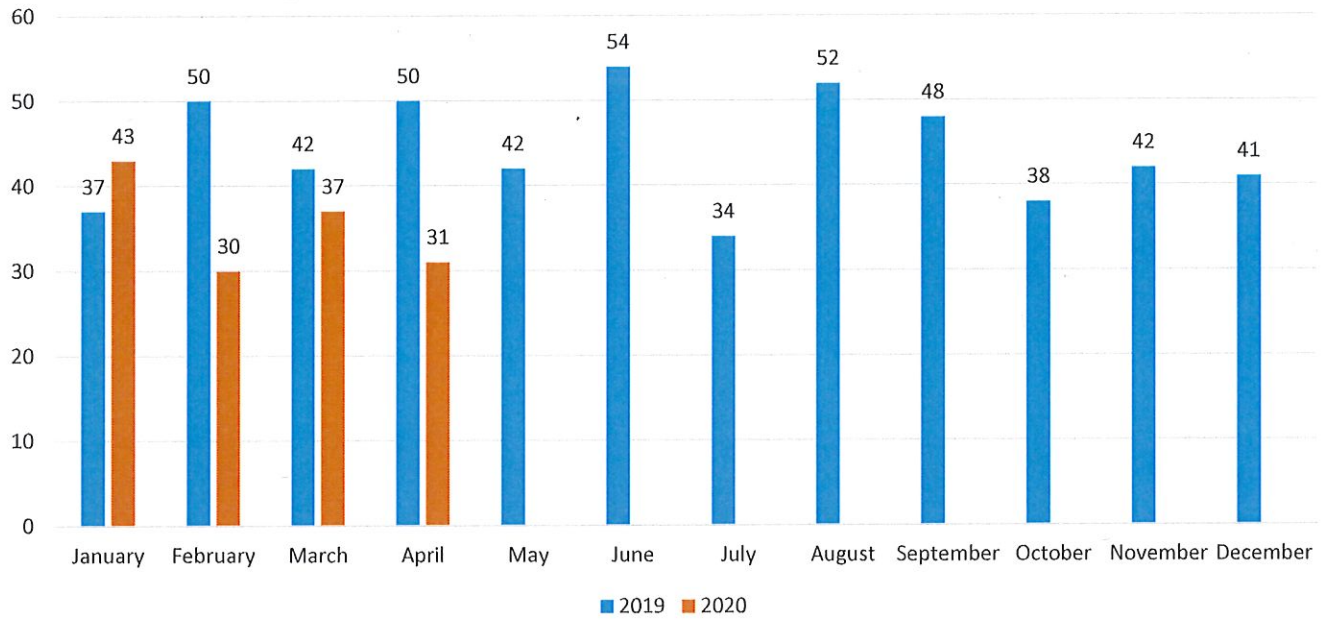
### 2019-2020 Adult Arrests



### 2019-2020 Juvenile Referrals



### 2019-2020 Domestic Violence Cases



UCR/IND. HATE CRIMES		
	2019	2020
Jan-Mar	1	2
Apr-June	2	
July - Sept	0	
Oct - Dec	0	
<b>TOTALS:</b>	<b>3</b>	<b>2</b>





## BLOOMINGTON POLICE DEPARTMENT Board of Public Safety Report



May 19, 2020

### CRIME TRENDS/MAJOR CASES:

- Increase in theft from vehicle reports
  - Burglary to American Arms
- 

### TRAINING

**Training Hours: 147.5**

#### **Training Highlights:**

- Mandatory Training Blocks (Online)-23 officers
- Human Trafficking and PTSD (Online)-4 officers
- Probationary Officer Training Course (POTC)-1 new officer

Topics included sexual harassment, domestic violence, firearms certification and administering Narcan

---

### COMMUNITY ENGAGEMENT

No events in April due to COVID-19

#### **Community Engagement Events-Upcoming:**

- May begin scheduling neighborhood walking patrols by Neighborhood Resource Officers
-

## **Police Social Worker**

Total Number of Referrals: 23

Total Number of PSW Contacts: 161 (by phone or e-mail)

Summary: Despite COVID-19 restrictions, PSW reports her busiest month ever even though everything was done by phone or e-mail. These include:

- 1) Connected family and patient at IU Health to Patient Advocates to share their concerns about the patient's care and worked with the Patient Advocates to get appropriate interpreting services
  - 2) Worked with 3 sets of parents/guardians to assist with setting boundaries, routines, expectations, etc. for their children once school went to online-only
  - 3) Spent countless hours helping community members decrease/manage anxiety related to COVID-19.
  - 4) Worked on developing mental wellness/family wellness resources for Department employees
- 

