

# City of Bloomington Common Council

## Legislative Packet

Containing materials related to the following meetings:

### Wednesday, 09 December 2020

- 5:30 pm -- *Special Session*
- 5:35 pm -- *Public Safety Committee*
- 6:15 pm -- *Land Use Committee*
- 7:30 pm -- *Administration Committee*
- 8:30 pm -- *Community Affairs Committee*

*\*Please see the notes on the [Agenda](#) addressing public meetings during the public health emergency.*

*For a schedule of upcoming meetings of the Council and the City's boards and commissions, please consult the City's [Calendar](#).*

**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL**

**SPECIAL SESSION  
WEDNESDAY, 09 DECEMBER 2020  
5:30 PM**

*Per Executive Orders issued by the Governor, these meetings will be conducted electronically. The public may access the meetings at the following link:*

<https://bloomington.zoom.us/j/96355877377?pwd=UkhadHJSMXNVek1pejd4WVNLUEdudz09>

**I. ROLL CALL**

**II. AGENDA SUMMATION**

**III. LEGISLATION FOR FIRST READING**

1. Ordinance 20-33 - To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” – Re: Chapter 2.02 (Boards and Commissions – *Revised*) and Chapter 2.04 (Common Council – *Revised*)

**IV. COUNCIL SCHEDULE**

**V. ADJOURNMENT** *(to be followed immediately by Public Safety Committee)*

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

*As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- allowing members of the Council 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 watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to [council@bloomington.in.gov](mailto:council@bloomington.in.gov)).

Please check <https://bloomington.in.gov/council> for the most up-to-date information about how the public can access Council meetings during the public health emergency.

***(Continued on Next Page)***

**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL**

**PUBLIC SAFETY COMMITTEE**

**WEDNESDAY, 09 DECEMBER 2020  
5:35 PM**

*Per Executive Orders issued by the Governor, this meeting will be conducted electronically. The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/96355877377?pwd=UkhadHJSMXNVek1pejd4WVNLUEdudz09>

**Chair: Jim Sims**

1. Resolution 20-18 - To Approve and Authorize the Execution of a Collective Bargaining Agreement Between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586
2. Ordinance 20-32 - An Ordinance to Amend Ordinance 20-22, Which Fixed the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2021

*Statement on public meetings during public health emergency:*

*As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- allowing members of the Council or its committees to participate in meetings electronically;
- posting notices and agendas for meetings solely by electronic means;
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**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL**

**LAND USE COMMITTEE**

**WEDNESDAY, 09 DECEMBER 2020  
6:15 PM**

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<https://bloomington.zoom.us/j/96355877377?pwd=UkhadHJSMXNVek1pejd4WVNLUEdudz09>

**Chair: Isabel Piedmont-Smith**

1. Ordinance 20-28 - To Amend the City of Bloomington Zoning Maps by Rezoning 7.22 Acres of Property from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS) - Re: 301 E. Brownstone Drive (The Standard at Bloomington, LLC, Petitioner)

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

*As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- allowing members of the Council 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);
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**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL**

**ADMINISTRATION COMMITTEE**

**WEDNESDAY, 09 DECEMBER 2020  
7:30 PM**

*Per Executive Orders issued by the Governor, this meeting will be conducted electronically. The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/96355877377?pwd=UkhadHJSMXNVek1pejd4WVNLUEdudz09>

**Chair: Steve Volan**

1. Ordinance 20-29 - To Amend Title 1 (General Provisions) of the Bloomington Municipal Code - Re: Amending Chapter 1.08 to Harmonize the Design of the City Logo and City Seal
2. Ordinance 20-33 - To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” – Re: Chapter 2.02 (Boards and Commissions – *Revised*) and Chapter 2.04 (Common Council – *Revised*)\*

\*This item appears on the agenda for the Administration Committee pursuant to a preliminary referral of anticipated legislation by the Council President. At its December 9<sup>th</sup> Special Session, the Council may confirm this preliminary referral, or refer legislation to a different Council committee, including the Committee of the Whole. Therefore, notice is provided that a committee meeting will occur and will be open for the public to attend, observe, and record what transpires.

*Statement on public meetings during public health emergency:*

*As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- *allowing members of the Council 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 watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to council@bloomington.in.gov).*

Please check <https://bloomington.in.gov/council> for the most up-to-date information about how the public can access Council meetings during the public health emergency.

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**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL**

**COMMUNITY AFFAIRS COMMITTEE**

**WEDNESDAY, 09 DECEMBER 2020  
8:30 PM**

*Per Executive Orders issued by the Governor, this meeting will be conducted electronically. The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/96355877377?pwd=UkhadHJSMXNVek1pejd4WVNLUEdudz09>

**Chair: Ron Smith**

1. Ordinance 20-30 -To Establish the Citizens' Redistricting Advisory Commission (To Establish an Independent Redistricting Commission)

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

*As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:*

- allowing members of the Council 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 watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to [council@bloomington.in.gov](mailto:council@bloomington.in.gov)).

*Please check <https://bloomington.in.gov/council> for the most up-to-date information about how the public can access Council meetings during the public health emergency.*



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

# NOTICE

Wednesday, 09 December 2020  
Special Session & Committee Meetings

- 5:30 pm -- *Special Session*
- 5:35 pm -- *Public Safety Committee*
- 6:15 pm -- *Land Use Committee*
- 7:30 pm -- *Administration Committee*
- 8:30 pm -- *Community Affairs Committee*

Per [Executive Orders](#) issued by the Governor, these meetings will be conducted electronically. The public may access the meetings at the following link:

<https://bloomington.zoom.us/j/96355877377?pwd=UkhadHJSMXNVek1pejd4WVNLUEdudz09>

**STATEMENT ON PUBLIC MEETINGS DURING THE PUBLIC HEALTH EMERGENCY**

As a result of Executive Orders issued by Indiana Governor Eric Holcomb, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- allowing members of the Council 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 watch meetings via Community Access Television Services broadcast or livestream, and encouraging remote submissions of public comment (via email, to [council@bloomington.in.gov](mailto:council@bloomington.in.gov)).

Please check <https://bloominaton.in.aov/council> for the most up-to-date information

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



## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 20-33 – To Amend Title 2 of the Bloomington Municipal Code Entitled “Administration and Personnel” - Re: Chapter 2.02 (Boards and Commissions – revised) and Chapter 2.04 (Common Council – revised)**

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#### **Synopsis**

This ordinance is sponsored by Councilmember Volan and would amend portions of Title 2 of the Bloomington Municipal Code entitled “Administration and Personnel.” The ordinance makes the following changes:

- It requires that certain information about each city board or commission be maintained on the city’s website and revises the process to be followed upon a board or commission vacancy.
- It revises BMC Section 2.04.255 (“Committees – Scheduling”) to clarify council committee scheduling and the process of referring legislation to a council committee.
- It revises BMC Section 2.04.270 (“Ordinances and resolutions—Filing, copies and agendas”) to specify that the Council President is authorized to approve the agendas for committee meetings convened to consider legislation referred to them.
- It deletes BMC Section 2.04.290 (“Ordinances and resolutions—Fiscal impact statement required”).

#### **Relevant Materials**

- [Ordinance 20-33](#)
- Relevant portions of Bloomington Municipal Code Chapters 2.02 and 2.04 with proposed changes tracked
- Sample Fiscal Impact Statement

#### **Summary**

[Ordinance 20-33](#) proposes changes to various provisions in Bloomington Municipal Code Title 2.

First, Sections 1-3 of the ordinance revise the process to be followed when a vacancy occurs on a city board or commission. The process currently called for by local code was adopted in 1976 by [Ordinance 76-27](#). It requires the creation of a synopsis containing certain information about the vacancy and the board, and calls for that synopsis and a statement on how to apply to the board to be sent to the local media at least fifteen days (except in certain emergency situations) before an appointment can be made.



The process proposed by [Ordinance 20-33](#) would require that relevant information about each city board or commission be available and maintained on the city's website. When a vacancy occurs, the ordinance would require that an announcement be sent to the local media. That announcement would need to contain the relevant information about the particular board or commission (or direct the public to the information available on the city's website) along with a statement on how members of the public can apply for the vacancy

Second, Section 4 of the ordinance revises BMC 2.04.255 in a number of ways:

- It specifies that council committees (including the committee of the whole or standing committees) convened to consider legislation shall meet on second or fourth Wednesdays of each month, unless cancelled or otherwise rescheduled by a majority vote of the Council.
- It eliminates a provision that calls for committee of the whole meetings to convene at 6:30 p.m. local time so that meetings of the committee of the whole can be scheduled alongside standing committee meetings with more flexibility.
- It authorizes the council president to make a referral of legislation to the appropriate council committee when legislation is introduced, but states that such a referral can be changed by a motion of the council with a majority vote. The requirement that a motion to refer legislation to a standing committee be entertained before a motion for referral to committee of the whole remains in place.
- It allows the council president to schedule committee meetings on second and fourth Wednesdays in anticipation of the introduction of legislation.

Third, Section 5 of the ordinance revises BMC 2.04.270 to clarify that the council president shall approve the agendas for committee meetings convened to consider referred legislation.

Finally, Section 6 of the ordinance eliminates BMC 2.04.290, which currently requires the submittal of fiscal impact statements with every piece of legislation. This code section was adopted in 1979 through [Ordinance 79-97](#), though prior ordinances ([Ordinance 77-23](#); [Ordinance 78-71](#)) contained earlier iterations of the same requirement. In 2013, with [Ordinance 13-05](#), the Council revised this code section to eliminate a provision that required a super-majority of the Council to avoid deferring a piece of legislation when someone asserted that the fiscal impact statement requirement had not been satisfied. [Ordinance 13-05](#) also acknowledged that the submittal of fiscal impact statements had not been practiced in decades, but called for the provision to be made workable by the development of rules to facilitate the implementation of the provision. Subsequently, a fiscal impact statement template (included in this packet) was created, but it appears that such statements were not submitted with legislation until 2020.

### Contact

Steve Volan, [volans@bloomington.in.gov](mailto:volans@bloomington.in.gov), (812) 349-3409

Stephen Lucas, [lucass@bloomington.in.gov](mailto:lucass@bloomington.in.gov), (812) 349-3409

**ORDINANCE 20-33**

**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED  
“ADMINISTRATION AND PERSONNEL” –  
Re: Chapter 2.02 (Boards and Commissions – *revised*) and  
Chapter 2.04 (Common Council – *revised*)**

WHEREAS, portions of Title 2 of the Bloomington Municipal Code (“BMC”) have not been updated in decades, and a review of such has determined that Chapters 2.02 and 2.04 should be amended; and

WHEREAS, BMC Chapter 2.02, which details the process to be followed upon a board or commission vacancy, contains sections that have not been updated in over forty years and revisions to this process are needed to reflect changes in technology and availability of information; and

WHEREAS, the use of standing committees by the Common Council throughout 2020 has demonstrated that certain amendments should be made to BMC Sections 2.04.255 and 2.04.270; and

WHEREAS, as previously acknowledged in Ordinance 13-05, BMC Section 2.04.290 requires the submittal of fiscal impact statements with certain pieces of legislation, but had not been practiced for decades and such statements are not necessary; and

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

SECTION 1. Section 2.02.010 shall be deleted in its entirety and replaced with a new Section 2.02.010 entitled “Boards and Commissions - Public information required”, which shall read as follows and the amended title of the section shall be reflected in the table of contents for this chapter:

2.02.010 – Boards and Commissions - Public information required.

Each city board or commission, or a city employee officially designated to facilitate the work of the board or commission, shall ensure that the following information about the board or commission is publicly available and accurately maintained on the city’s website:

- (1) The name of the board or commission;
- (2) The purpose or purview of the board or commission;
- (3) The current membership of the board or commission, including the term start and end dates for each seat;
- (4) Any requirements for eligibility;
- (5) The duties of the members on the board or commission;
- (6) An estimate of the time required to fulfill the duties; and
- (7) Compensation, if any is provided.

SECTION 2. Section 2.02.020 shall be deleted in its entirety and replaced with a new Section 2.02.020 entitled “Vacancy - Announcement”, which shall read as follows and the amended title of the section shall be reflected in the table of contents for this chapter:

2.02.020 – Vacancy-Announcement.

At least one month before the expiration of an appointment, and immediately on the vacancy's occurrence in the case of an unexpected vacancy, an announcement shall be sent to the local media that either includes or directs the public to the information required by 2.02.010 about the board or commission. The announcement shall also include a statement on how to apply for the vacant position(s).

SECTION 3. Section 2.02.030 shall be amended by changing the word “synopsis” to “announcement” in the first sentence, so that the section shall read:

No appointments shall be made sooner than fifteen days after submission of the announcement to the media, unless the mayor declares to the common council that an emergency situation exists on a board or commission due to the vacancy, and the mayor recommends and common council votes unanimously to make the appointment before the fifteen days have run.

SECTION 4. Section 2.04.255 shall be amended to read as follows:

(a) When a committee is to consider legislation referred by the council, it shall convene its meeting on the second or fourth Wednesday of the month. The council may decide by majority vote to cancel any such committee meeting, or to meet at an alternative date and time. Motions for referral to a standing committee shall be entertained before a motion for referral to the committee of the whole and shall include the approximate time at which the committee will convene.

(1) If more than one standing committee has had legislation referred to it during the same period of time, the committees shall not be scheduled at the same time, so that any council members may attend any meeting.

(2) Such committee meetings shall not begin before 5:30 p.m. or after 9:45 p.m.

(b) The president shall have the authority to refer legislation to the appropriate committee when the legislation is introduced for first reading, but such a referral may be changed by a motion approved by a majority of the council. The president shall have the authority to call and schedule committee meetings on second and fourth Wednesdays in anticipation of the introduction of legislation.

(c) A council committee shall not meet on legal holidays as enumerated in Indiana Code § 1-1-9-1 during the month of August, on the Wednesday evening immediately before Thanksgiving Day, or on or between the fourth Wednesday in December and New Year's Eve.

SECTION 5. Section 2.04.270 shall be amended by revising the third sentence, so that the sentence shall read:

The president shall approve the agendas for regular sessions, special sessions called by the president or voted upon by the council, and committees convened to consider legislation referred to them, and the council staff shall prepare and distribute copies of the agendas and legislation to the council members, the mayor, and corporation counsel.

SECTION 6. Section 2.04.290, entitled “Ordinances and resolutions—Fiscal impact statement required,” shall be deleted in its entirety.

SECTION 7. If any section, sentence, provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 8. This ordinance shall be in full force and effect from an after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
STEPHEN VOLAN, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

#### SYNOPSIS

This ordinance is sponsored by Councilmember Volan and would amend portions of Title 2 of the Bloomington Municipal Code entitled “Administration and Personnel.” The ordinance makes the following changes:

- It requires that certain information about each city board or commission be maintained on the city’s website and revises the process to be followed upon a board or commission vacancy.
- It revises BMC Section 2.04.255 (“Committees – Scheduling”) to clarify council committee scheduling and the process of referring legislation to a council committee.
- It revises BMC Section 2.04.270 (“Ordinances and resolutions—Filing, copies and agendas”) to specify that the Council President is authorized to approve the agendas for committee meetings convened to consider legislation referred to them.
- It deletes BMC Section 2.04.290 (“Ordinances and resolutions—Fiscal impact statement required”).



Changes proposed by Ordinance 20-33 to:  
BMC CHAPTER 2.02 – BOARDS AND COMMISSIONS

**Bold** wording is proposed new language added.

~~Strikethrough~~ wording is language that is proposed to be deleted.

~~2.02.010 – Vacancy – Synopsis required.~~

~~At least one month before the expiration of an appointment, and immediately on the vacancy's occurrence in the case of an unexpected vacancy, the city board or commission shall write a synopsis regarding the vacancy, giving the name of the board or commission, the number of vacancies and any requirements for eligibility, the duties of the position, an estimate of the time required to fulfill the duties, and compensation.~~

**2.02.010 – Boards and Commissions - Public information required.**

**Each city board or commission, or a city employee officially designated to facilitate the work of the board or commission, shall ensure that the following information about the board or commission is publicly available and accurately maintained on the city's website:**

- (1) The name of the board or commission;**
- (2) The purpose or purview of the board or commission;**
- (3) The current membership of the board or commission, including the term start and end dates for each seat;**
- (4) Any requirements for eligibility;**
- (5) The duties of the members on the board or commission;**
- (6) An estimate of the time required to fulfill the duties; and**
- (7) Compensation, if any is provided.**

~~2.02.020 – Synopsis – To be sent to local media.~~

~~The synopsis shall be sent to the mayor's office in the case of a mayoral appointment and to the common council office in the case of a council appointment. Upon receiving the synopsis, those offices shall edit them as necessary. They shall then be sent, together with a statement on how to apply for the position, to the local media.~~

**2.02.020 – Vacancy-Announcement.**

**At least one month before the expiration of an appointment, and immediately on the vacancy's occurrence in the case of an unexpected vacancy, an announcement shall be sent to the local media that either includes or directs the public to the information required by 2.02.010 about the board or commission. The announcement shall also include a statement on how to apply for the vacant position(s).**

2.02.030 - Appointments—Time limit before making.

No appointments shall be made sooner than fifteen days after submission of the ~~synopsis~~ **announcement** to the media, unless the mayor declares to the common council that an emergency situation exists on a board or commission due to the vacancy, and the mayor recommends and common council votes unanimously to make the appointment before the fifteen days have run.

2.02.040 - Advisory appointments to city boards, commissions, and councils.

- (a) Except as set forth in part (d), city boards, commissions, and councils may expand their membership by no more than four members to serve in a non-voting advisory capacity. To do so, these entities shall adopt and file with the common council a motion which states their intention to expand their membership in this regard by a specified number of positions. As directed by BMC 2.08.020(2), the motion shall set forth the initial period of staggered terms and, after that period, the terms shall be the same length as other positions on those entities.
- (b) The appointments to these positions shall comply with this chapter and shall be made by the common council in the same manner as appointments to fill the other positions on these entities.
- (c) Expansion of a board, commission, or council under this section does not preclude those entities from engaging volunteers to assist in their activities.
- (d) The appointment of non-voting advisory members shall not be available for the following boards, commissions, and councils:
  - (1) Plan commission (Indiana Code § 36-7-4-207);
  - (2) Board of zoning appeals (Indiana Code § 36-7-4-902-903; 906);
  - (3) Board of public works (Indiana Code § 36-4-9-6);
  - (4) Utilities services board (Indiana Code § 8-1-2-100);
  - (5) Redevelopment commission (Indiana Code § 36-7-14-6.1 &7);
  - (6) Common council;
  - (7) Economic development commission (Indiana Code § 36-7-12);
  - (8) Board of park commissioners (Indiana Code § 36-10-4-7);
  - (9) Housing authority (Indiana Code § 36-7-18);
  - (10) Bloomington industrial advisory commission (Indiana Code § 36-7-13);
  - (11) Public safety board (Indiana Code § 36-8);
  - (13) Bloomington Urban Enterprise Association (Indiana Code § 4-4-6.1-4);
  - (14) Firefighters pension board (Indiana Code § 36-8-7);
  - (15) Police pension board (Indiana Code § 36-8); and
  - (16) Public transportation corporation (Indiana Code § 36-9-4-15).

Changes proposed by Ordinance 20-33 to:  
BMC CHAPTER 2.04 – COMMON COUNCIL

**Bold** language is proposed new language added.  
~~Strikethrough~~ wording is language that is proposed to be deleted.

2.04.255 - Committees—Scheduling.

- (a) ~~Meetings of standing committees or the committee of the whole convened to consider legislation referred by the council shall meet~~ **When a committee is to consider legislation referred by the council, it shall convene its meeting** on the second or fourth Wednesday of the month. **The council may decide by majority vote to cancel any such committee meeting, or to meet at an alternative date and time.** Motions for referral to a standing committee shall be entertained before a motion for referral to the committee of the whole and shall include the approximate time at which the committee will convene.
- (1) If more than one standing committee has had legislation referred to it during the same period of time, the committees shall not be scheduled at the same time, so that any council members may attend any meeting.
  - (2) Such standing committee meetings shall not begin before 5:30 p.m. or after 9:45 p.m.
  - ~~(3) Such meetings of the committee of the whole shall convene at 6:30 p.m. local time.~~
- (b) **The president shall have the authority to refer legislation to the appropriate committee when the legislation is introduced for first reading, but such a referral may be changed by a motion approved by a majority of the council. The president shall have the authority to call and schedule committee meetings on second and fourth Wednesdays in anticipation of the introduction of legislation.**
- (c) A council committee shall not meet on legal holidays as enumerated in Indiana Code § 1-1-9-1 during the month of August, on the Wednesday evening immediately before Thanksgiving Day, or on or between the fourth Wednesday in December and New Year's Eve.

2.04.270 - Ordinances and resolutions—Filing, copies and agendas.

Each ordinance or resolution submitted to the council shall be in an editable, electronic form, accompanied by any relevant documents, and filed with the council office at least ten days before the meeting at which the legislation is to be introduced. That time frame may be extended by a vote of the council or at the request of the president. The president shall approve the agendas for ~~committees of the whole~~, regular sessions, ~~and~~ special sessions called by the president or voted upon by the council, **and committees convened to consider legislation referred to them**, and the council staff shall prepare and distribute copies of the agendas and legislation to the council members, the mayor, and corporation counsel. The president may, at the meeting when ordinances are introduced for first reading, announce that the council will consider any of those

ordinances as well as any resolutions expected to be considered during that legislative cycle at the next two regularly scheduled committees of the whole before receiving formal action at the following regularly scheduled regular session.

2.04.290 Ordinances and resolutions Fiscal impact statement required.

- ~~(a) Any legislation that makes an appropriation or has a major impact on existing city appropriations, fiscal liability, or revenues shall be accompanied by a fiscal impact statement. The statement shall describe the effect of the legislation on the financial condition of the city government and shall become a part of the official record of the legislation.~~
- ~~(b) The fiscal impact statement shall be submitted on a form provided by the council staff and shall set forth in as much detail as possible all fiscal data relevant to the legislation, including the effect on the costs and revenues of city government, the funds affected, and factors which could lead to significant additional expenditures in the future.~~
- ~~(c) The fiscal impact statement shall be prepared by the city agency submitting the legislation and shall carry the signature of the responsible city official. If the legislation directly affects city funds, the controller shall complete that part of the statement dealing with information on the funds affected by the legislation. The council staff may edit the statement to clarify information and ensure accuracy and completeness.~~
- ~~(d) The city agency submitting the legislation shall be responsible for determining whether the legislation will have a major impact on the city's financial condition. If the agency determines that the legislation will not have a major fiscal impact, the agency shall submit a fiscal impact statement stating its conclusion and the basis for it.~~
- ~~(e) The council may adopt rules and regulations to effectuate the purposes of this section.~~



**BLOOMINGTON COMMON COUNCIL  
FISCAL IMPACT STATEMENT**

Per BMC §2.04.290, any legislation that makes an appropriation or has a major impact on existing city appropriations, fiscal liability, or revenues shall be accompanied by a fiscal impact statement.

**LEGISLATION NUMBER AND TITLE**

**PROPOSED EFFECTIVE DATE**

**FISCAL IMPACT.** Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

YES

NO. If the legislation will not have a major fiscal impact, briefly explain below.

**FISCAL IMPACT FOUND.** If the legislation appropriates funds and/or will have a major fiscal impact, please complete the following:

	FY -- CURRENT	FY -- SUCCEEDING	ANNUAL CONTINUING COSTS THEREAFTER
REVENUES			
EXPENDITURES			
NET			

**IMPACT ON REVENUE (DESCRIBE)**

**IMPACT ON EXPENDITURES (DESCRIBE)**

**FUTURE IMPACT.** Describe factors which could lead to significant additional expenditures in the future.

**FUNDS AFFECTED: TO BE COMPLETED BY CITY CONTROLLER**

If the proposal affects City funds, please describe the funds affected and the effects of the legislation on these funds.

\_\_\_\_\_  
Signature of Controller

\_\_\_\_\_  
Signature of City Official  
responsible for submitting legislation



**MEMO FROM COUNCIL OFFICE ON:**

**Resolution 20-18 – To Approve and Authorize the Execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586**

---

**Note**

Resolution 20-18 is not on the Agenda for the December 2, 2020 meeting. It will be presented and discussed at a December 9, 2020 Common Council Committee meeting, and voted on at the Regular Session on December 16, 2020. It is included in this packet because it relates to Ordinance 20-32, which is on the December 2, 2020 Agenda.

**Synopsis**

Resolution 20-18 approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586

**Relevant Materials**

- Resolution 20-18
- Staff Memo from Philippa Guthrie, Corporation Counsel
- 2020 Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586
- 2020 Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 (Redlined Version)
- Fiscal Impact Statement forthcoming

**Summary**

Resolution 20-18 approves and authorizes the execution of a four-year Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586, and is presented concurrently with Ordinance 20-32, which fixes the salaries of police and fire fighters for the City for 2021.

[Bloomington Municipal Code Chapter 2.34](#) sets forth the procedures for fire fighters collective bargaining and the appropriate subjects for bargaining. Those subjects generally include salary and pay schedules, vacation schedules and accumulation, grievance procedures, clothing allowance, and group insurance.

Issues not subject to bargaining under Chapter 2.34 of the BMC, are addressed through the established chain of command of the fire department or through other procedures created by statute or ordinance.

Pursuant to its terms, the CBA takes effect upon the approval of the Common Council. Because the CBA is negotiated between the City and the bargaining unit, the Common Council does not have a direct means to amend it.



**City of Bloomington Indiana**

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

Several changes in the CBA will have a major fiscal impact on the City, which the staff estimates to be \$1,946,339 over four years.

**Contact**

Philippa Guthrie, Corporation Counsel, [guthriep@bloomington.in.gov](mailto:guthriep@bloomington.in.gov), 812-349-3426

**RESOLUTION 20-18**

**TO APPROVE AND AUTHORIZE THE EXECUTION OF A  
COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON  
AND THE BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

WHEREAS, Chapter 2.34 of the Bloomington Municipal Code establishes a procedure for Firefighters Collective Bargaining; and

WHEREAS, the City and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 have negotiated and reached agreement on provisions for a collective bargaining agreement covering calendar years 2021, 2022, 2023 and 2024; and

WHEREAS, it is in the best interests of the City to approve and execute the agreement;

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

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586, a copy of which Agreement is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_ day of December, 2020.

---

STEPHEN VOLAN, 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 December, 2020.

---

NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of December, 2020.

---

JOHN HAMILTON, Mayor  
City of Bloomington



## SYNOPSIS

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586.

**MEMORANDUM**

**CITY OF BLOOMINGTON LEGAL DEPARTMENT**

**TO:** Common Council  
**FROM:** Philippa Guthrie, Corporation Counsel  
**RE:** Collective Bargaining Agreement - Bloomington Metropolitan IAFF  
**DATE:** \_\_\_\_\_

---

**INTRODUCTION**

During October, 2020, the Bloomington Metropolitan International Association of Fire Fighters, Local 586 (hereafter, “the Union”) voted in favor of a new collective bargaining agreement negotiated between the administration and the Union’s negotiating team. The new agreement represents a settlement of bargainable terms under Bloomington Municipal Code § 2.34. The Union and the administration are asking the Council to review and approve the contract.

**BACKGROUND**

From May through September, 2020, the administration and the Union’s bargaining teams worked together to reach terms on a collective bargaining agreement. Both sides worked diligently and bargained in good faith. The negotiations were fair, amicable and productive. In September, after a negotiation session, the parties prepared an agreement for the Union’s members to consider. In October, the Union voted in favor of the contract. The attached contract represents a four-year settlement of terms covering years 2021, 2022, 2023 and 2024. The administration recommends that the City Council approve the proposed collective bargaining agreement.

**SUBSTANTIVE CHANGES**

The agreement contains several changes that will have a direct fiscal impact on the City. Staff estimates the total cost of the agreement to be \$1,946,339 over four years. Significant substantive changes to the contract are described and enumerated below.

*Base Salary*

The parties agreed to a one percent (1.0%) base salary increase in 2021 and a two percent (2.0%) base salary increase for each of the years 2022, 2023 and 2024.

### Longevity

The agreement significantly changes the previous longevity structure. Under the prior agreement, employees received longevity pay of \$800 per year starting in their second year of employment, and increasing at certain intervals: Year 4 (\$1,100/year), Year 6 (\$1,400/year), Year 14 (\$1,700/year) and Year 18 (\$1,900). At Year 20 and thereafter, the longevity amount was \$3,750.

Under the structure in this agreement, longevity pay starts at \$400/year in Year 2, and increases by \$100 each year thereafter through Year 19 (e.g. \$500 in Year 3, \$600 in Year 4, etc. through \$2100 in Year 19).

In Year 20 and beyond, longevity pay is structured in a new manner. The amount of longevity pay for each of these years is \$12,500/year, but the amount of longevity pay that any employee actually receives is capped at \$3,750/year. The purpose of this bifurcated structure is to provide a significantly higher pension benefit.

The state pension fund calculates firefighter pension rates by adding the amount of the base salary of a firefighter first class to the amount of the 20-year longevity rate. Under this new structure, the pension base for 2021 would be \$67,120 (\$54,625 base pay + \$12,500 longevity pay) instead of \$58,375 (\$54,625 + \$3,750). This difference will enable our employees to receive significantly higher pension payments during the years of their retirement, while limiting their salary amount during their period of employment to levels consistent with past practice.

The City's contribution to the state pension fund would be based on the full \$12,500 amount, meaning that the City would continue to provide the proper proportionate contribution to the State, as it does with all employee pension contributions.

### Certification Pay

The collective bargaining agreement incentivizes employees to obtain various professional certifications. Under this contract, the number of qualifying certifications is increased from 29 to 51. The payment structure for certifications is simplified to \$100/certification, and the maximum number of certifications for which an employee may receive additional pay is increased from 8 to 15 (i.e. up to \$1,500/year).

### Command Appointments

Command appointments, which are additional employment responsibilities conferred by the Chief, also carry additional pay.

Under this agreement, three new command appointments (Squad Driver, Squad Officer and Shift Logistics Technician) have been added to address certain needs within the department, while two appointments that are now obsolete (Shift Investigator and Air Mask Technician) have been removed. Compensation amounts for several command appointments have been adjusted.

#### *No Cap on Additional Pay*

Previously, an employee's total additional payments for longevity, certifications, command appointments, and level of education were capped at \$4,800/year. This agreement removes that cap, in order to provide greater incentive for long-term employees to take on additional responsibilities.

#### *Acting Pay*

Qualified employees are sometimes called upon to take the place of higher-ranking personnel who are absent. However, the lower-ranking employee is not compensated for acting at the higher-ranking level until s/he has filled the role for a certain number of days. This agreement reduces that number of days from 60 to 30, and expands the acting pay benefit to Captains who fill in for Battalion Chiefs.

#### *Clothing Allowance*

Through its quartermaster system, the City provides employees with safety equipment, including firefighting gear, gloves, helmets, eye protection, etc. However, employees are responsible for purchasing their own dress uniforms, badge shirts, duty wear (e.g. department t-shirt) and workout clothes. To offset these purchase costs, the City provides an annual clothing allowance to employees.

The proposed contract increases employees' annual clothing allowance from \$450 to \$500 and clarifies that the City will provide certain additional safety equipment to employees through the quartermaster system.

### **CONCLUSION**

After months of negotiation, the administration is satisfied that the terms of the new collective bargaining agreement are fair to all parties. Union membership has approved the new contract, and the administration recommends that the Common Council do the same.

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 586**

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

**ARTICLE I.           Terms, Conditions and Definitions**

**A.       Agreement Terms and Conditions**

**This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2021, 2022, 2023, and 2024 . It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:**

- (1)       Receipt in each and every year of the Agreement (2021, 2022, 2023, and 2024) by the Civil City of Bloomington of no less than one million, two-hundred thousand (\$1,200,000.00) dollars from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."**
- (2)       The City of Bloomington being legally authorized in each and every year of the Agreement (2021, 2022, 2023, and 2024) to increase its ad valorem property tax by a minimum of at least three percent (3%) rate of growth over the previous year's maximum permissible ad valorem property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year2021) as provided for and defined**



**in Ind. Code § 6-1.1-18.5 *et seq.* entitled “Civil Government Property Tax Controls.” The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.**

- (3) Receipt in each and every year of the Agreement (2021, 2022, 2023, and 2024) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars (\$7,500,000.00) in certified shares under any local income tax (“LIT”) distribution (“LIT Funds”) as provided for and defined in Ind. Code §6-3.6-1 *et seq.* entitled "Local Income Taxes." For the avoidance of doubt, LIT Funds shall not include any tax distributions allocated specifically to public safety or the Public Safety Answering Point by ordinance under Ind. Code § 6-3.6 *et seq.***
- (4) Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.**

**In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Article V for all subsequent years covered by this Agreement. The City shall inform the Unit of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin**

**new negotiations on the subject of said salary rates only, pursuant to Bloomington Municipal Code §2.34, and following.**

**In the event that Bloomington Municipal Code §2.34.010 "Recognition" is amended to recognize another union in lieu of the Bloomington Metropolitan IAFF Local 586, then it is specifically understood and agreed by the parties that all terms and conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.**

**In the event that Bloomington Municipal Code §2.34.040, "Issues Subject to Bargaining," is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue(s) for all subsequent years covered by this Agreement.**

**B. Definitions**

**Anniversary Date: The date employee began work at the Fire Department**

**BMF: The Bloomington Metropolitan IAFF, Local 586**

**Certification: State approved Master Firefighter and/or NFPA certification**

**City: City of Bloomington**

**Collective Bargaining Agreement: A legally binding contract between the City and Unit which regulates the terms and conditions of employment**

**Department: Bloomington Fire Department**

**Kelly Day: A pre-scheduled shift off taken at routine intervals.**

**NFPA: The National Fire Protection Association**

**OSHA: Occupational Safety and Health Administration**

**Tour of Duty: The 24-hour shift worked by firefighters in the  
Department**

**ARTICLE II.       Recognition**

**This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.34, and following.**

**ARTICLE III.       Management Rights**

**The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:**

- 1.     The right to direct the work of its employees;**
- 2.     The right to establish policy;**
- 3.     The right to maintain the efficiency of public operations;**
- 4.     The right to design and implement safety programs for employees;**
- 5.     The right to design and implement a physical fitness and job training program for employees;**
- 6.     The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;**
- 7.     The right to determine job content and job descriptions;**
- 8.     The right to determine, effectuate, and implement the objectives and goals of the City;**
- 9.     The right to manage and supervise all operations and functions of the City;**
- 10.    The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;**

11. **The right to establish, modify, change and discontinue work standards;**
12. **The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve employees from duties due to lack of work or funds or other legitimate reason;**
13. **The right to increase, reduce, change, modify, and alter the composition and size of the work force;**
14. **The right to determine, establish, set and implement policies for the selection, training and promotion of employees;**
15. **The right to create, establish, change, modify, and discontinue any City functions, operation and department;**
16. **The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;**
17. **The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;**
18. **The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;**
19. **The right to determine the size and character of inventories and their disposal;**
20. **The right to determine and enforce employee quality and quantity standards;**
21. **The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;**
22. **The right to engage consultants for any function or operation of the City;**
23. **The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;**

24. The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;
25. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of the same; and
26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

**ARTICLE IV.        Union Rights**

1.        **Dues Check-off.** Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan IAFF, Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2.        **Bulletin Boards.** The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3.        **Non-discrimination.** The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

**4. Time off for Union Business.** The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To encourage participation in state or national events, the City shall provide the BMF Local 586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. If a member of the Union is elected to a state or national Union office, the member shall be afforded an additional five (5) total tours of duty off for Union business. If more than one member of the Union is elected to a state or national Union office, the Union must divide the additional five (5) tours among all of the members elected to such offices. Union time off may be scheduled in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

**5. Meetings.** The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

**ARTICLE V. Basic Salary Ordinance**

**A. Effective January 1, 2021 the base salary rate for Firefighter 1<sup>st</sup> Class,**

**Chauffeur and Captain shall increase one percent (1%) and shall be as follows:**

<b>Firefighter 1<sup>st</sup> Class</b>	<b>\$54,625.00</b>
<b>Chauffeur</b>	<b>\$56,784.00</b>
<b>Captain</b>	<b>\$61,126.00</b>

**B. Effective January 1, 2022, the base salary rate for Firefighter 1<sup>st</sup> Class,**

**Chauffeur and Captain shall increase two percent (2%) and shall be as follows:**

<b>Firefighter 1<sup>st</sup> Class</b>	<b>\$55,718.00</b>
<b>Chauffeur</b>	<b>\$57,920.00</b>
<b>Captain</b>	<b>\$62,349.00</b>

**C. Effective January 1, 2023, the base salary rate for Firefighter 1<sup>st</sup> Class,**

**Chauffeur and Captain shall increase two percent (2%) and shall be as follows:**

<b>Firefighter 1<sup>st</sup> Class</b>	<b>\$56,832.00</b>
<b>Chauffeur</b>	<b>\$59,078.00</b>
<b>Captain</b>	<b>\$63,596.00</b>

**D. Effective January 1, 2024 the base salary rate for Firefighter 1<sup>st</sup> Class,**

**Chauffeur and Captain shall increase two percent (2%) and shall be as follows:**

<b>Firefighter 1<sup>st</sup> Class</b>	<b>\$57,969.00</b>
<b>Chauffeur</b>	<b>\$60,260.00</b>
<b>Captain</b>	<b>\$64,868.00</b>

**E. PERF. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department. These payments are based on the salary of a first**

class firefighter plus twenty years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

**ARTICLE VI. Longevity/Certification/Appointments/Education Pay**

**A. Longevity Pay**

Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>YEARS OF SERVICE</u>	2021-2024
1	0
2	400
3	500
4	600
5	700
6	800
7	900
8	1,000
9	1,100
10	1,200
11	1,300
12	1,400
13	1,500
14	1,600
15	1,700
16	1,800
17	1,900
18	2,000
19	2,100
20+	\$3,750/\$12,500*

\*Longevity pay is capped at \$3,750; however, Pension contributions are made at the full 20+ longevity rate of \$12,500.

**B. Certification Pay**



Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department's Professional Standards and Promotion Guide shall be eligible for additional compensation in accordance with the table set forth below:

<u>Number</u>	<u>Amount</u>
1	\$100
2	\$200
3	\$300
4	\$400
5	\$500
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500

A maximum of fifteen (15) certificates, or one thousand, five hundred dollars (\$1,500.00), shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay.