## **Neighborhood Resource Specialists**

Total Calls for Service: 5



Officer Kyle Thomas  
Officer Andy Fosnaugh  
Detective Kevin Frank  
Sergeant Robert Skelton

----- Forwarded message -----

From: **Catherine Gray** <[ecatgray1@gmail.com](mailto:ecatgray1@gmail.com)>  
Date: Tue, Apr 14, 2020 at 1:09 PM  
Subject: Thanks for great police service!  
To: [diekhofm@bloomington.in.gov](mailto:diekhofm@bloomington.in.gov) <[diekhofm@bloomington.in.gov](mailto:diekhofm@bloomington.in.gov)>

Dear Chief Diekhoff -

I wish I'd written down all of the names of the officers with whom my daughter and I communicated during the recent theft of her car. I know that I spoke or met with at least five different members of the BPD, all of whom treated us with kindness and great care. My daughter is Annie Stephenson, whose mild disabilities make her pretty vulnerable to someone taking advantage of her, as this car thief did. I was so grateful for how respectfully each of your officers communicated with both of us.

I also want to note that the detective with whom we met yesterday, when retrieving Annie's possessions at the police station, spoke with compassion about the individual who stole the car. He knows that it's often despair, or addiction in this person's case, that drives someone to criminal acts. I appreciated his attitude very much, especially when we later had to hear from the towing company owner about how these "low life's" just exist to make our lives harder. Maybe this arrest will be able to provide some treatment that makes the difference for him - maybe.

Many thanks again for all of the hard work of the Bloomington Police Department.

Catherine Gray  
(Eleanor Catherine Gray)

Dear BPD,

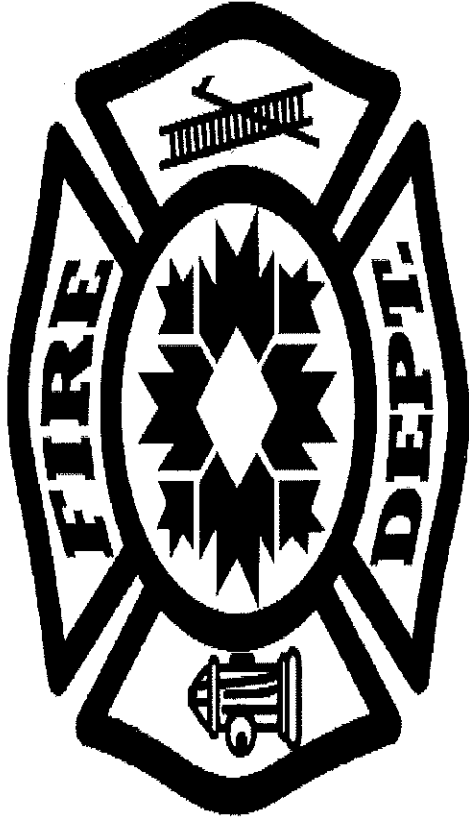
The tragedy of the loss of Officer Leath of I.M.P.D. was felt deeply by all who care about our communities.

Thank you for all that you do - we need great law enforcement now more than ever. We need more officers like Officer Leath. We are grateful for all of you!