**C. Professional and Command Appointments**

Additional pay for professional and command appointments shall be as follows:

Squad Officer	\$1,800
Headquarters Captain	\$1,000
Station Captain	\$1,000
Squad Driver	\$900
Engineer	\$900
Shift Training Instructor	\$800
Sergeant	\$500
Shift Logistics Technician	\$500
Rescue Technician	\$200

**Headquarters Station Differential            \$100**

**D.    Education**

**Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.**

**Education Pay shall be paid as follows:**

<b>Level 1 . . . Associate 2-year degree</b>	<b>\$500</b>
<b>Level 2 . . . Bachelor 4-year degree</b>	<b>\$1,200</b>

**ARTICLE VII.    Clothing Allowance**

**Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of five hundred dollars (\$500.00). Firefighters shall be required to procure and maintain their uniforms, not including personal protective equipment, with their clothing allowance. Clothing allowance checks will be distributed in a single disbursement to all eligible members on the regularly scheduled payday that falls on or immediately preceding June 15 of each year.**

**The City shall operate a quartermaster system and shall provide all personal protective equipment necessary for members to perform their duties. Personal protective equipment shall include:**

- Structural firefighting coat;**
- Structural firefighting pants;**
- Structural firefighting boots;**

**Structural firefighting helmet;  
Structural firefighting gloves;  
Structural firefighting protective hood;  
Extrication gloves; and  
High-visibility jackets.**

**Members shall continue to procure and maintain their own uniforms. Uniforms shall include:**

**Class A dress uniform;  
Class B button-up uniform;  
Class C work uniform; and  
Any other clothing items required by Department regulation or order.**

**ARTICLE VIII. Holiday Pay**

**For the term of this Contract, employees in the Unit shall receive one-hundred dollars (\$100.00) per holiday for each holiday an employee is regularly scheduled to work. Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.**

**ARTICLE IX. Life Insurance**

**During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars (\$50,000.00); or a total of one hundred thousand dollars (\$100,000) in the event of accidental death, the premiums for which shall be paid by the City.**

**ARTICLE X. Firefighter Health and Safety**

**It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.**

**If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.**

**If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.**

**Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.**

**ARTICLE XI. Health Insurance/Dental Insurance**

**Firefighters shall be eligible to participate in the City's group medical/dental insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final decision as to scope of coverage and the choice of insurance carrier shall rest with the City.**

Retired employees shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for active employees.

The City and employees jointly recognize the problem of potential medical premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

**ARTICLE XII. Bereavement**

Bereavement leave is available after completion of a firefighter's initial probationary period. If there is a death in the employee's immediate family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of the employee's mate, or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed two (2) tours of duty. In the case of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one tour of duty.

Any other absence in connection with funerals of other relatives or friends may be excused using a vacation day or without pay at the discretion of the Chief.

**ARTICLE XIII.     Unscheduled Duty/Holdover/Mandatory Training Pay**

Members shall receive **Unscheduled Duty Pay** at their regular hourly rate of pay with an established minimum of two (2) hours pay with no maximum limit. **Unscheduled duty shall include only instances when a firefighter is called in from off-duty time, and shall not include holdover from an on-duty shift ("end-of shift run"). Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments with no maximum and shall also be paid at a member's regular rate of pay. The two (2) hour minimum shall not apply to holdover duty.**

**Mandatory Training required by the Department during a firefighter's off-duty time shall also be compensated at a member's regular rate of pay with a minimum of two (2) hours pay and a maximum of eight (8) hours pay. A member shall only be compensated at his/her regular rate of pay for **Unscheduled Duty, Holdover, and Mandatory Training** until the number of his/her hours worked exceed the applicable Fair Labor Standards Act (FLSA) overtime threshold. Once a member's number of hours worked exceed the applicable FLSA overtime threshold, the member shall be paid overtime at the rate established by the FLSA.**

**ARTICLE XIV.     Acting Pay**

**A firefighter or Captain in the Unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters and Captains shall be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter (or in the case of a Captain, on**

behalf of a Battalion Chief) who is sick or on vacation, but will only receive "acting pay" for the position in the event the "acting" status exceeds thirty (30) consecutive calendar days.

A reassignment payment of ten dollars (\$10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station ranking officer during the same pay period in which the reassignment takes place. Failure to complete and submit the reassignment slip will result in forfeiture of payment.

**ARTICLE XV.      Vacation Days and Kelly Days**

After having completed twelve (12) months of continuous employment, members of the Unit shall receive tours of duty off for years of continuous active service with the Department as contained in the table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the firefighter's captain and scheduled with the Battalion Chief in accordance with Department Regulations and/or Orders in order to guarantee the tour of duty off.

Vacation days may be scheduled in either twelve (12) hour, one-half tour of duty increments from the beginning to the middle of the tour of duty or from the middle to the end of the tour of duty; or vacation days may be scheduled for an entire twenty-four (24) hour tour of duty. Vacation days scheduled in twelve (12) hour, one-half tour of duty increments shall count as one-half vacation day used. Approval of vacation days shall be dependent on the number of personnel scheduled off for the tour of duty. Vacation days are afforded for years of continuous active service with the Department in accordance with the table below:

<u>Years of Service</u>	<u>24-hr Tour of Duty</u>
0	0
1	5
2	5
3	5
4	5
5	5
6	6
7	6
8	6
9	7
10	7
11	7
12	8
13	8



14	8
15	9
16	9
17	9
18	10
19	10
20	10
21	11
22	11
23	11
24	12
25	12
26	12

In addition to vacation days, members of the Department shall receive eight additional days, known as Kelly Days, per year. Kelly Days will be scheduled in accordance with Department Regulations and/or General Orders.

**ARTICLE XVI. Sickness and Injury**

Firefighters of the department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the firefighter’s captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Members utilizing sick leave shall submit a doctor's statement in accordance with Department Regulations. If a doctor’s statement is required by Department Regulation, the statement shall contain the expected date of return to duty, any limitations of duty and shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the firefighter’s captain or Battalion Chief prior to the next regularly scheduled tour of duty in

order to inform the supervisor of the expected date of return and any limitations of duty. The firefighter shall return to duty as soon as possible after an illness or injury.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the firefighter in accordance with current Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the firefighter's medical insurance or workers compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the firefighter was on the City's medical insurance plan.

**ARTICLE XVII. Layoffs**

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of the number of sworn personnel to be laid off.

Sworn personnel with the least seniority will be laid off first and recalled last. Sworn personnel that have been laid off will be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel will not be hired as the result of a layoff to perform any duties previously performed by a firefighter.

**ARTICLE XVIII. Negotiation Time**

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3<sup>rd</sup>) member from the same shift be excused. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's off-duty time.

**ARTICLE XIX. Labor-Management Committee**

The City and employees in the Unit agree to utilize a joint Labor-Management Committee which shall consist of three (3) representatives appointed by the Mayor and three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a

change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

In the event that a majority of the Committee shall fail to reach an agreement on any proposal after four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days the Fire Chief and Union President shall resolve the matter or forward it on to the Board of Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.

**ARTICLE XX.      Non-Discrimination**

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex, disability, sexual orientation, national origin, familial status or ancestry, or any other legally protected classification.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

**ARTICLE XXI. Personnel Service Records**

Inspection of documents contained in an employee's personnel file shall be in accordance with state law. Each employee shall be given a copy of all additions to their file at the time such additions are made or in a reasonable time thereafter.

Complaints determined to be unfounded or those in which the employee was found not to be involved or is exonerated will not be placed in the employee's personnel file. Sustained complaints will be retained in accordance with state law.

Any adverse personnel action taken by the Board of Public Safety may be considered at any time. Any adverse personnel action taken by the Chief or another supervisor in the Department may not be considered by the Department beyond three (3) years from the date of the adverse personnel action.

**ARTICLE XXII. Agreement Grievance Procedure**

Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures.

**The term “work days” as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.**

- 1. An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and firefighter’s captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.**
- 2. Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.**

**After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.**

- 3. Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10) working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.**
- 4. Within ten (10) working days of receipt of the Chief’s written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.**
- 5. In the event that a grievance is not resolved in Step Four of this Procedure, it may be submitted to non-binding advisory arbitration by the giving of written notice by one party to the other within ten (10) working days of the response of**

**the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented, but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.**

**ARTICLE XXIII. Interdepartmental Transfer**

**The City of Bloomington values the public service provided by employees. Transfer from the Fire Department to a civilian position or the Police Department shall be as follows:**

**Any accumulated vacation time shall be taken before transfer from the department or paid to the employee.**

**The employee will receive and accumulate vacation days based on one-half of the employee's respective of years of service, as applied to either the Police Department's vacation or Civil City's vacation/PTO schedule. As an example, if the employee has 20 years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Police Department or Civil City.**

**If the transfer is to the Police Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time may be taken during probation or the applicable period for the new position.**

**The employee shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.**

**The employee shall receive no other benefit from transfer (including, but not limited to longevity or training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.**

**ARTICLE XXIV. Full and Complete Agreement**

**The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal Code §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective on the date this Agreement is approved by the City Council constitutes the sole, entire and existing Agreement between the parties hereto and, effective on the date this Agreement is approved by the City Council, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and**



**restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal Code §2.34.**

**Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1<sup>st</sup> of the last year of the contract. In the event that a new agreement is not reached before July 1<sup>st</sup> of 2024, then the terms and provisions of the Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.**

**This Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2021 through December 31, 2024.**

**BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 586**

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
**Jordan Canada, President**

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

\_\_\_\_\_  
**Robert McWhorter, Jr., Vice President**

\_\_\_\_\_  
**Stephen Volan, President  
Bloomington Common Council**

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**Reviewed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**Philippa Guthrie  
Corporation Counsel  
City of Bloomington**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 586**

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON  
AND THE BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 586**

**ARTICLE I. Terms, Conditions and Definitions**

**A. Agreement Terms and Conditions**

This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2021, 2022, 2023, and 2024 ~~2017, 2018, 2019, and 2020~~. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

- (1) Receipt in each and every year of the Agreement (2021, 2022, 2023, and 2024~~2017, 2018, 2019, and 2020~~) by the Civil City of Bloomington of no less than one million, two-hundred thousand (\$1,200,000.00) dollars from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."
- (2) The City of Bloomington being legally authorized in each and every year of the Agreement (2021, 2022, 2023, and 2024~~2017, 2018, 2019, and 2020~~) to increase its ad valorem property tax by a minimum of at least three percent (3%) rate of growth over the previous year's maximum permissible ad valorem property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year-

~~2021~~2017) as provided for and defined in Ind. Code § 6-1.1-18.5 *et seq.*

entitled “Civil Government Property Tax Controls.” The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

- (3) Receipt in each and every year of the Agreement (~~2021, 2022, 2023, and 2024~~2017, 2018, 2019, and 2020) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars (\$7,500,000.00) in certified shares under any local income tax (“LIT”) distribution (“LIT Funds”) as provided for and defined in Ind. Code §63.61 *et seq.* entitled "Local Income Taxes." For the avoidance of doubt, LIT Funds shall not include any tax distributions allocated specifically to public safety or the Public Safety Answering Point by ordinance under Ind. Code § 6-3.6 *et seq.*
- (4) Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.

In the event that any of the abovestated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Article V for all subsequent years covered by this Agreement. The City shall inform the Unit of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to Bloomington Municipal Code §2.34, and following.

In the event that Bloomington Municipal Code §2.34.010 “Recognition” is amended to recognize another union in lieu of the Bloomington Metropolitan ~~Firefighters-IAFF~~ Local 586, then it is specifically understood and agreed by the parties that all terms and

conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.

In the event that Bloomington Municipal Code §2.34.040, "Issues Subject to Bargaining," is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue(s) for all subsequent years covered by this Agreement.

B. Definitions

**Anniversary Date:** The date employee began work at the Fire Department

**BMF: The Bloomington Metropolitan IAFF, Local 586**

**Certification:** State approved Master Firefighter and/or NFPA certification

**City:** City of Bloomington

**~~City Day: Personal day for firefighter which is one Tour of Duty~~**

**Collective Bargaining Agreement:** A legally binding contract between the City and Unit which regulates the terms and conditions of employment

**Department:** Bloomington Fire Department

**Kelly Day: A pre-scheduled shift off taken at routine intervals.**

**NFPA:** The National Fire Protection Association

**OSHA:** Occupational Safety and Health Administration

**~~BMF: The Bloomington Metropolitan Firefighters Local 586~~**

**Tour of Duty:** The 24-hour shift worked by firefighters in the Department

**ARTICLE II. Recognition**



**This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.34, and following.**

**ARTICLE III.        Management Rights**

**The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:**

- 1.     The right to direct the work of its employees;**
- 2.     The right to establish policy;**
- 3.     The right to maintain the efficiency of public operations;**
- 4.     The right to design and implement safety programs for employees;**
- 5.     The right to design and implement a physical fitness and job training program for employees;**
- 6.     The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;**
- 7.     The right to determine job content and job descriptions;**
- 8.     The right to determine, effectuate, and implement the objectives and goals of the City;**
- 9.     The right to manage and supervise all operations and functions of the City;**
- 10.    The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;**
- 11.    The right to establish, modify, change and discontinue work standards;**
- 12.    The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve**

employees from duties due to lack of work or funds or other legitimate reason;

13. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
14. The right to determine, establish, set and implement policies for the selection, training and promotion of employees;
15. The right to create, establish, change, modify, and discontinue any City functions, operation and department;
16. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;
17. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;
18. The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;
19. The right to determine the size and character of inventories and their disposal;
20. The right to determine and enforce employee quality and quantity standards;
21. The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;
22. The right to engage consultants for any function or operation of the City;
23. The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;
24. The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;
25. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments,

divisions, subdivisions, locations and the closing and discontinuance of the same; and

26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

#### ARTICLE IV. Union Rights

1. **Dues Check-off.** Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan ~~IAFF, Firefighters~~ Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2. **Bulletin Boards.** The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3. **Non-discrimination.** The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

4. **Time off for Union Business.** The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To

encourage participation in state or national events, the City shall provide the BMF Local 586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. If a member of the Union is elected to a state or national Union office, the member shall be afforded an additional five (5) total tours of duty off for Union business. If more than one member of the Union is elected to a state or national Union office, the Union must divide the additional five (5) tours among all of the members elected to such offices. Union time off may be scheduled in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

5. Meetings. The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

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**ARTICLE V. Basic Salary Ordinance**

A. Effective January 1, ~~2021-2017~~ the base salary rate for Firefighter 1<sup>st</sup> Class, Chauffeur and Captain shall increase ~~onetwo~~ percent (~~12~~%) and shall be as follows:

Firefighter 1 <sup>st</sup> Class	<del>\$54,625.00</del> <b>\$50,964.00</b>
Chauffeur	<del>\$56,784.00</del> <b>\$52,979.00</b>
Captain	<del>\$61,126.00</del> <b>\$57,030.00</b>

B. Effective January 1, ~~2022~~**2018**, the base salary rate for Firefighter 1<sup>st</sup> Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1 <sup>st</sup> Class	<del>\$55,718.00</del> <b>\$51,984.00</b>
Chauffeur	<del>\$57,920.00</del> <b>\$54,038.00</b>
Captain	<del>\$62,349.00</del> <b>\$58,171.00</b>

C. Effective January 1, ~~2023~~**2019**, the base salary rate for Firefighter 1<sup>st</sup> Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1 <sup>st</sup> Class	<del>\$56,832.00</del> <b>\$53,023.00</b>
Chauffeur	<del>\$59,078.00</del> <b>\$55,119.00</b>
Captain	<del>\$63,596.00</del> <b>\$59,334.00</b>

D. Effective January 1, ~~2024~~**2020**, the base salary rate for Firefighter 1<sup>st</sup> Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1 <sup>st</sup> Class	<del>\$57,969.00</del> <b>\$54,084.00</b>
Chauffeur	<del>\$60,260.00</del> <b>\$56,222.00</b>
Captain	<del>\$64,868.00</del> <b>\$60,521.00</b>

E. PERF. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department. These payments are based on the salary of a first class firefighter plus twenty years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

**ARTICLE VI. Longevity/Certification/Appointments/Education Pay**

**A. Longevity Pay**

**(1)**—Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>YEARS OF SERVICE</u>	<u>2021-2024</u>	<u>2014-2016</u>
1		0
2	<u>400</u>	<u>800</u>
3	<u>500</u>	<u>800</u>
4	<u>600</u>	<u>1,100</u>
5	<u>700</u>	<u>1,100</u>
6	<u>800</u>	<u>1,400</u>
7	<u>900</u>	<u>1,400</u>
8	<u>1,000</u>	<u>1,400</u>
9	<u>1,100</u>	<u>1,400</u>
10	<u>1,200</u>	<u>1,400</u>
11	<u>1,300</u>	<u>1,400</u>
12		1,400
13	<u>1,500</u>	<u>1,400</u>
14	<u>1,600</u>	<u>1,700</u>
15		1,700
16	<u>1,800</u>	<u>1,700</u>
17	<u>1,900</u>	<u>1,700</u>
18	<u>2,000</u>	<u>1,900</u>
19	<u>2,100</u>	<u>1,900</u>
20+	<u>\$3,750</u>	<u>\$12,500*</u>

**\*(2) Longevity pay is capped at \$3,750; however, Pension contributions are made at the full 20+ longevity rate of \$12,500.**

**B. Certification Pay**

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department’s Professional Standards and Promotion Guide the following certifications shall be eligible for additional compensation in accordance with the table set forth below:

- ~~(1) Airport Firefighter~~ ~~(2) Automobile Extrication Technician~~  
~~(3) Confined Space Rescue Technician~~ ~~(4) Driver/Operator Aerial~~

- ~~(5) Driver/Operator Mobile Water Supply~~      ~~(6) Driver/Operator Pumper~~
- ~~(7) Fire Inspector I~~      ~~(8) Fire Inspector II~~
- ~~(9) Fire Instructor I~~      ~~(10) Fire Instructor II/III~~
- ~~(11) Fire Investigator~~      ~~(12) Fire Officer I~~
- ~~(13) Fire Officer II~~      ~~(14) Fire Officer III~~
- ~~(15) Fire Officer IV~~      ~~(16) Fire Officer Strategy and Tactics\*~~
- ~~(17) Fire Prevention/Inspection~~      ~~(18) Fire Service Management~~
- ~~(19) Fire/Arson Investigation~~      ~~(20) HAZMAT Technician~~
- ~~(21) Rope Rescue Technician~~      ~~(22) Safety Officer\*~~
- ~~(23) Structural Collapse Rescue Technician~~      ~~(24) Surface Ice Rescue Technician~~
- ~~(25) Swift Water Rescue Technician~~      ~~(26) Trench Rescue Technician\*~~
- ~~(27) Vehicle and Machinery Rescue Technician~~      ~~(28) Wilderness Rescue Technician~~
- ~~(29) Wildland Fire Suppression~~

<u>Number</u>	<u>Amount</u>
1	<del>\$100300</del>
2	<del>\$200400</del>
3	<del>\$300500</del>
4	<del>\$400600</del>
5	<del>\$500700</del>
6	<del>\$600800</del>
7	<del>\$700900</del>
8	<del>\$8001,000</del>
<u>9</u>	<u>\$900</u>
<u>10</u>	<u>\$1,000</u>
<u>11</u>	<u>\$1,100</u>
<u>12</u>	<u>\$1,200</u>
<u>13</u>	<u>\$1,300</u>
<u>14</u>	<u>\$1,400</u>
<u>15</u>	<u>\$1,500</u>

~~\*The names of these certifications have changed over the years. Firefighters shall be eligible for compensation for equivalent certifications with different names (i.e. Master Strategy and Tactics, Incident Safety Officer, and Trench Technician), but only for either the new or the old certification where the names have changed.~~

————A maximum of fifteen (15)~~eight (8)~~ certificates, or one thousand, five hundred dollars (~~\$1,500.001,000.00~~), shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay. ~~If the State of Indiana modifies its list of~~

~~certifications during the course of this contract, the parties agree to meet to discuss appending the contract to clarify which certifications will be included as payable.~~

**C. Professional and Command Appointments**

Additional pay for professional and command appointments shall be as follows:

<del>Senior Headquarters Captain</del>	<del>\$1,400</del>
<del>Rescue Technician</del>	<del>\$2001,200</del>
<del>Squad Officer</del>	<del>\$1,800</del>
<del>Headquarters Captain</del>	<del>\$1,000900</del>
<del>Station Captain</del>	<del>\$1,000</del>
<del>Squad Driver</del>	<del>\$900</del>
<del>Headquarters Sergeant</del>	<del>\$900</del>
<del>Engineer</del>	<del>\$900</del>
<del>Shift Training Instructor</del>	<del>\$800</del>
<del>Shift Investigator</del>	<del>\$600</del>
<del>Air Mask Technician</del>	<del>\$600</del>
<del>Station Captain</del>	<del>\$1000500</del>
<del>Sergeant</del>	<del>\$500</del>
<del>Squad Officer</del>	<del>\$1800</del>
<del>Squad Driver</del>	<del>\$900</del>
<del>Shift Logistics Technician</del>	<del>\$500</del>
<del>Rescue Technician</del>	<del>\$200</del>
<del>Headquarters Station Differential for Firefighters 1<sup>st</sup> Class, Chauffeurs and Captains</del>	<del>\$100</del>

**D. Education**

Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.

Education Pay shall be paid as follows:

Level 1 . . . Associate 2-year degree	\$500
Level 2 . . . Bachelor 4-year degree	\$1,200



~~E. Other~~

~~Maximum additional pay under Sections A through D of this Article shall not exceed four thousand, eight hundred dollars (\$4,800.00) annually.~~

**ARTICLE VII. Clothing Allowance**

Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of ~~five hundred~~~~four-hundred fifty~~ dollars (\$~~500.00~~~~450.00~~). Firefighters shall be required to procure and maintain their uniforms, not including personal protective equipment, with their clothing allowance. ~~Clothing allowance checks will be issued no later than the regularly scheduled payday which falls on or immediately preceding June 15 of each year of this Agreement. Clothing allowance checks will be distributed in a single disbursement to all eligible members on the regularly scheduled payday that falls on or immediately preceding June 15 of each year.~~

The City shall operate a quartermaster system and shall provide all personal protective equipment necessary for members to perform their duties. Personal protective equipment shall include:

- Structural firefighting coat;
- Structural firefighting pants;
- Structural firefighting boots;
- Structural firefighting helmet;
- Structural firefighting gloves; **and**
- Structural firefighting protective hood; **;**
- ~~Extrication gloves; and~~
- ~~High-visibility jackets.~~

Members shall continue to procure and maintain their own uniforms. Uniforms shall include:

- Class A dress uniform;
- Class B button-up uniform;
- Class C work uniform; and
- Any other clothing items required by Department regulation or order.

~~As the City transitions from a clothing allowance model to a quartermaster system, members may be required to continue using their present personal protective equipment until the City is able to provide replacement gear.~~

**ARTICLE VIII. Holiday Pay**

For the term of this Contract, employees in the Unit shall receive one-hundred dollars (\$100.00) per holiday for each holiday an employee is regularly scheduled to work.

Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.

**ARTICLE IX. Life Insurance**

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars (\$50,000.00); or a total of one hundred thousand dollars (\$100,000) in the event of accidental death, the premiums for which shall be paid by the City.

**ARTICLE X. Firefighter Health and Safety**

It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.

If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee

has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.

Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.

**ARTICLE XI.        Health Insurance/Dental Insurance**

Firefighters shall be eligible to participate in the City's group medical/dental insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final decision as to scope of coverage and the choice of insurance carrier shall rest with the City. Retired employees shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for active employees.

The City and employees jointly recognize the problem of potential medical premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

**ARTICLE XII. Bereavement**

Bereavement leave is available after completion of a firefighter's initial probationary period. If there is a death in the employee's immediate family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, the parent or child of the employee's mate, or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed two (2) tours of duty. In the case of the death of an employee's grandparent, grandchild, brotherinlaw, sisterinlaw, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one tour of duty.

Any other absence in connection with funerals of other relatives or friends may be excused using a vacation day or without pay at the discretion of the Chief.

**ARTICLE XIII. Unscheduled Duty/Holdover/Mandatory Training Pay**

Members shall receive **Unscheduled Duty Pay** at their regular hourly rate of pay with an established minimum of two (2) hours pay with no maximum limit. **Unscheduled duty** shall include only instances when a firefighter is called in from off-duty time, and shall not include holdover from an on-duty shift ("end-of shift run"). Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments with no maximum and shall also be paid at a member's regular rate of pay. The two (2) hour minimum shall not apply to holdover duty.

Mandatory Training required by the Department during a firefighter's off-duty time shall also be compensated at a member's regular rate of pay with a minimum of two (2) hours pay and a maximum of eight (8) hours pay. A member shall only be compensated at his/her regular rate of pay for **Unscheduled Duty, Holdover, and Mandatory Training** until the number of his/her hours worked exceed the applicable Fair Labor Standards Act (FLSA) overtime threshold. Once a member's number of hours worked exceed the

applicable FLSA overtime threshold, the member shall be paid overtime at the rate established by the FLSA.

**ARTICLE XIV.     Acting Pay**

A firefighter **or Captain** in the Unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters **and Captains** shall be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter **(or in the case of a Captain, on behalf of a Battalion Chief)** who is sick or on vacation, but will only receive "acting pay" for the position in the event the "acting" status exceeds **thirty (30)~~sixty (60)~~** consecutive calendar days.

A reassignment payment of ten dollars (\$10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station

ranking officer during the same pay period in which the reassignment takes place. on the date of reassignment. Failure to complete and submit the reassignment slip will result in forfeiture of payment.

**ARTICLE XV.      Vacation Days and Kelly Days**

After having completed twelve (12) months of continuous employment, members of the Unit shall receive tours of duty off for years of continuous active service with the Department as contained in the table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the firefighter's captain and scheduled with the Battalion Chief in accordance with Department Regulations and/or Orders in order to guarantee the tour of duty off.

Vacation days may be scheduled in either twelve (12) hour, one-half tour of duty increments from the beginning to the middle of the tour of duty or from the middle to the end of the tour of duty; or vacation days may be scheduled for an entire twenty-four (24) hour tour of duty. Vacation days scheduled in twelve (12) hour, one-half tour of duty increments shall count as one-half vacation day used. Approval of vacation days shall be dependent on the number of personnel scheduled off for the tour of duty. Vacation days are afforded for years of continuous active service with the Department in accordance with the table below:

<u>Years of Service</u>	<u>24-hr Tour of Duty</u>
0	0
1	5
2	5
3	5
4	5
5	5
6	6
7	6
8	6
9	7

10	7
11	7
12	8
13	8
14	8
15	9
16	9
17	9
18	10
19	10
20	10
21	11
22	11
23	11
24	12
25	12
26	12

In addition to vacation days, members of the Department shall receive eight additional days, known as Kelly Days, per year. Kelly Days will be scheduled in accordance with Department Regulations and/or General Orders.

**ARTICLE XVI. Sickness and Injury**

Firefighters of the department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the firefighter's captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Members utilizing sick leave shall submit a doctor's statement in accordance with Department Regulations. If a doctor's statement is required by Department Regulation, the statement shall contain the expected date of return to duty, any limitations of duty and shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the firefighter's captain or Battalion Chief prior to the next regularly scheduled tour of duty in

order to inform the supervisor of the expected date of return and any limitations of duty. The firefighter shall return to duty as soon as possible after an illness or injury.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the firefighter in accordance with current Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the firefighter's medical insurance or workers compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the firefighter was on the City's medical insurance plan.–

**ARTICLE XVII.    Layoffs**

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of the number of sworn personnel to be laid off.



Sworn personnel with the least seniority will be laid off first and recalled last. Sworn personnel that have been laid off will be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel will not be hired as the result of a layoff to perform any duties previously performed by a firefighter.

**ARTICLE XVIII. Negotiation Time**

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3<sup>rd</sup>) member from the same shift be excused. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's offduty time.

**ARTICLE XIX. LaborManagement Committee**

The City and employees in the Unit agree to utilize a joint LaborManagement Committee which shall consist of three (3) representatives appointed by the Mayor and

**three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.**

**In the event that a majority of the Committee shall fail to reach an agreement on any proposal after four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days the Fire Chief and Union President shall resolve the matter or forward it on to the Board of Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.**

**The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.**

**ARTICLE XX.      NonDiscrimination**

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex, disability, sexual orientation, national origin, familial status or ancestry, or any other legally protected classification.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

**ARTICLE XXI.      Personnel Service Records**

Inspection of documents contained in an employee's personnel file shall be in accordance with state law. Each employee shall be given a copy of all additions to their file at the time such additions are made or in a reasonable time thereafter.

Complaints determined to be unfounded or those in which the employee was found not to be involved or is exonerated will not be placed in the employee's personnel file.

Sustained complaints will be retained in accordance with state law.

Any adverse personnel action taken by the Board of Public Safety may be considered at any time. Any adverse personnel action taken by the Chief or another supervisor in the Department may not be considered by the Department beyond three (3) years from the date of the adverse personnel action.

**ARTICLE XXII.     Agreement Grievance Procedure**

**Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures.**

**The term “work days” as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.**

- 1. An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and firefighter’s captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.**
- 2. Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.**

**After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.**

- 3. Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10) working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.**
- 4. Within ten (10) working days of receipt of the Chief’s written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the**

next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.

5. In the event that a grievance is not resolved in Step Four of this Procedure, it may be submitted to nonbinding advisory arbitration by the giving of written notice by one party to the other within ten (10) working days of the response of the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented, but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.

#### **ARTICLE XXIII. Interdepartmental Transfer**

The City of Bloomington values the public service provided by employees. Transfer from the Fire Department to a civilian position or the Police Department shall be as follows:

Any accumulated vacation time shall be taken before transfer from the department or paid to the employee.

The employee will receive and accumulate vacation days based on one-half of the employee's respective of years of service, as applied to either the Police Department's vacation or Civil City's vacation/PTO schedule. As an example, if the employee has 20 years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Police Department or Civil City.

If the transfer is to the Police Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time may be taken during probation or the applicable period for the new position.

The employee shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

The employee shall receive no other benefit from transfer (including, but not limited to longevity or training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.

**ARTICLE XXIV. Full and Complete Agreement**

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal Code §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective on the date this Agreement is approved by the City Council constitutes the sole, entire and existing Agreement between the parties hereto and, effective on the date this Agreement is approved by the City Council, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal Code §2.34.

Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1<sup>st</sup> of the

last year of the contract. In the event that a new agreement is not reached before July 1<sup>st</sup> of ~~2024~~2020, then the terms and provisions of the Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.

This Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2021 ~~2017~~ through December 31, ~~2024~~2020.

BLOOMINGTON METROPOLITAN  
INTERNATIONAL ASSOCIATION OF  
FIRE\_FIGHTERS, LOCAL 586

CITY OF BLOOMINGTON

\_\_\_\_\_  
Jordan Canada~~Bob Loviseek~~, President

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

\_\_\_\_\_  
Robert McWhorter, Jr.~~Joseph Radanovich~~, Vice President  
Ruff, President

\_\_\_\_\_  
Stephen Volan~~Andy~~

Bloomington Common Council

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020~~2017~~.

Reviewed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020~~2017~~.

\_\_\_\_\_  
Philippa Guthrie  
Corporation Counsel  
City of Bloomington





## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 20-32 – An Ordinance to Amend Ordinance 20-22, which Fixed the Salaries of Officers of the Police and Fire Departments for the City of Bloomington, Indiana, for the Year 2021**

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#### **Synopsis**

This ordinance sets the minimum and maximum salary rates for all sworn fire and police personnel for the year 2021 in accordance with Council-approved collective bargaining agreements.

#### **Relevant Materials**

- Ordinance 20-32
- Staff Memo from Caroline Shaw, Human Resources Director
- Fiscal Impact Statement forthcoming

#### **Summary**

Ordinance 20-32 would set new minimum and maximum salary rates for all sworn fire and police personnel for the year 2021. Such an action should follow from any Council-approved collective bargaining agreements, such as the collective bargaining agreement coming forward for Council approval through Resolution 20-18. Resolution 20-18 is not scheduled for first reading on December 2, 2020 (it will come forward for a committee discussion on December 9), but is included in this packet as it approves and authorizes the execution of a new four-year Collective Bargaining Agreement (“CBA”) between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters (“Fire Fighters”), Local 586.

Indiana Code 36-8-3-3 authorizes the Common Council to fix the annual compensation of all members of the police and fire departments and other appointees. On October 14, 2020, Council adopted Ordinance 20-22, which set the salaries of the police and fire departments. Subsequently, the City and the Fire Fighters negotiated a new CBA, necessitating an update to Ordinance 20-22 to reflect the new terms. Ordinance 20-32 reflects the new bargained terms. It is worth noting that the compensation of the police department has not changed, but is restated in Ord 20-32 in the interest of including all relevant salaries in one document.

#### **Contact**

Caroline Shaw, Human Resources Director, [shawcaro@bloomington.in.gov](mailto:shawcaro@bloomington.in.gov), 812-349-3404

**ORDINANCE 20-32**

**AN ORDINANCE TO AMEND ORDINANCE 20-22, WHICH FIXED THE SALARIES OF OFFICERS OF THE POLICE AND FIRE DEPARTMENTS FOR THE CITY OF BLOOMINGTON, INDIANA, FOR THE YEAR 2021**

- WHEREAS, Indiana Code § 36-8-3-3(d) authorizes the Common Council to fix the annual compensation of all members of the police and fire departments and other appointees; and
- WHEREAS, Salaries for members of the police and fire departments were set by Ordinance 20-22 which was adopted on October 14, 2020; and
- WHEREAS, Recent execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan International Association of Fire Fighters, Local 586 should be reflected in Ordinance 20-22; and
- WHEREAS, In the interest of including all relevant salaries in one document, these changes are incorporated into Ordinance 20-22 by deleting and replacing the text of the entire ordinance;

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

Ordinance 20-22, which fixed annual compensation for all members of the police and fire departments and other appointees, is hereby deleted in its entirety and replaced as follows:

SECTION I A. From and after January 1, 2021, pursuant to Indiana Code § 36-8-3-3 (d), the salary and pay schedule for the officers of the Fire Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

**FIRE DEPARTMENT EMPLOYEES**

<b><u>Job Title</u></b>	<b><u>Grade</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Chief	12	\$74,017	\$133,231
Deputy Chief	10	\$53,193	\$95,746
Battalion Chief of Operations (3)	9	\$48,357	\$87,042
Battalion Chief of Training	9	\$48,357	\$87,042
Community Engagement Officer	7	\$41,085	\$65,735
Fire Inspection Officer	7	\$41,085	\$65,735
Fire Logistics Officer	7	\$41,085	\$65,735
Probationary Officer	5	\$37,265	\$59,624

**CONTRACTUAL SALARIES**

Captain	\$61,126
Chauffeur	\$56,784
Firefighter 1 <sup>st</sup> Class	\$54,625

In addition to the salary and pay schedule listed above, the City also shall contribute four percent (4.0%) of the salary of a fully paid Firefighter 1<sup>st</sup> Class with twenty years of longevity (equal to

an additional \$12,500) to the Public Employees Retirement Fund on behalf of each firefighter under the authority of I.C. §§ 36-8-7-8 and 36-8-8-8.

**SECTION I B. Additional pay for all job positions except Fire Department Administration.**

Effective January 1, 2021, increases to the base salary described above on the basis of longevity, professional assignment, certification, and education shall be paid as reflected below.

**Longevity:**

Additional pay for longevity shall be credited on the firefighter’s anniversary date of hire after the completion of years of service as reflected in the chart below.

<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>
1	\$0	6	\$800	11	\$1,300	16	\$1,800
2	\$400	7	\$900	12	\$1,400	17	\$1,900
3	\$500	8	\$1,000	13	\$1,500	18	\$2,000
4	\$600	9	\$1,100	14	\$1,600	19	\$2,100
5	\$700	10	\$1,200	15	\$1,700	20+	\$3,750/ \$12,500

\*

\*Longevity is capped at \$3,750; however, pension contributions are made at the full 20+ longevity rate of \$12,500.

**Certification:**

Firefighters who have achieved one or more of the 51 qualifying certifications listed in the Department’s Professional Standards and Promotion Guide shall be eligible for additional compensation in accordance with the table set forth below:

<u>Number of Certifications</u>	<u>Amount per Certification</u>
1	\$100
2	\$200
3	\$300
4	\$400
5	\$500
6	\$600
7	\$700
8	\$800
9	\$900
10	\$1,000
11	\$1,100
12	\$1,200
13	\$1,300
14	\$1,400
15	\$1,500

Maximum of fifteen (15) certificates or one thousand, five hundred dollars (\$1,500.00) shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay.

**Professional & Command Classifications:**

Additional pay for professional and command appointments shall be as follows:

Squad Officer	\$ 1,800
Headquarters Captain	\$ 1,000
Station Captain	\$ 1,000
Squad Driver	\$ 900
Engineer	\$ 900
Shift Training Instructor	\$ 800
Sergeant	\$ 500
Shift Logistics Technician	\$ 500
Rescue Technician	\$ 200
Headquarters Station Differential	\$ 100

**Education:**

Education Pay shall be paid to firefighters with advanced degrees from accredited institutions at two levels:

Level 1	Associate 2-year degree	\$ 500
Level 2	Bachelor 4-year or higher level degree	\$ 1,200

**Other:**

Unscheduled Duty Pay*	Paid at employee's regular hourly rate. Minimum 2 hours. No maximum.
Holdover Pay	Paid at employee's regular hourly rate. Minimum .5 hours. No maximum.
Mandatory Training Pay	Paid at employee's regular hourly rate. Minimum 2 hours and maximum 8 hours.
Holiday Pay**	\$100 per day
Clothing Allotment	\$500
Reassignment Pay	\$10 per tour of duty
On-Call Pay***	\$100 per week spent on on-call status.
Acting Pay	Base salary increased to the base salary of the higher rank if time spent in acting capacity exceeds 30 consecutive calendar days.

\* Unscheduled Duty Pay shall also be paid to Probationary Officers.

\*\* Holiday Pay shall also be paid to Battalion Chiefs of Operations and Probationary Officers.

\*\*\*On-Call Pay shall be paid only to Fire Prevention Officers and Fire Inspection Officers.

**SECTION I C. Salary Increase for Chief**

Effective January 1, 2021, subject to the maximum salaries set by this ordinance; an increase may be included in the Chief's base salary based on the compensation plan for non-union employees.