IN-SOLE

City of Bloomington Fire Department  
Board of Public Safety Report

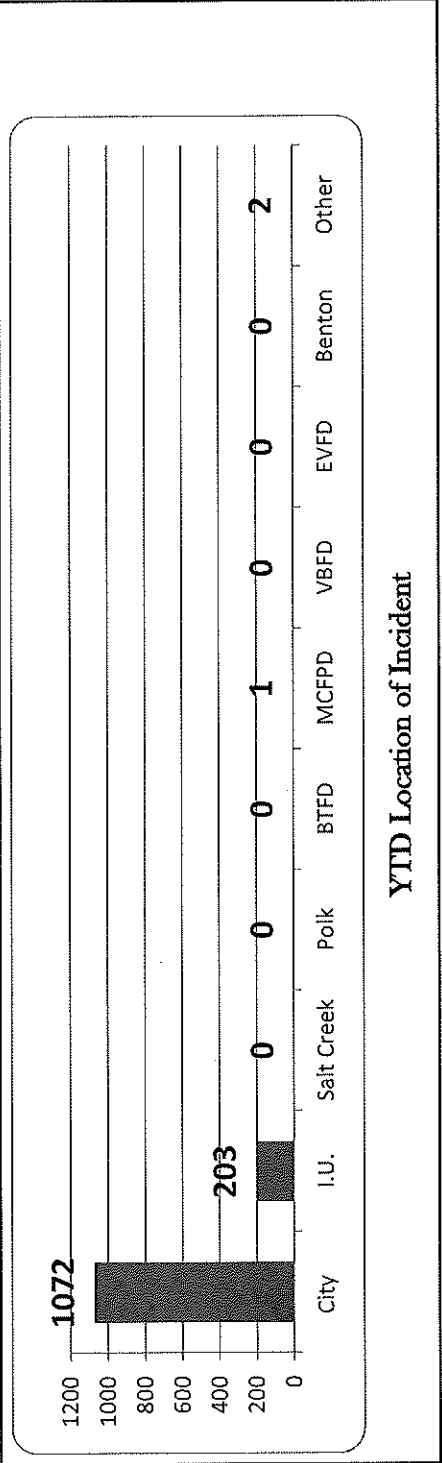
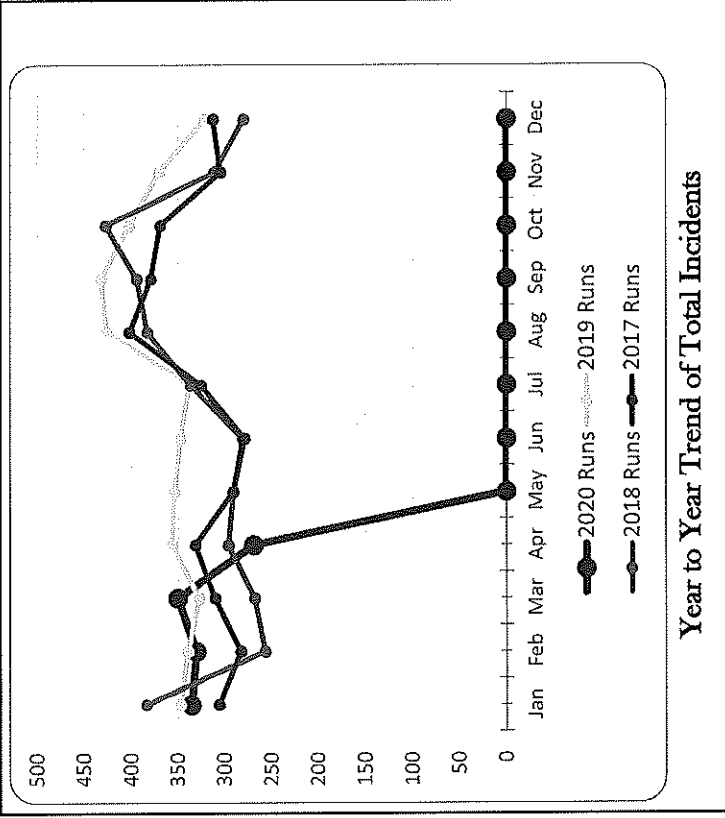
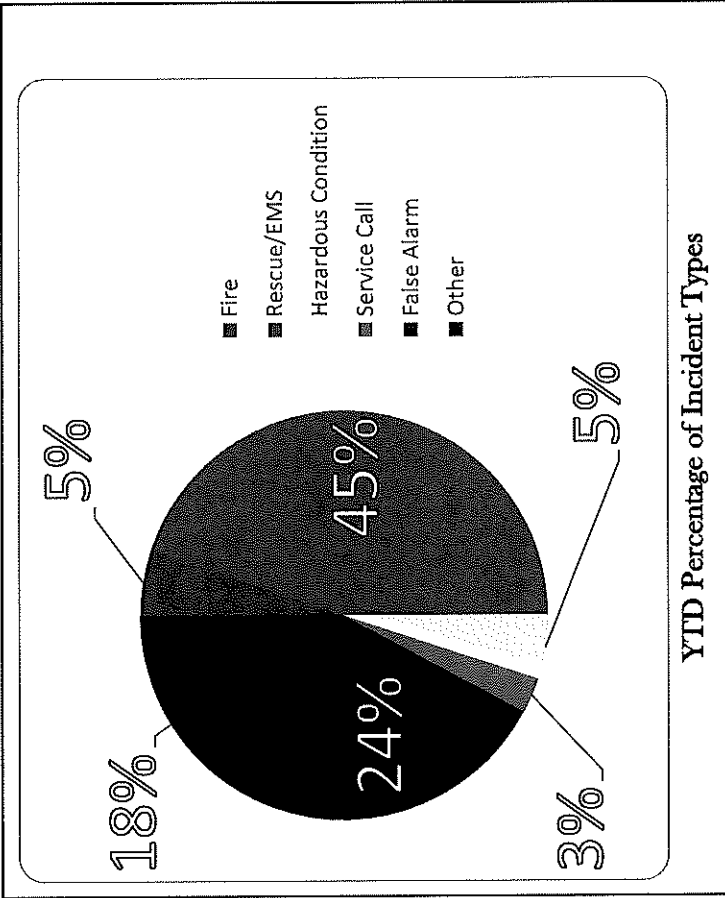
# BLOOMINGTON



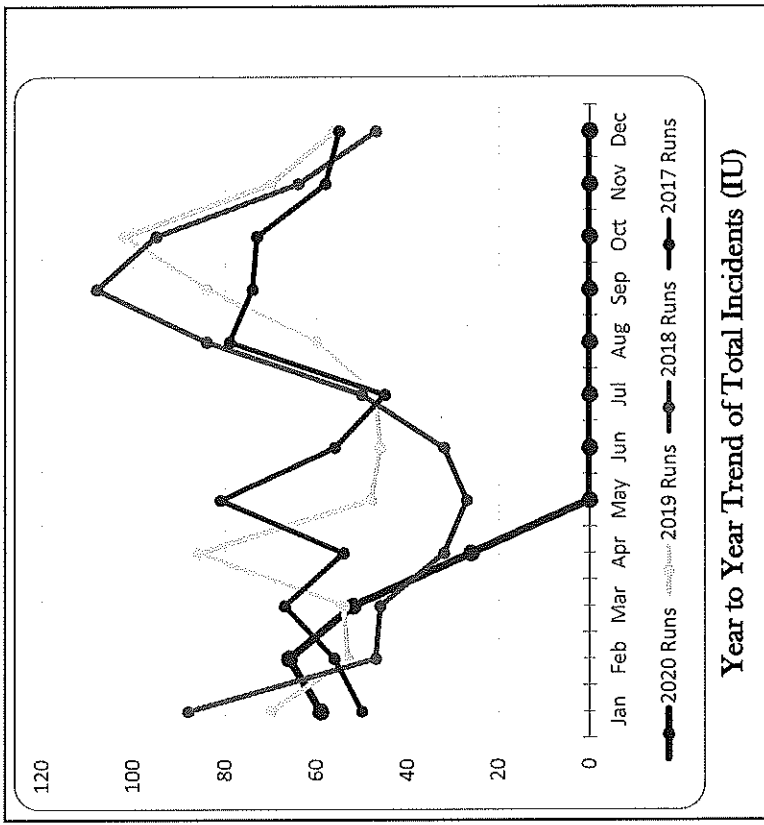
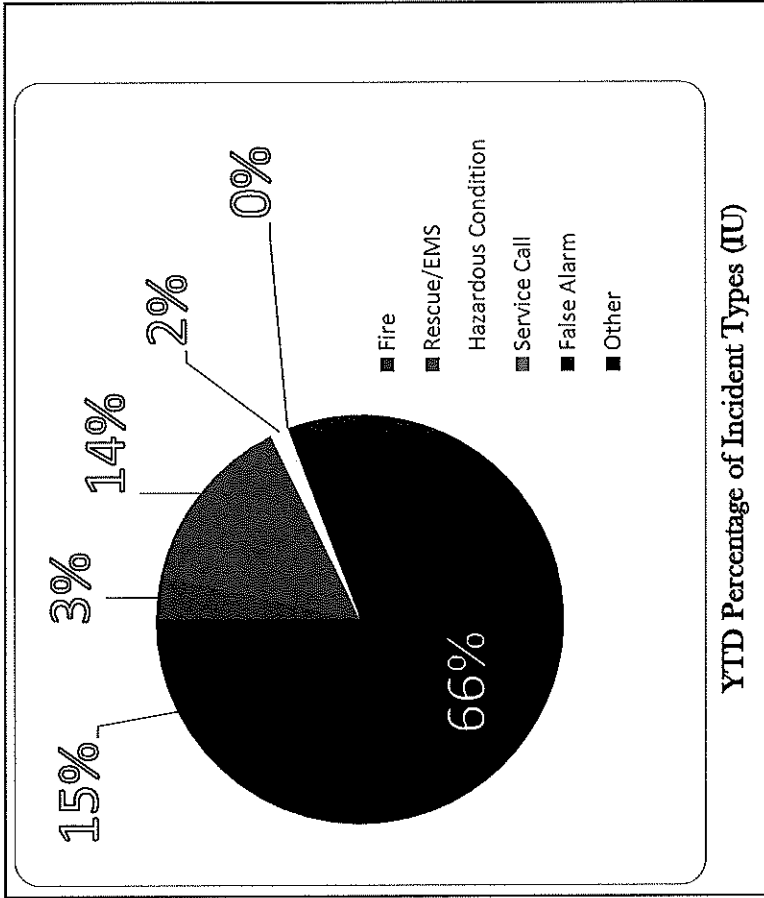
*Established  
February 17, 1900*