SECTION I D. Longevity Recognition Pay

Any sworn fire personnel with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

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

SECTION II A. From and after January 1, 2021, pursuant to I.C. § 36-8-3-3 (d), the salary and pay schedule for the officers of the Police Department of the City of Bloomington, Indiana, shall be fixed as follows, to wit:

**POLICE DEPARTMENT**

<b><u>Job Title</u></b>	<b><u>Grade</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Chief	12	\$74,017	\$133,231
Deputy Chief	10	\$53,193	\$95,746
Captain	9	\$48,357	\$87,042
Lieutenant	8	\$43,960	\$70,338
Supervisory Sergeant	8	\$43,960	\$70,338
Probationary Officer First Class	5	\$37,265	\$59,624

**CONTRACTUAL SALARIES**

Senior Police Officer	\$59,742
Officer First Class	\$56,956

In addition to the salary and pay schedule listed above, the City shall also contribute four percent (4%) of the salary of a fully paid Officer First Class with twenty years of longevity (equal to an additional \$2,000) to the Public Employees Retirement Fund on behalf of each police officer under the authority of I.C. §§ 36-8-6-4 and 36-8-8-8.

SECTION II B. Additional pay for all job positions except Chief.

Effective January 1, 2021, additional pay shall be added to the base salary described above on the basis of longevity, specialty pay, training, and education as reflected below. The maximum additional annual pay total except for longevity and other pay, under Section II B. is \$4,800.00.

**Longevity:**

Every year of employment equals \$125 pay.

Credit for years of service is added after completion of each calendar year of employment.

**Training:**

For every 20 hours per year in training = \$100

Training must be completed during the year for credit on next year's pay. Credit for training is not cumulative.

**Specialty Pay**

Specialty pay is divided into two levels:

Category 1 = School Liaison Officer, Training Instructor, , Breath Analyzer, Canine Officer, Bike Patrol, , Motorcycle Patrol, Civil Disturbance Unit, Accident Reconstructionist, Honor Guard, Downtown Resources Officer, and Drug Recognition Expert

Category 2 = CIRT Officer, Hostage Negotiator, Dive Team

Category 3 = Field Training Officer and/or Detective

Category 1 = \$500 in pay

Category 2 = \$1,000 in pay

Category 3 = \$1,600

Employee must maintain and/or hold classification to keep associated pay.

**Education:**

Education pay divided into three levels:

2 year degree = \$600 in pay

4 year degree = \$1200 in pay

Masters, Law or Doctorate degree = \$1600 in pay

**Other:**

Contractual Overtime Pay                      \$36.00/hour with a two hour minimum

Clothing Allotment                              \$1,600

**Shift Pay Differential:**

Afternoon Shift                                  \$16/week

Night Shift and High Intensity Patrol      \$20/week

Afternoon Shift\*                                 \$50/week\*

\*The \$50 per week shift differential shall only apply to (1) senior police officers who (2) successfully bid for afternoon shift as their first or second choice in accordance with Section VIII of the Collective Bargaining Agreement between the City of Bloomington and the Fraternal Order of Police, Don Owens Memorial Lodge 88. For non-senior police officers or senior police officers who do not bid for afternoon shift as their first or second choice, the standard \$16 per week afternoon shift differential shall apply.

**SECTION II C. Salary Increases for Non-Union Employees**

Effective January 1, 2021, subject to the maximum salaries set by this ordinance; an increase may be included in the Chief's base salary based on the compensation plan for non-union employees.

SECTION II D. Longevity Recognition Pay

Any sworn police personnel with the City of Bloomington who has completed upon their anniversary date said years of service as outlined below, shall receive the below compensation. This compensation is in addition to their regular pay as outlined in this ordinance.

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

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

SECTION IV. 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
STEPHEN VOLAN, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_ day of \_\_\_\_\_, 2020.

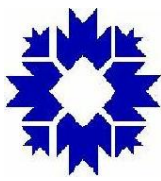
\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

SYNOPSIS

This ordinance sets the minimum and maximum salary rates for all sworn fire and police

personnel for the year 2021 in accordance with Council-approved collective bargaining agreements.





City of Bloomington  
Human Resources Department

MEMORANDUM

To: City Council members

From: Caroline Shaw, Human Resources Director

CC: Mayor Hamilton, Deputy Mayor Renneisen, Jeff Underwood, and Stephen Lucas

Date: November 16, 2020

Re: Ordinance 20-32, Amendment to 2021 Salary Ordinance 20-22 to Fix the 2021 Salaries of Officers of the Police and Fire Departments

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Attached for your review and approval is Ordinance 20-32 which replaces Ordinance 20-22 that Fixed the 2021 Salaries of Officers of the Police and Fire Departments. The ordinance updates 2021 salaries for officers of the Fire Department in accordance with the recently agreed upon collective bargaining agreement between the City and the Bloomington Metropolitan Firefighters, Local 586.

Provisions of that agreement necessitate the following updates to Sections 1A and 1B of Ordinance 20-32:

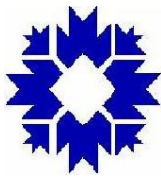
The salaries of Captain, Chauffeur, and Firefighter 1<sup>st</sup> Class increase by 1% for 2021.

The \$4,800 annual cap for additional pay has been eliminated.

Firefighters in their second year will now receive an extra \$400 in longevity pay instead of \$800. Longevity pay increases by \$100 each year thereafter through year 19. For the 20th year of service and beyond, longevity pay is capped at \$3,750, which is the current cap.

The City's current annual contribution to the Public Employees Retirement Fund (PERF) is 4% of the salary of a Firefighter 1<sup>st</sup> Class with twenty years of longevity, and the 20 years of longevity is equal to \$3,750. Under the new contract, the 20 years of longevity will be equal to \$12,500 for the purposes of calculating PERF contributions.

Certification pay has been simplified to \$100 per certification, and firefighters may now be compensated for a maximum of 15 certifications (\$1,500 annually) instead of 8. Additionally, the number of qualifying certifications has increased from 29 to 51.



City of Bloomington  
Human Resources Department

Squad Driver, Squad Officer, and Shift Logistics Technician were added to the list of command appointments, and Shift Investigator and Air Mask Technician were removed. Compensation for several of the command appointments was adjusted.

Mandatory Training Pay now has a max of 8 hours.

The annual clothing allowance has increased by fifty dollars to five hundred dollars.

When a firefighter fills in for a higher-ranking firefighter for more than 30 consecutive days, they will receive an increase in their base salary. Currently they must work more than 60 in the higher-ranking role to receive the increase.

Your approval of Ordinance 20-32 is requested. Thank you for your review. Please let me know if you have any questions.



**MEMO FROM COUNCIL OFFICE ON:**

**Ordinance 20-28 – To Amend the City of Bloomington Zoning Maps by Rezoning 7.22 Acres of Property from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS). Re: 301 E. Brownstone Drive (The Standard at Bloomington, LLC, Petitioner)**

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**Synopsis**

Ordinance 20-28 would rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS)

**Relevant Materials**

- Ordinance 20-28
- Certification of Ord 20-28 by Plan Commission
- Staff Memo from Eric Greulich, Senior Zoning Planner
- Map of Zoning for Surrounding Parcels
- Aerial Map of Surrounding Area
- Petitioners' Statement
- Description of Architectural Character
- Illustrative Site Plan Context
- Elevations
- Conceptual Off-Site Utility Improvement Plan
- Bloomington Transit Route Map
- Images of Existing Brownstone Terrace Apartments Photos
- Illustrative Site Plans
- Fiscal Impact Statement forthcoming

**Certified by Plan Commission**

Certified by the Plan Commission on October 21, 2020 with a favorable recommendation (9-0) with the condition that Petitioner must coordinate with Bloomington Transit on the incorporation of a shuttle pick-up and shuttle service. No private shuttle service is allowed.

**Summary**

The Council's review of a proposal to change the city's zone maps is guided by state statute.<sup>1</sup> Within ninety (90) days after such a proposal is certified to the Council by the Plan Commission, the Council may adopt or reject the proposal.<sup>2</sup> If the Council fails to act on the proposal within 90 days after certification (by January 20, 2021), the ordinance would take effect as if it had been adopted as certified by the Plan Commission.<sup>3</sup>

In preparing and considering proposals Council shall pay reasonable regard to the following<sup>4</sup>:

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<sup>1</sup> IC 36-7-4 et. seq.

<sup>2</sup> IC 36-7-4-608(f)

<sup>3</sup> IC 36-7-4-608(f)(4)

<sup>4</sup> IC 36-7-4-603



**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](mailto:council@bloomington.in.gov)

- the [comprehensive plan](#);
- current conditions and the character of current structures and uses in each district;
- the most desirable use for which the land in each district is adapted;
- the conservation of property values throughout the jurisdiction; and
- responsible development and growth.

**Contact**

Eric Greulich, Senior Zoning Planner, [greulice@bloomington.in.gov](mailto:greulice@bloomington.in.gov), (812) 349-3423

**ORDINANCE 20-28**

**TO AMEND THE CITY OF BLOOMINGTON ZONING MAPS BY REZONING 7.22 ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) TO MIXED-USE STUDENT HOUSING (MS) - Re: 301 E. Brownstone Drive (The Standard at Bloomington, LLC, Petitioner)**

- WHEREAS, Ordinance 20-06, which repealed and replaced the official zoning map within Title 20 of the Bloomington Municipal Code Entitled, “Unified Development Ordinance”; and
- WHEREAS, the Plan Commission has considered this case, ZO-20-20, and recommended that the petitioner, The Standard at Bloomington, LLC, be granted an approval to rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS); and
- WHEREAS, the Plan Commission therefore requests that the Common Council consider this petition;

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

SECTION 1. Through the authority of IC 36-7-4 and pursuant to Chapter 20.04 of the Bloomington Municipal Code, the zoning for the property located at 301 E. Brownstone Drive shall be amended to be zoned as Mixed-Use Student Housing. The property is further described as follows:

PART OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH WALNUT STREET AND EAST FOURTEENTH STREET, THENCE SOUTH 00 DEGREE 26 MINUTES 16 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE EAST LINE OF SAID NORTH WALNUT STREET 254.91 FEET TO THE NORTH LINE OF THE INDIANA RAIL ROAD COMPANY PER DEED BOOK 323, PAGE 244, THE NEXT (6) COURSES ARE ALONG SAID NORTH LINE; (1) THENCE NORTHEASTERLY 48.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1037.45 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 89 DEGREES 18 MINUTES 25 SECONDS EAST 48.27 FEET; (2) THENCE SOUTH 89 DEGREES 21 MINUTES 35 SECONDS EAST 154.78 FEET; (3) THENCE NORTHEASTERLY 62.88 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.25 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 85 DEGREES 38 MINUTES 25 SECONDS EAST 62.80 FEET; (4) THENCE NORTH 80 DEGREES 38 MINUTES 24 SECONDS EAST 12.96 FEET; (5) THENCE NORTHEASTERLY 66.36 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 380.25 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 85 DEGREES 38 MINUTES 23 SECONDS EAST 66.28 FEET; (6) THENCE SOUTH 89 DEGREES 21 MINUTES 35 SECONDS EAST 882.27 FEET TO THE WEST LINE OF NORTH DUNN STREET; THENCE NORTH 00 DEGREES 43 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 267.60 FEET TO THE SOUTH LINE OF THE AFORESAID EAST FOURTEENTH STREET; THENCE SOUTH 89 DEGREES 21 MINUTES 45 SECONDS WEST ALONG SAID SOUTH LINE 1221.50 FEET TO THE POINT OF BEGINNING, CONTAINING 7.22 ACRES, MORE OR LESS.

Subject to any and all easements, agreements, and restrictions of record.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
STEPHEN VOLAN, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

#### SYNOPSIS

Ordinance 20-28 would rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS).


\*\*\*\*ORDINANCE CERTIFICATION\*\*\*\*

In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 20-28 is a true and complete copy of Plan Commission Case Number ZO-20-20 which was given a recommendation of approval by a vote of 9 Ayes, 0 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on October 12, 2020.

Date: October 21, 2020

  
 \_\_\_\_\_  
 Scott Robinson, Secretary  
 Plan Commission

Received by the Common Council Office this 21st day of October, 2020.

  
 \_\_\_\_\_  
 Nicole Bolden, City Clerk

Appropriation Ordinance # _____	Fiscal Impact Statement Ordinance # _____	Resolution # _____
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Type of Legislation:

Appropriation Budget Transfer Salary Change Zoning Change New Fees	End of Program New Program Bonding Investments Annexation	Penal Ordinance Grant Approval Administrative Change Short-Term Borrowing Other
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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 \_\_\_\_\_

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.)

## Interdepartmental Memo

**To:** Members of the Common Council  
**From:** Eric Greulich, Senior Zoning Planner  
**Subject:** ZO-20-20  
**Date:** October 20, 2020

Attached are the staff report, petitioner's statement, maps, and exhibits which pertain to Plan Commission case ZO-20-20. The Plan Commission heard this petition at the October 12, 2020 hearing and voted 9-0 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 to rezone 7.22 acres from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS).

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**BACKGROUND:**

<b>Area:</b>	7.22 acres
<b>Current Zoning:</b>	Planned Unit Development (PUD)
<b>Comp Plan Designation:</b>	Mixed Urban Residential
<b>Existing Land Use:</b>	Dwelling, Multifamily
<b>Proposed Land Use:</b>	Dwelling, Multifamily
<b>Surrounding Uses:</b>	North – Dwelling, Multifamily and Single family South – Railroad/Single family residences East – Duke electric substation/Single family residences West – Dwelling, multifamily residences/Mixed-Use

---

**REPORT:** This 7.22 acre property is located at 301 E 14<sup>th</sup> Street. The site is bounded by 14<sup>th</sup> Street along the north property line, Indiana Rail Road tracks to the south, and Dunn Street to the east. Surrounding land uses include a railroad line to the south, single and multifamily (Terra Trace apartments) residences to the north, multifamily residences and mixed-use commercial buildings to the west, and a Duke substation to the east. This site is adjacent to the locally designated Garden Hill historic district just to the north. The property is currently developed with a multifamily residential development that was approved as a Planned Unit Development (PUD-73-83). There are no known sensitive environmental constraints on this property. The site has approximately 50' of elevation change from the east end of the site to the west end of the site.

The petitioner is requesting to rezone the property from Planned Unit Development (PUD) to Mixed-Use Student Housing (MS). If approved, the petitioner would remove all of the current structures and construct a new student oriented, multifamily development with 433 units and 1,072 bedrooms. The conceptual site plan shows six and five-story buildings that would feature a parking garage with 681 parking spaces. The project would also commit to providing a minimum of 15% of the bedrooms on site as workforce housing units, an agreement that was discussed before the passage of the new UDO. No site plan approval is being requested or given at this time, only the request to rezone the property.

---

**COMPREHENSIVE PLAN:** The Comprehensive Plan designates this site as 'Mixed Urban Residential' and acknowledges that within this district the majority of centrally located neighborhoods have been built out, so major changes will occur with redevelopment and property



turnover. The Comprehensive Plan notes that this district includes both single-family residences and larger 2-4 story apartment buildings and that densities are higher in this district than the Neighborhood Residential areas. In regards to Land Use Development Approvals, the Comprehensive Plan states that a few locations may support increases in density and multifamily residential uses when adjacent to higher volume roads, or near major destinations, or located along neighborhood edges that may support small-scaled neighborhood mixed uses (see Urban Village Center). This site is located along the neighborhood edge and 14<sup>th</sup> Street is a more heavily traveled corridor than parallel streets to the north. Although the site is adjacent to the locally designated Garden Hill historic district and predominant single family neighborhood to the north, there is a high density multifamily development (Terra Trace) immediately to the north of this site and the land uses south of 14<sup>th</sup> Street are all multifamily. Additionally, the site is within walking distance of the IU campus. Other areas of guidance include-

- Historic designations are common within this district, and adjacent infill activities must respect the historic character of adjacent properties. Vacant lots should be redeveloped with compatible infill that reflects the prevailing character of the neighborhood.
- Allow context sensitive multifamily redevelopment along higher volume roads, along district edges, and near major destinations when appropriately integrated with adjacent uses and styles.
- Support incentive programs that increase owner occupancy and affordability (including approaches promoting both permanent affordability and home ownership for all income levels).
- Promote neighborhood enhancements of public improvements such as sidewalks, streetlights, street trees and landscaping, and playgrounds and play areas.
- Preserve, repair, or upgrade the capacity of aging utilities and sidewalks within the district.
- The close proximity to the downtown, Indiana University, and area employers, along with good access to urban services, makes this district a priority area for affordable housing initiatives.

Additional areas of importance within the Comprehensive Plan that relate to the appropriate location of student housing within the community include-

- Policy 4.4.4: Until such time as a reasonable balance of different housing types is achieved in the Downtown and nearby areas, strongly discourage new student-oriented housing developments in these areas.
- Policy 5.2.1: Evaluate all new developments and redevelopments in light of their potential to positively or adversely impact the overall health and well-being of the people who live in the surrounding neighborhood.
- Policy 5.3.4: Redirect new student-oriented housing developments away from the Downtown and nearby areas, and toward more appropriate locations closely proximate to the IU campus that already contain a relatively high percentage of student-oriented housing units, are within easy walking distance to the campus, and have direct access to university-provided parking as well as the university transit system.

This location is also adjacent to the Gateway North district which is the complement to the Gateway South Focus Area. It provides an important transition and gateway into the Downtown from the SR45/46 Bypass to approximately 14<sup>th</sup> Street. Due to its close proximity to Indiana University, the

character of this Focus Area can support the diversification of housing types, including, but not limited to, multifamily residential and commercial uses- such as student housing and service facilities.

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**20.06.070(b)(3)(E)(i)(1) ZONING MAP AMENDMENT PLAN COMMISSION REVIEW AND RECOMMENDATION:**

The following criteria are those that the Plan Commission must consider when reviewing a zoning map amendment request. The Department will provide specific proposed findings before the required second hearing, but preliminarily believes that the petition will meet these requirements.

[a] The recommendations of the Comprehensive Plan;

**Adopted Finding:** The Comprehensive Plan designates this property and surrounding area as ‘Mixed Urban Residential.’ The Comprehensive Plan encourages the diversification of student housing in areas of the community outside of the Downtown and specifically identifies the areas south of the Bypass to 14<sup>th</sup> Street as locations that are appropriate for student housing.

[b] Current conditions and character of structures and uses in each zoning district;

**Adopted Finding:** The current use of this property is a high density multifamily development that is predominantly student oriented. The proposed use would match that of the Mixed-Use Student Housing District and the UDO has identified the purpose of the MS district as:

The MS district is intended to accommodate an adequate supply and mix of housing opportunities for students in areas adjacent or within easy walking distance to campus and along nearby commercial corridors and with easy access to campus-serving public transit and to university-provided parking, such as the area located directly west, southwest, and northwest of Memorial Stadium. The district is intended to have a high percentage of student-oriented housing units, including larger developments that might not be permitted in other districts, but not totally exclusive of other types of residential housing units. This district should not be located in close proximity to the MD district but may also provide MS related commercial and retail-supportive uses.

[c] The most desirable use for which the land in each zoning district is adapted;

**Adopted Finding:** The Comprehensive Plan identifies this area as a location that is ideal for student housing and this site has already been developed with a high density, student oriented housing development. In addition, there are high density, multi-family residential apartments immediately to the north that are also predominantly student oriented. The location of railroad tracks along the south property line provides an ideal buffer and transition area for this property and land use. This property is a desirable location for this proposed land use since it is close to campus, has existing Bloomington Transit service, good pedestrian access, and is adjacent to other high density student oriented development. In addition, this location

has been reviewed for inclusion on the proposed updates to the overall City zoning maps to rezone to MS for student housing.

[d] The conservation of sensitive environmental features;

**Adopted Finding:** There are no known sensitive environmental features on this site which makes this property ideal for redevelopment opportunities and for a high density project.