April 2020

# Operational Statistics



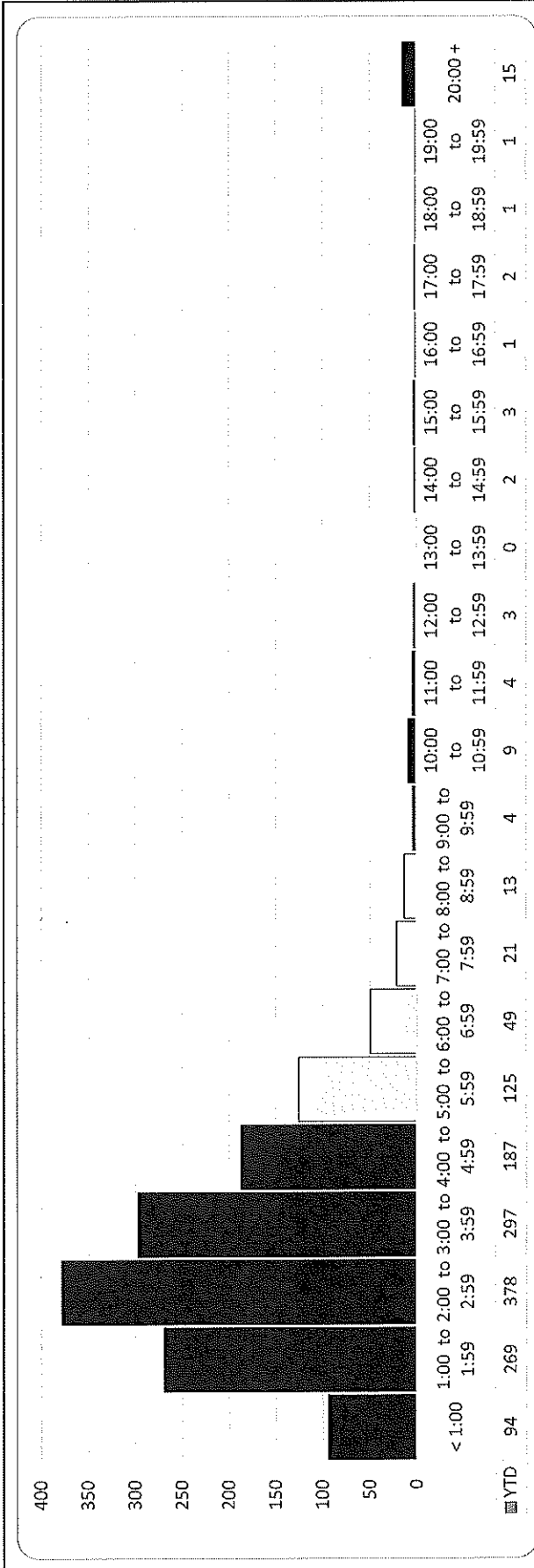
# Operational Statistics (Cont)



## Major / Significant Incidents During Month

20-2001143 4/12 1019 Sassafras Cr Building Fire Fire consumed several rooms in residence

# Response Times / Goals



## YTD Response Times Incidents within COB Limits

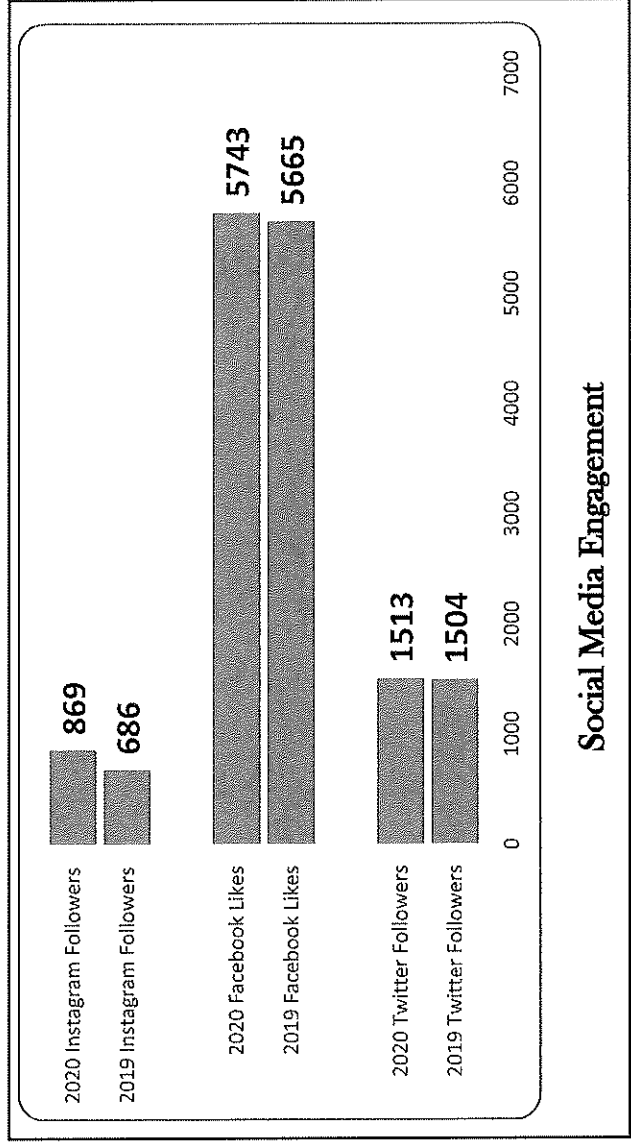
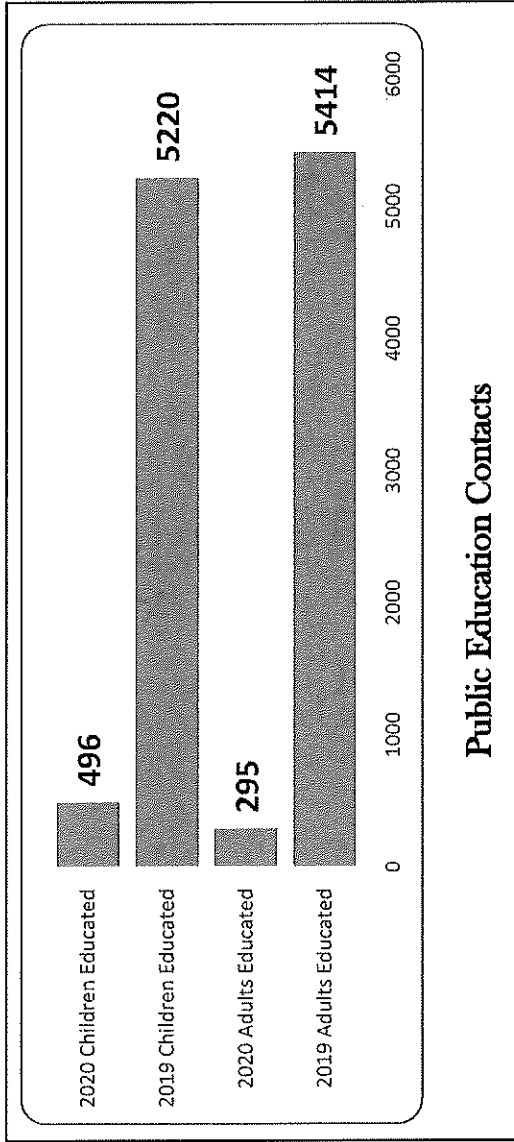
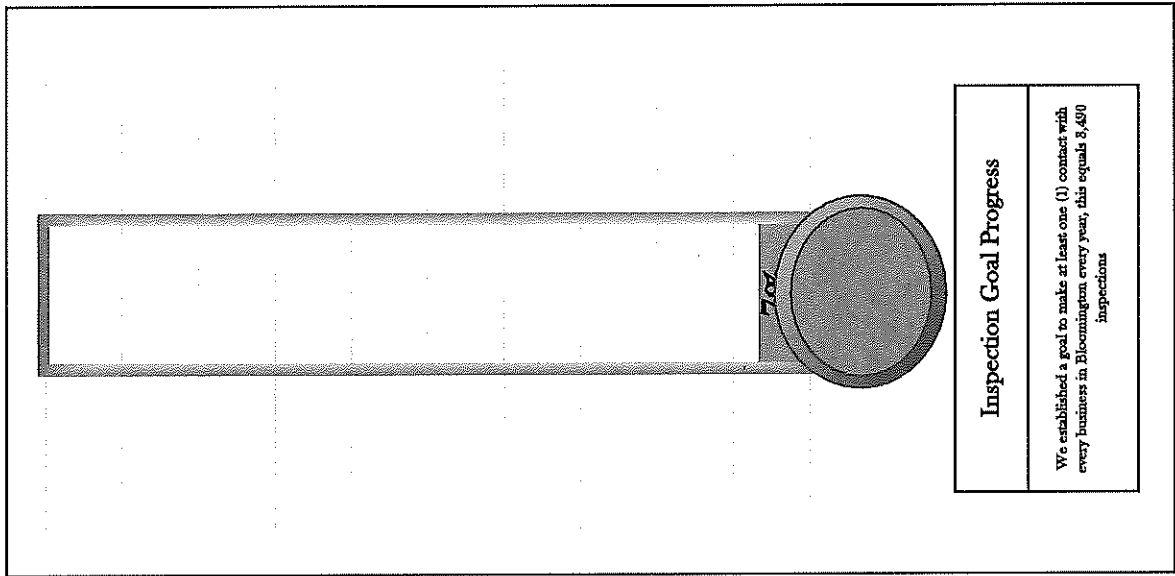
**Our Goal is to be on scene within 4 minutes 90% of the time**