[e] The conservation of property values throughout the jurisdiction; and

**Adopted Finding:** This proposed rezoning is not expected to have any negative impacts on adjacent property values. The property to the south is occupied by the Rail Road Company and adequately buffers this property from residences to the south. The properties to the north are predominately student oriented, high density projects that should not be negatively impacted by this project.

[f] Responsible development and growth

**Adopted Finding:** The diversification of locations for student housing within the community allows for responsible development and growth by placing this unique land use in close proximity to the campus and adjacent to other similar land uses. The Comprehensive Plan encourages the placement of student housing outside of the Downtown and identifies this area as an ideal location.

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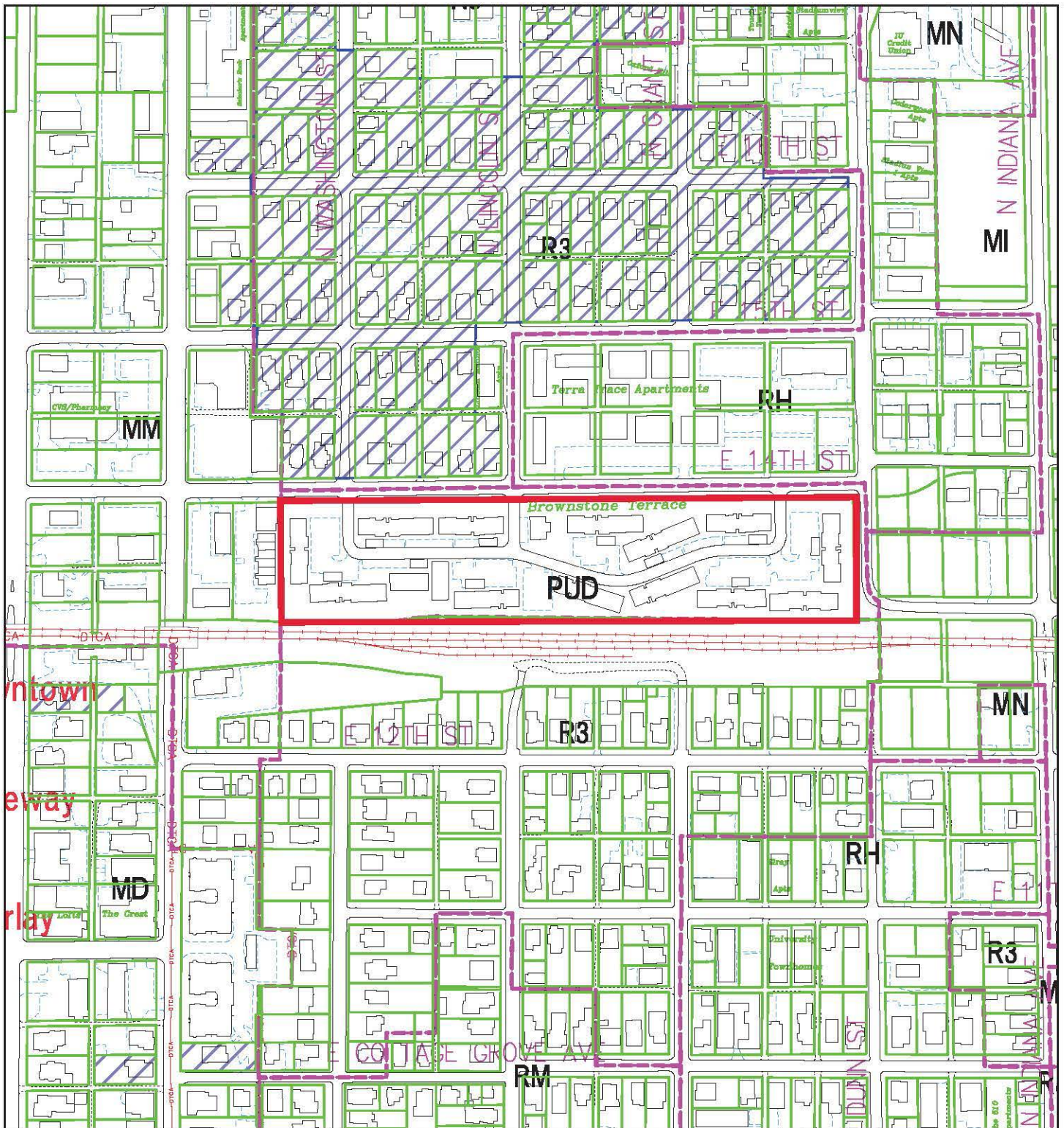
**CONCLUSION:** The Plan Commission found that there are several areas of the Comprehensive Plan that support rezoning this property to the Mixed-Use Student Housing District (MS). The conceptual site plan would meet all of the standards of the zoning district and would match the intent of the MS district. While the project is large, the Plan Commission believes that this location is ideal for redevelopment and intensification because of its proximity to the IU campus and the characteristics of its surroundings.

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**RECOMMENDATION:** The Plan Commission voted 9-0 to forward this petition to the Common Council with a favorable recommendation and the following condition:

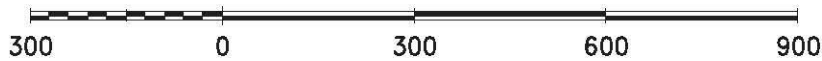
1. The petitioner must coordinate with Bloomington Transit on the incorporation of a shuttle pick-up and shuttle service. No private shuttle service is allowed.





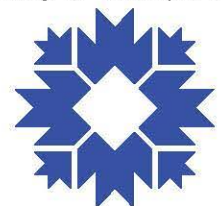
downtown  
 freeway  
 relay

By: greulice  
 3 Aug 20



For reference only; map information NOT warranted.

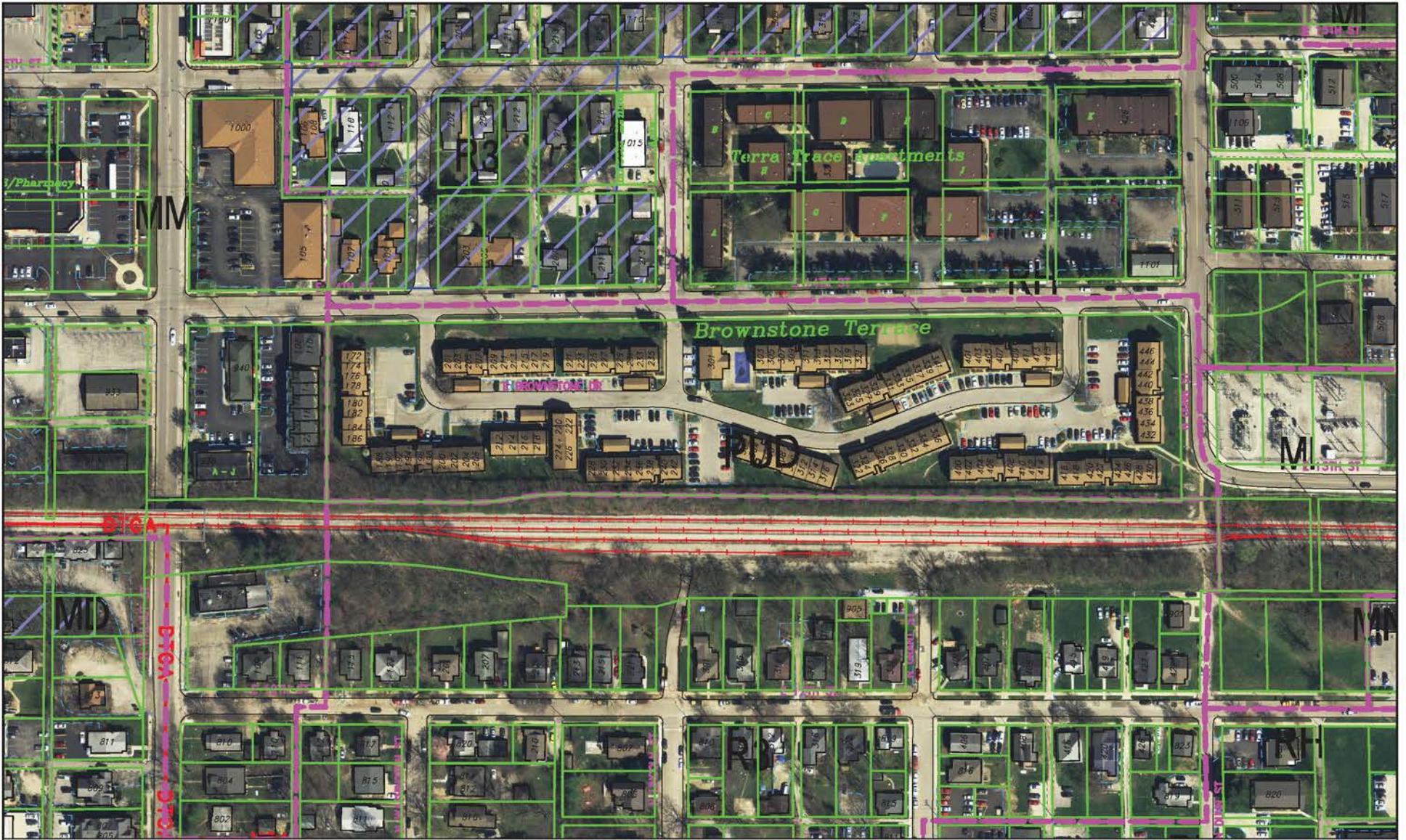
City of Bloomington  
 Planning & Transportation



N

Scale: 1" = 300'





By: greulice  
3 Aug 20



For reference only; map information NOT warranted.

City of Bloomington  
Planning & Transportation

Scale: 1" = 200'





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Katherine E. Stein, P.E.  
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August 31, 2020

City of Bloomington Plan Commission  
City of Bloomington Planning & Transportation Department  
Showers Building Suite 130  
401 N Morton St  
Bloomington, Indiana 47404

Dear Eric and Members of the Plan Commission,

For your consideration, The Standard at Bloomington, LLC is filing for an amendment to the zoning map for a property located at 301 E Brownstone Dr currently known as “Brownstone Terrace Apartments”. The request is to rezone from the current designation of Planned Unit Development (PUD) to Mixed-Use Student Housing (MS).

**Landmark Properties**, the owner and developer for this project, is a vertically integrated real estate company that specializes in developing and managing Class A student housing projects under their flagship brand, “The Standard.” Landmark was the most active student developer in the United States for two of the last three years, and they owe much of that success to their direct involvement in all phases of our projects, including:

- Providing our own cash to invest in projects
- Serving as developer through the entitlement and construction process
- Providing in-house general contractor services in certain markets
- Running marketing, lease-up, and operations with our in-house, management company

Their projects are tailored to the student community with amenities, finishes, and locations unrivaled by traditional student apartments and dormitories. We believe the Bloomington community can greatly benefit from strategically located, purpose-built student housing that encourages pedestrian traffic to and from campus. In other towns, their projects have been well received by members of the community because they:

- bring student renters out of local, single-family homes
- concentrate them in a way that actually improves relations with local residents
- provide a meaningful contribution to the tax base
- redevelop sites that are frequently blighted

The decision to rezone rather than amend the existing PUD was based on guidance from planning staff and the text of the new UDO which states that a “...*proposed PUD could not be developed using conventional zoning districts or standards established in this UDO*”. The MS district was selected because the desired redevelopment of the site could meet all of the standards established in the new UDO for the MS district. The location of the site fits well with the description of the district as listed in the UDO:



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*“The MS district is intended to accommodate an adequate supply and mix of housing opportunities for students in areas adjacent or within easy walking distance to campus and along nearby commercial corridors and with easy access to campus-serving public transit and to university-provided parking, such as the area located directly west, southwest, and northwest of Memorial Stadium. The district is intended to have a high percentage of student-oriented housing units, including larger developments that might not be permitted in other districts, but not totally exclusive of other types of residential housing units. This district should not be located in close proximity to the MD district but may also provide MS related commercial and retail-supportive uses.”*

The Comprehensive Plan identifies the site as Mixed Urban Residential. The plan states that *“A few locations may support increases in density and multifamily residential uses when adjacent to higher volume roads, or near major destinations”*; *“Allow context sensitive multifamily redevelopment along higher volume roads, along district edges, and near major destinations when appropriately integrated with adjacent uses and styles”*; *“The close proximity to the downtown, Indiana University, and area employers, along with good access to urban services, makes this district a priority area for affordable housing initiatives”*. This project’s location near the Walnut St thoroughfare, directly adjacent to Indiana University, and along the edge of the Mixed Urban Residential district as well as the inclusion of an affordable housing component fits well with the direction given in the Comprehensive Plan.

If the Zoning Map Amendment request is approved, the developer’s plan is to demolish the existing 121 unit / 232 bed multifamily residential development and construct a new 440 unit / 1,061 bed multifamily housing development consisting of three buildings and a parking garage.

### **Commitments**

- Affordable Housing - Due to the importance of affordable housing in this area, a Tier 1 affordable housing commitment has voluntarily been made with the City’s Housing and Neighborhood Development department.
- Building Height – The MS Zone allows for a maximum of 6 stories (not to exceed 75 feet). With the Tier 1 affordable housing incentive, 7 stories (not to exceed 87 feet) is permitted. This project will commit to a maximum of 6 stories (not to exceed 75 feet).

### **Location**

The project is located on a 7.22 acre parcel that is currently known as the “Brownstone Terrace Apartments”. The site is located within the Garden Hill neighborhood. Directly adjacent to the site to the south is the Indiana Rail Road, an active railway corridor. Beyond that is the largely single family residential Old Northeast neighborhood, zoned R3. Directly adjacent to the west is multifamily residential, zoned Mixed-Use Medium Scale (MM). North of the site is E 14<sup>th</sup> St, and across the street is single family residential (zoned R3) as well as multifamily residential (zoned RH), all within the Garden Hill neighborhood. To the



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east is N Dunn St, and across the street is a Duke Energy electric power substation and vacant property owned by Indiana University, all zoned Mixed-Use Institutional (MI).

### **Utilities**

Preliminary coordination with the City of Bloomington Utilities has identified two off site improvements that will be necessary for the city to adequately serve the new project. The petitioner has committed to making these improvements as part of this project. A new water main in E 14<sup>th</sup> St between N Walnut St and N Dunn St will replace the existing 6” water main that was installed in 1937. A new sanitary sewer main in N Walnut St between approximately E 15<sup>th</sup> St and E 17<sup>th</sup> St will upsize the existing sanitary sewer main. The existing storm sewer located near the northwest corner of the site in 14<sup>th</sup> street will be extended east and all stormwater runoff from the project site will be properly managed on site with approval from the City of Bloomington Utilities Department in order to not overwhelm the city storm sewer.

### **Fire Protection**

Preliminary coordination with City of Bloomington Fire Department has identified necessary fire access drives that have been incorporated into the project. The upgraded water main along E 14<sup>th</sup> St will provide adequate hydrant coverage for fire suppression.

### **Vehicle Parking**

The proposed parking garage will have 679 parking spaces (0.64 spaces per bedroom). The UDO calls for a minimum of 0.50 spaces per bedroom and a maximum of 0.75 spaces per bedroom. The garage will also include electric vehicle charging stations as required by the UDO and solar panels to power the garage lighting.

### **Bicycle & Electric Scooter Parking**

The project will provide the 212 required bicycle parking spaces including long term class I parking within the parking garage. Every entrance to the building will have both bicycle and electric scooter parking within 50 feet of the entrance to accommodate short term bicycle and electric scooter parking needs.

### **Public Transportation**

Bloomington Transit. The project is currently served by Bloomington Transit’s #1 bus route (which stops directly adjacent to the project site along E 14th St) and the #6 route which runs along N College Ave and N Walnut St (about two and a half blocks from the project site). The #6 route provides frequent service with buses running every 20 minutes. Bloomington Transit has confirmed that the #1 route will be relocated to the N College Ave and N Walnut St corridor beginning in January 2021. The #6 route will remain the same. These routes will both still be within easy walking distance of the project site when the Bloomington Transit route optimization takes effect in January 2021. We will coordinate possible upgrades to the nearby bus stops on N College Ave and N Walnut St as part of this project.





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IU Bus. The IU Campus shuttle from the stadium takes riders directly to the Union or to 10th and 3rd Streets on a regular basis. The Standard residents could board those buses at the stadium or at Luddy Hall, each a little more than a 5-minute walk from The Standard. The shuttle is very heavily used by students in the 17th Street area and by the park and ride at the stadium.

### **Pedestrian Improvements and Connectivity**

The City’s Transportation Plan identifies E 14<sup>th</sup> St as a Neighborhood Connector (NC) and N Dunn St as General Urban (GU). As identified in the Transportation Plan for these street typologies, the sidewalks adjacent to the project site will be improved. E 14<sup>th</sup> St will be improved to have a seven foot wide walk and N Dunn St will be improved to have a ten foot wide walk.

It is anticipated that a majority of the future residents at this project site will be affiliated with the Indiana University campus community and will make at least one if not several trips to the campus and downtown areas most days. Due to the lack of available parking on campus, it is anticipated most of these trips will be made via walking, cycling, scootering, or public transit. The existing Brownstone Terrace Apartments generates frequent pedestrian trips to and from the campus areas and it is expected that the number of these trips will increase with the completion of this proposed project. The primary pedestrian route from the site appears to be east along E 13<sup>th</sup> St and then south along N Indiana Ave with traffic dispersing to the east depending on destination. E 13<sup>th</sup> St and N Indiana Ave appear to already have sidewalks on both sides of the streets to accommodate this pedestrian traffic. Nearly all classroom buildings are within ½ to ¾ mile, a ten to fifteen minute walk from The Standard.

### **Vehicular Traffic**

This area within the community close to campus is favorable for student housing in large part because students here are close to campus within easy walking distance and are served by excellent transit. Vehicular trip generation from this project will be much less than from a similar project distant from campus and without efficient transit service.

Counts of the am and pm peak hours at Brownstone were made by Smith Brehob and Associates in 2016 as part of another nearby student housing project. Those counts are the basis for traffic projections for The Standard project (see attached spreadsheets). The Standard is expected to add about 800 daily trips to the about 3100 existing daily trips on 14<sup>th</sup> Street. These trips are quickly distributed to the College/Walnut one way pair to the west and to Indiana/Dunn to the east. Area streets have adequate capacity for this nominal increase. Projections for the am and pm peak hour turning movements are included in the spreadsheet.

### **Environmental Constraints**

There are no known karst features, wetland areas, surface watercourses, floodways, or mature tree stands on site. The existing railway embankment (steep slope) will be not be



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disturbed as part of this project. The existing fence along the railway embankment will be kept (or replaced in place as required) and none of the vegetated slope areas beyond this point are anticipated to be disturbed. Stormwater quality measures as required by the City of Bloomington Utilities Department will be installed and maintained as part of this project. Proper erosion and sediment control measures will be implemented during construction as required by the UDO, state, and federal regulations.