We are on scene within 4 minutes **83%** of our incidents within City Limits

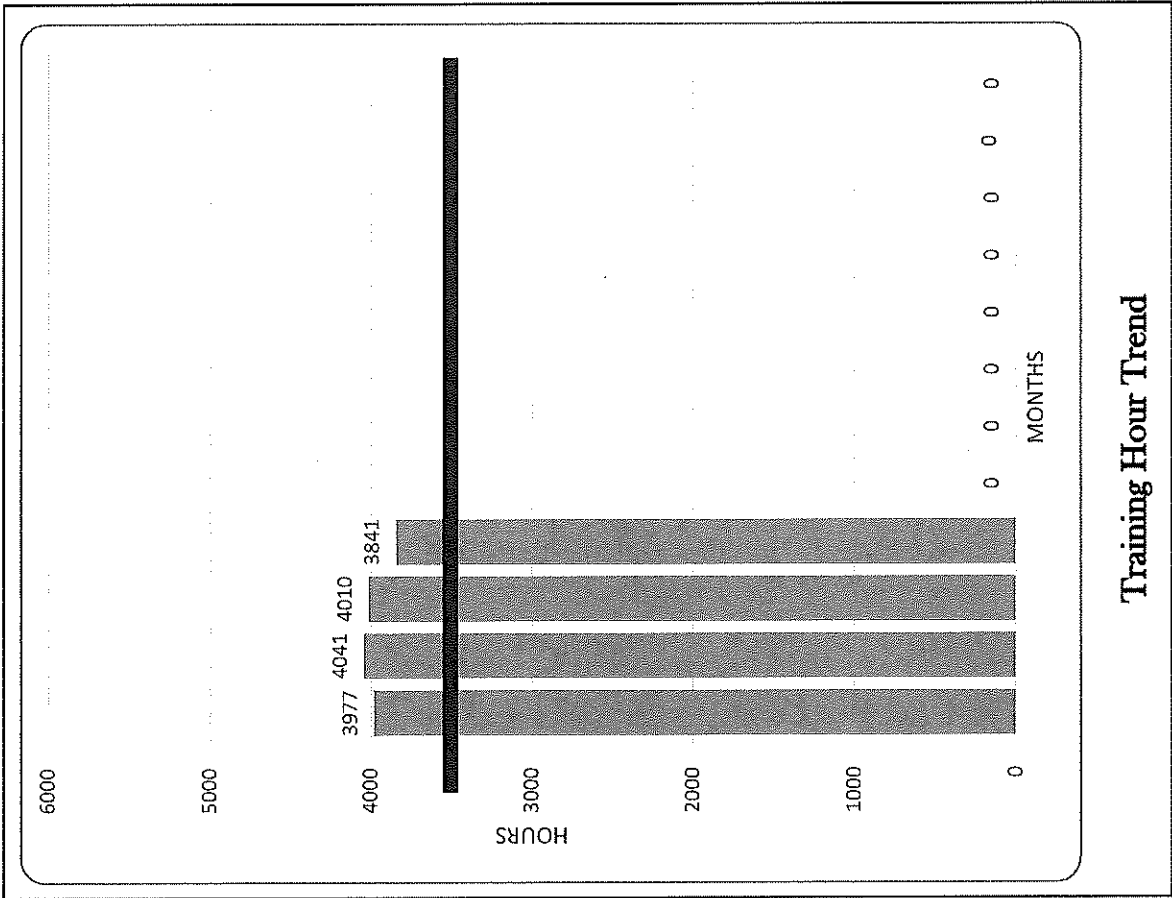
We are on scene within 8 minutes **97%** of our incidents within City Limits