### **Neighborhood Meetings**

Two neighborhood meetings have been held with various community members from both the Old Northeast neighborhood across the railroad tracks to the south and the Garden Hill neighborhood. Relevant design changes were made based off of the comments received at these meetings, including:

- Removal of amenity deck from roof of building
- Addition of enclosed courtyards
- Building broken up into three separate buildings
- Ground floor entrance units added
- Balconies facing Old Northeast neighborhood minimized
- Scooter parking and bike storage added
- Bus stops on E 14<sup>th</sup> St will be improved
- National Green Building Standard Silver design standards will be used
- Recycling on site
- Parking garage lights will be solar powered
- Affordable housing units will be spread throughout the property

### **Tentative Development Schedule**

Spring 2022 - Begin Construction  
Summer 2024 – Construction Complete

### **Development Review Committee**

The project has received preliminary feedback from various city departments as part of the Development Review Committee review process. Below is a summary of changes made to address the feedback received:

- Added a 20ft wide north/south pedestrian and bicycle access easement in line with N Grant St to allow for a future planned city bicycle corridor along N Grant St
- Added an east/west sidewalk along the south side of building 3 to allow for on site pedestrian flow from buildings 1 and 2 to E 13<sup>th</sup> St
- Updated plans to show the required minimum of 5ft wide tree plot along all street frontages
- Updated plans to ensure compliance with the required landscape and impervious surface area requirements
- Added a potential retail component to building 3 at the corner of N Dunn St and E 14<sup>h</sup> St



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- Added areas of proposed right of way along N Dunn St and E 14<sup>th</sup> St in accordance with the city’s Transportation Plan

**Attachments**

1. Application
2. Legal Description
3. Architectural Character Narrative
4. Project Exhibits
5. Full Size Site and Utility Plans
6. ALTA Survey of Existing Property
7. Traffic Analysis Spreadsheet

Thank you for your careful consideration of this matter. We look forward to continue working with city officials and community members as we move through the review process.

Regards,

Kendall Knoke  
Smith Brehob & Associates, Inc.  
812-336-6536 Ext. 3  
kknoke@smithbrehob.com

## Description of Architectural Character

### I. Context

The Standard at Bloomington project will consist of three inter-linked buildings located on a sloped site on off E. 14th St. between N. Dunn St and N. Walnut St in Bloomington, Indiana. The site is located approximately a quarter mile to the west of the Indiana University campus. The site is bounded by a mix of apartment buildings and single-family homes to the north and west, an electrical sub-station to the east and a railway to the south. The adjacent residential buildings range from one to three stories in height and consist of varied masonry and siding exterior materials.

### II. Architectural Content

The proposed project consists of three residential student housing buildings containing 440 units and 1,061 beds. Building heights vary between four stories at the high point of the site to six stories at the low point of the site. Internal circulation between the buildings occur through elevated sky bridges at select locations that link the buildings together while also allowing the overall buildings to appear independent. A six-level wrapped parking garage for approximately 679 spaces, with access from the site's internal drives, provides the parking and bicycle requirements. The garage and rooftop mechanical units will be screened by liner units along E. 14<sup>th</sup> St. Limited exterior visitor parking will also be located on site. Pedestrian site circulation will be by way of an interconnected sidewalk system that links to the buildings as well as the adjacent pathways.

The exterior massing of the buildings step down E. 14<sup>th</sup> St. to work with the existing topography of the site. Building entries are framed by projected canopies and exterior signage to provide appropriate wayfinding. Internal driveways are provided and are located to align with the existing street grids of N. Lincoln St. and N. Grant St., to produce a connectivity with the neighboring community. Each building works in context of the other to create an active streetscape that utilizes masonry piers, material variations and color changes to produce a contextual environment. The architectural use of walk-up stoops and entries at the ground floor level along E. 14<sup>th</sup> St. also are used to give a sense of residential scale to the project. Enhanced landscaping of trees, shrubs and plantings occur along the sites boundary edge to provide a scenic buffer between the project and the neighboring community. A decorative screen wall and plantings are also used to screen the projects main exterior outdoor amenity space along the western edge of the site.

### III. Materials and Finishes

Exterior materials will consist of various types of masonry, fiber cement, EIFS, metal panels, glass and precast trim. The design intent is to utilize material types and colors that provide commonality between the buildings while also

providing the opportunity for some design differentiation. The use of a more traditional material color palette was selected to create a more compatible textural environment. Material changes between the lower, mid portion and top of the buildings are used to breakdown the mass and provide an architectural scale to the buildings that is more in relationship to the surrounding neighborhood.





BKV  
GROUP

THE STANDARD AT BLOOMINGTON - View from E 14th St, Looking Southeast

07.23.2020







THE STANDARD AT BLOOMINGTON - Aerial View, Looking Southwest

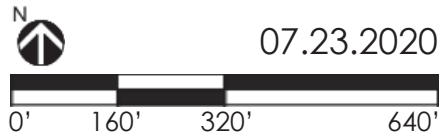
07.23.2020







THE STANDARD AT BLOOMINGTON - Illustrative Site Plan Context



07.23.2020





TOTALS	UNIT TYPE	AREA	BEDS	BATHS	BLDG 1	LEVEL 0	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	UNIT COUNT	BED COUNT	MIX
<b>STUDIO</b>																		
S1	415	1	1	1	0	0	1	1	1	1	0	0	0	0	0	4	4	0.4%
S2	441	1	1	1	0	0	0	1	1	1	0	0	0	0	0	3	3	0.3%
S3	439	1	1	1	0	0	0	1	1	1	1	1	1	1	1	4	4	0.4%
S4	374	1	1	1	0	0	0	0	0	0	0	1	0	0	1	1	0.1%	
S5	371	1	1	1	0	2	2	0	4	2	2	2	2	2	14	14	1.3%	
S6.1 AFFORDABLE	341	1	1	1	0	0	3	4	10	10	7	7	7	7	41	41	3.9%	
S6.2 AFFORDABLE	315	1	1	1	0	0	0	0	5	5	5	5	5	5	20	20	1.9%	
																	<b>8.2%</b>	
<b>ONE BEDROOM</b>																		
A1	564	1	1	1	0	0	0	0	1	1	1	1	1	1	1	4	4	0.4%
A2	686	1	1	1	0	0	0	0	1	0	0	0	0	0	1	1	0.1%	
A3	545	1	1	1	0	0	2	2	2	2	0	0	0	0	6	6	0.6%	
A4	558	1	1	1	0	0	0	0	0	1	1	1	1	1	3	3	0.3%	
A5	556	1	1	1	0	0	0	0	0	2	2	2	2	2	6	6	0.6%	
A6.1 AFFORDABLE	474	1	1	1	0	0	2	2	5	9	7	7	7	7	32	32	3.0%	
A6.2 AFFORDABLE	464	1	1	1	0	0	3	4	8	8	4	4	4	4	31	31	2.9%	
A6.3 AFFORDABLE	501	1	1	1	0	0	0	2	6	6	6	6	6	6	26	26	2.5%	
																	<b>10.3%</b>	
<b>2 BEDROOM</b>																		
B1.1	776	2	2	2	0	0	2	2	2	2	0	0	0	0	8	16	1.5%	
B1.2	777	2	2	2	0	0	0	1	2	2	2	2	2	2	9	18	1.7%	
B1.3	783	2	2	2	0	0	0	0	2	2	2	2	2	2	8	16	1.5%	
B2.1	826	2	2	2	0	0	3	3	3	3	0	0	0	0	12	24	2.3%	
B2.2	847	2	2	2	0	0	0	0	4	4	4	4	4	4	16	32	3.0%	
B3	834	2	2	2	0	0	1	2	2	2	0	0	0	0	7	14	1.3%	
B4	871	2	2	2	0	0	0	0	2	0	0	0	0	0	2	4	0.4%	
B5	912	2	2	2	0	0	0	0	0	0	0	1	0	0	1	2	0.2%	
B6 - AFFORDABLE	777	2	2	2	0	0	1	3	3	3	2	2	2	2	14	28	2.6%	
																	<b>14.5%</b>	
<b>3 BEDROOM</b>																		
C1	1119	3	3	3	0	0	0	0	0	2	2	2	2	2	6	18	1.7%	
C2	1127	3	3	3	0	0	0	0	0	2	2	2	2	2	6	24	2.3%	
C3	1251	3	3	3	0	0	0	0	0	0	1	0	0	0	1	3	0.3%	
																	<b>4.2%</b>	

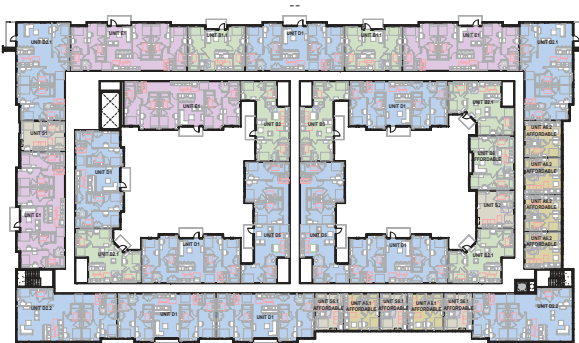
Unit Data

4 BEDROOM	UNIT	AREA	BEDS	BATHS	BLDG 1	LEVEL 0	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	UNIT COUNT	BED COUNT	MIX
D1	1394	4	4	4	0	0	3	7	8	12	12	5	5	5	5	52	208	19.6%
D1.1	1568	4	4	4	0	0	1	1	3	5	2	3	3	3	3	15	60	5.7%
D1.2	1534	4	4	4	0	0	1	1	1	2	2	0	0	0	0	7	28	2.6%
D3	1440	4	4	4	0	0	0	1	2	2	2	1	1	1	1	8	32	3.0%
D4	1510	4	4	4	0	0	0	0	0	0	1	1	1	1	1	3	12	1.1%
D5	1430	4	4	4	0	0	1	2	2	2	2	2	2	2	0	9	36	3.4%
																	<b>35.4%</b>	
<b>5 BEDROOM</b>																		
E1	1665	5	5	5	0	0	1	3	5	12	12	8	8	8	8	49	245	23.1%
E2	1691	5	5	5	0	0	0	1	1	2	2	2	2	2	2	9	45	4.2%
																	<b>27.3%</b>	
<b>UNIT</b>																		
UNIT					0	8	34	46	107	107	77	71				440	1061	100.0%
BEDS					0	27	86	86	120	245	261	160	162				1061	

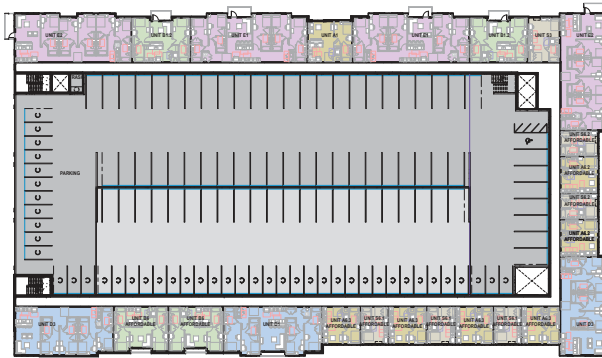
Unit Data Continued

TOTALS	GSF	Garage	Service	Spaces	Amenity	Lobby	Leasing	Retail	GRSF	NRSF
Level	15,019	0	0	0	14,495	0	0	0	524	0
Level	21,560	0	474	0	8,800	0	0	0	12,286	9,632
Level	85,780	16,473	7,407	60	517	0	2,129	0	39,254	31,591
Level	88,724	34,196	550	122	0	468	0	0	53,510	43,873
Level	150,602	34,196	1,121	122	2,675	559	0	700	112,051	89,908
Level	147,419	34,196	0	122	0	0	0	0	113,223	95,894
Level	105,559	34,196	0	122	0	0	0	0	71,363	59,375
Level	105,104	34,196	0	120	0	0	0	0	70,908	59,743
Level	4,460	4,460	0	11	0	0	0	0	0	0
Partial Totals		191,913	9,552	679	26,487	1,027	2,129	700	473,119	390,016
Total	704,927									