**Our Goal is to be on scene within 8 minutes 98% of the time**

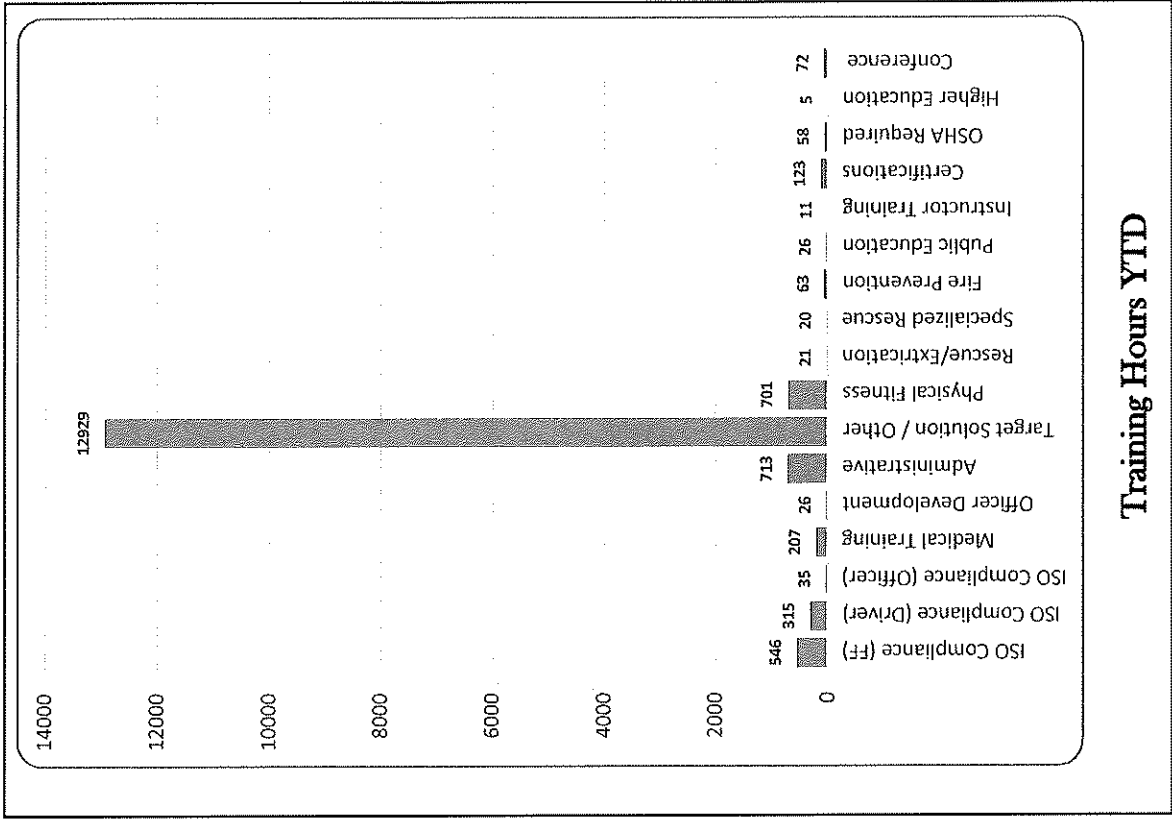
# Prevention and Public Engagement Statistics



# Training and Education



Training Hour Trend



Training Hours YTD



# Thank You

Fire Station #1,

Thank you so much for allowing us to have a field trip to your station. We love coming to your station and learning.

With Grateful Hearts,  
The Sherwood Oaks Christian Church  
Staff/Teachers

# Thank You

Fire Station #5,

Thank you so much for coming to our school to teach us about fire safety. We love everything but especially the fire truck!

With Grateful Hearts,  
The Sherwood Oaks Christian Church  
Staff/Teachers