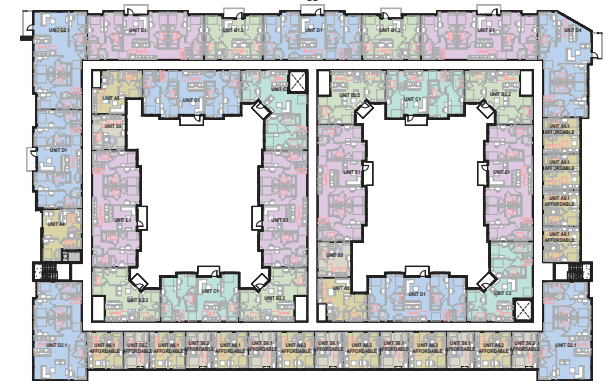
Building Data



Building 1



Building 2



Building 3

THE STANDARD AT BLOOMINGTON - Building Floor Plans



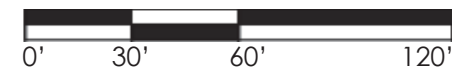
07.23.2020



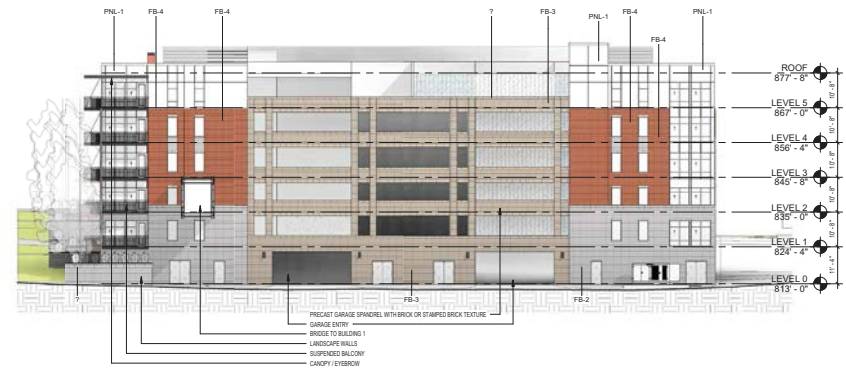


THE STANDARD AT BLOOMINGTON - Building 1 Elevations

07.23.2020

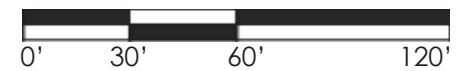






THE STANDARD AT BLOOMINGTON - Building 2 Elevations

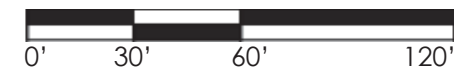
07.23.2020





THE STANDARD AT BLOOMINGTON - Building 3 Elevations

07.23.2020



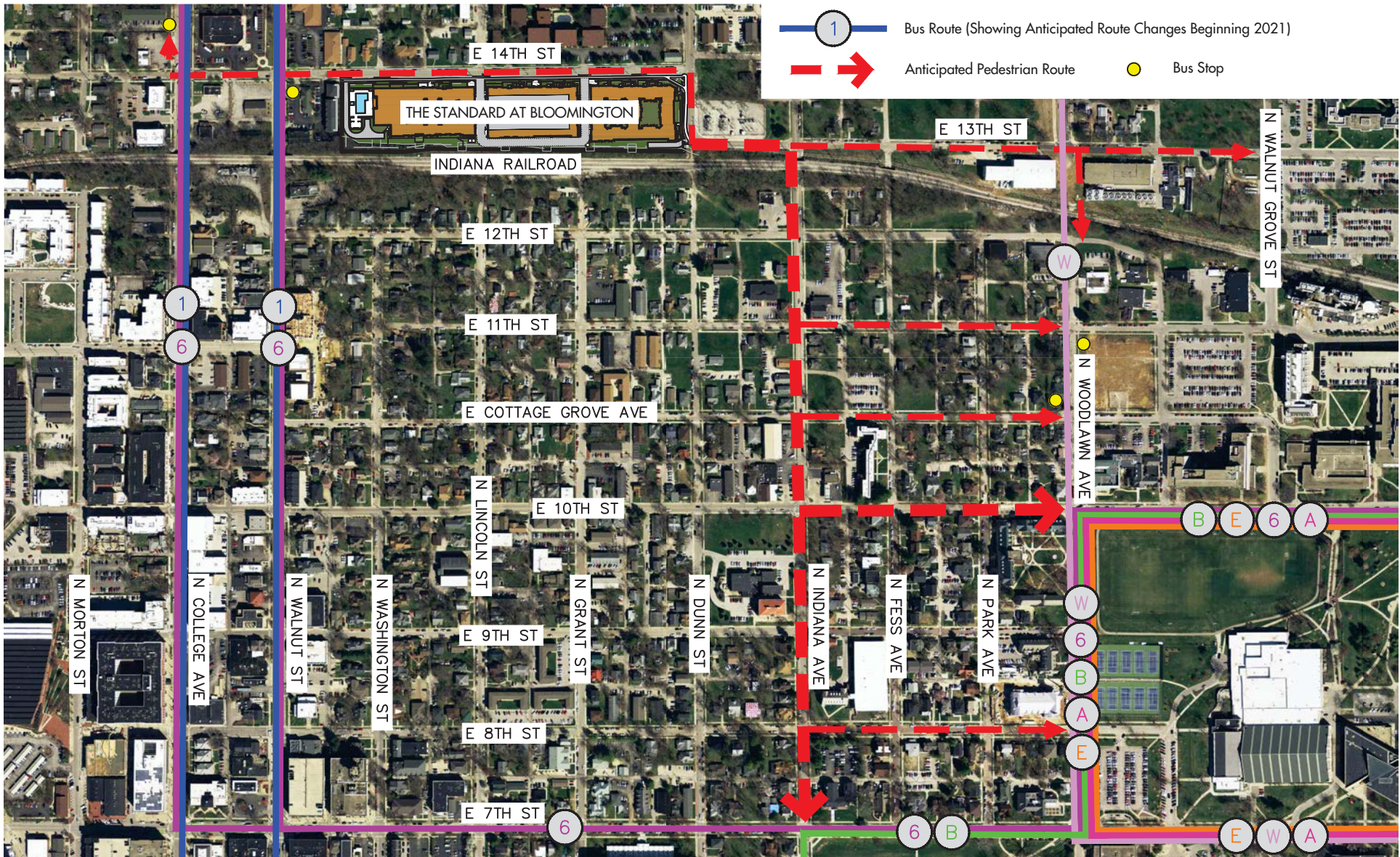




THE STANDARD AT BLOOMINGTON - Conceptual Off-Site Utility Improvement Plan

07.23.2020 SCALE: 1"=250'



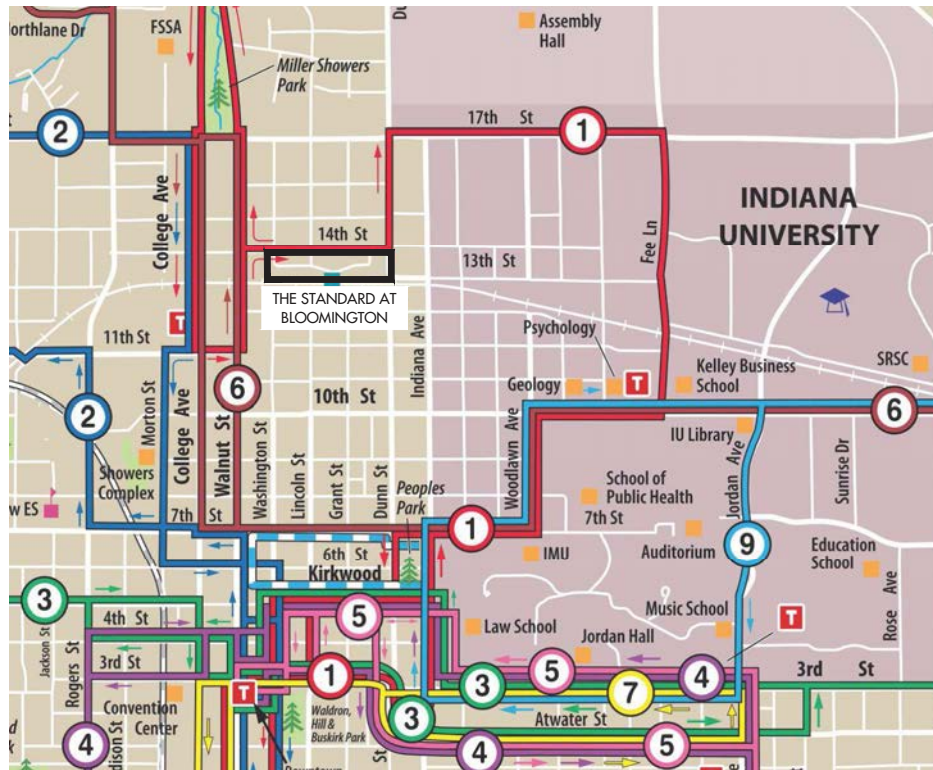


THE STANDARD AT BLOOMINGTON - Pedestrian Connectivity

07.23.2020 SCALE: 1"=500'



# BLOOMINGTON TRANSIT ROUTE MAP

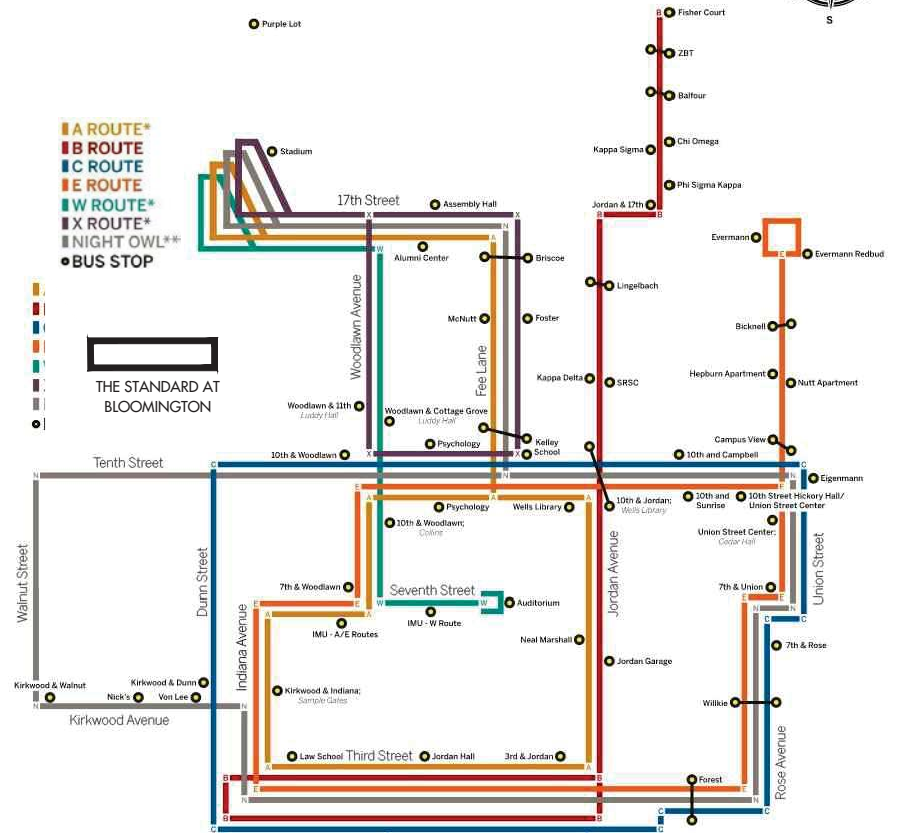


**1** Fee Lane/BHS North  
South Walnut/Clear Creek S.C.

**6** Campus Shuttle  
North Kinser Pike/Main University  
Library/ East 10th Street

N.T.S.

# IU CAMPUS BUS ROUTE MAP



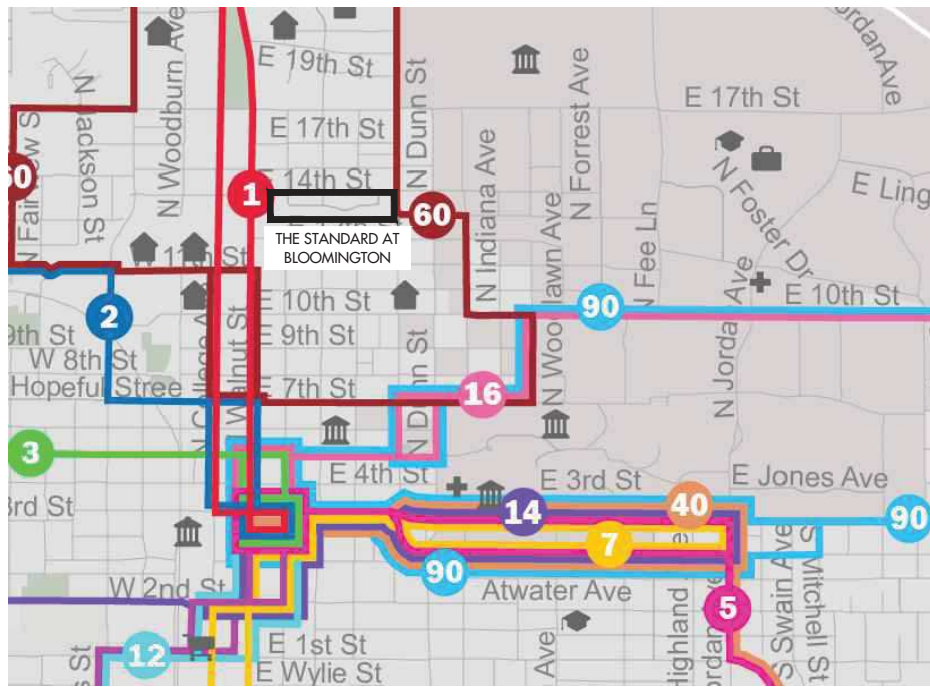
N.T.S.

THE STANDARD AT BLOOMINGTON - Current Bus Service (to be updated on or after January 2021)

07.23.2020



# BLOOMINGTON TRANSIT ROUTE MAP

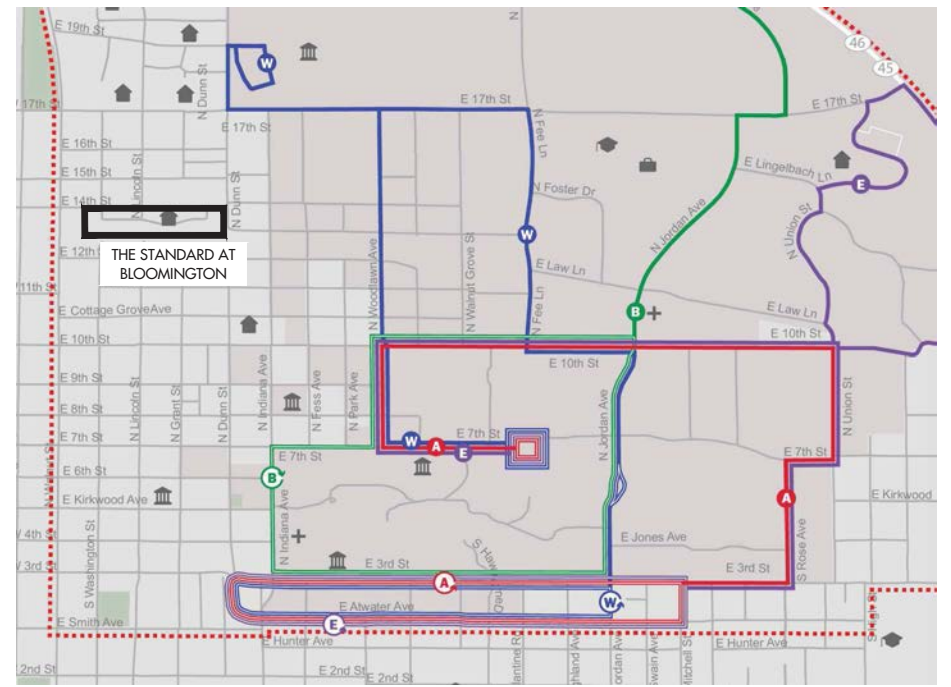


NOTE: ACCORDING TO BLOOMINGTON TRANSIT, ROUTE 60 WILL NOT BE IMPLEMENTED AS SHOWN HERE. INSTEAD, ROUTE 6 WILL REMAIN AS IT IS CURRENTLY

N.T.S.



# IU CAMPUS BUS ROUTE MAP



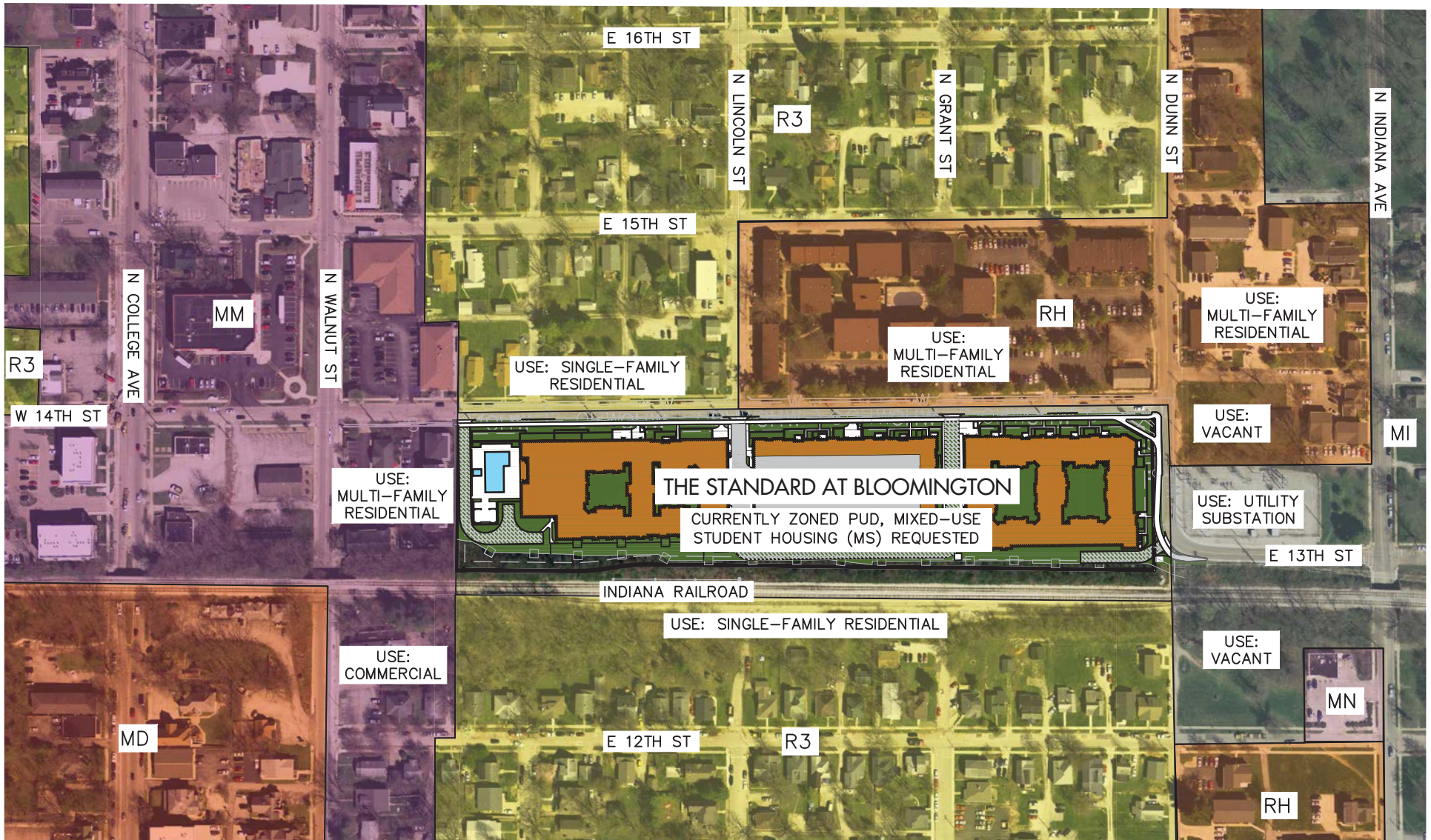
N.T.S.



THE STANDARD AT BLOOMINGTON - Future Anticipated Bus Service (to be updated on or after January 2021) 07.23.2020







THE STANDARD AT BLOOMINGTON - Zoning and Adjacent Uses Map

07.23.2020 SCALE: 1"=250' 





THE STANDARD AT BLOOMINGTON - Existing Brownstone Terrace Apartments Photos

07.23.2020







N Dunn St - Looking North



N Dunn St - Looking South



E 14th St - Looking West



E 13th St - Looking West



E 14th St - Looking West



E 14th St - Looking East



E 14th St - Looking West



E 14th St - Looking West



E 14th St - Looking East

THE STANDARD AT BLOOMINGTON - Existing Brownstone Terrace Apartments Google Street View

07.23.2020



### SITE LEGEND

- AREAS OF PROPOSED ASPHALT PAVEMENT ■
- AREAS OF PROPOSED CONCRETE ■
- AREAS PROPOSED TO HAVE AN ACCESS EASEMENT BENEFITTING THE CITY OF BLOOMINGTON ▨

Smith Bechob & Associates, Inc.  
 2755 E. Canada Dr. Suite 101  
 Bloomington, Indiana, 47411  
 Telephone: 812.336.5336  
 www.sbaia.com

XX/XX/20XX

**THE STANDARD AT  
 BLOOMINGTON**  
 301 E BROWNSTONE DR  
 BLOOMINGTON IN 47408

REVISIONS	DATE

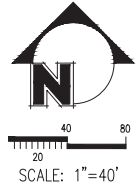
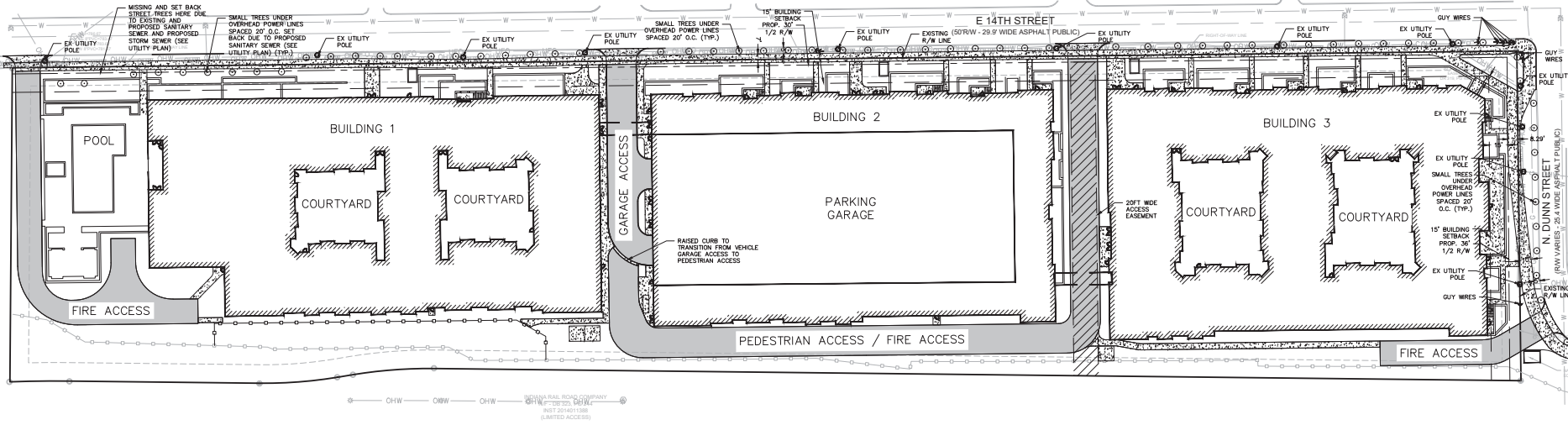
PROJECT NO.	KCK
DRAWN BY	RCK
DATE	

JOB NUMBER  
**5919**

SHEET  
**1 OF 2**

DATE  
08/31/2020

SITE PLAN



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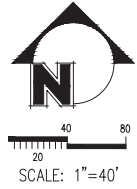
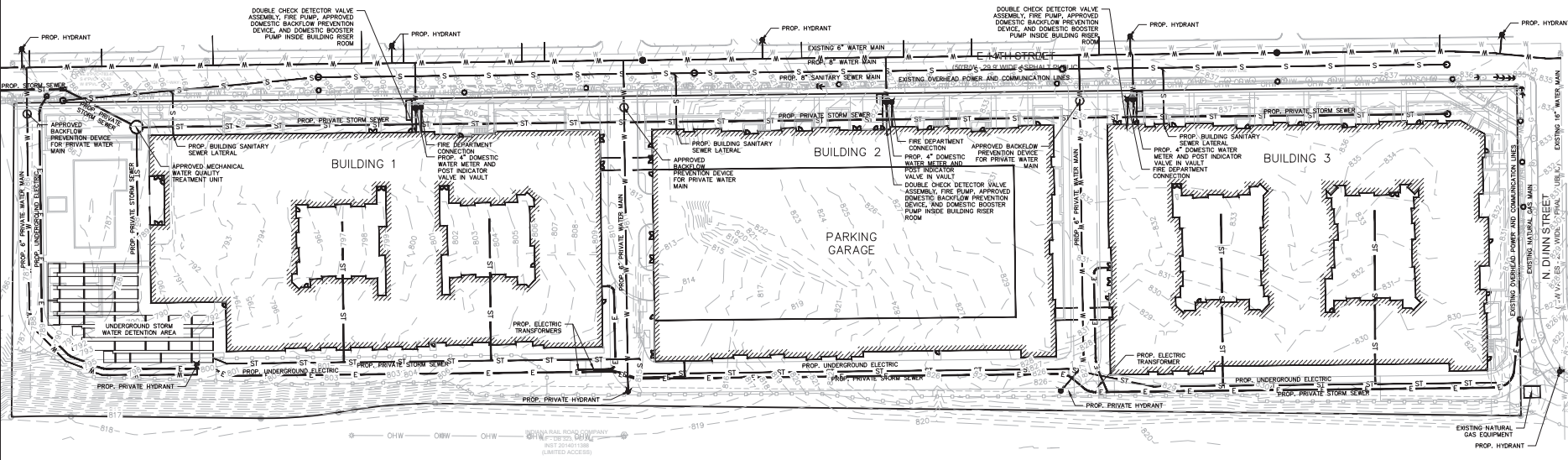


**THE STANDARD AT  
BLOOMINGTON**  
301 E BROWNSTONE DR  
BLOOMINGTON IN 47408

NO.	DATE	REVISIONS

DESIGNED BY KCK	CHECKED BY RCK	DATE

JOB NUMBER 5919
SHEET 2 OF 2
DATE 08/31/2020
UTILITY PLAN



**LEGEND**

- IRB SPIRE
- STONE
- IRON PIPE
- MAG. VAL.
- LIGHT POLE
- GUY WIRE
- ELECTRIC METER
- ELECTRIC MANHOLE
- ELECTRIC VAULT
- ELECTRIC MANDREL
- ELECTRIC TRANSFORMER
- OVERHEAD WIRES
- SANITARY SEWER
- PRIVATE SANITARY SEWER
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND COMMUNICATION LINE
- WATER LINE
- PRIVATE WATER LINE
- STONE SEWER
- FENCE
- FENCE WOODEN
- FENCE CHAIN LINK
- AIR CONDITIONER
- GAS METER
- GAS VALVE
- COMMUNICATION MANHOLE
- COMMUNICATION VAULT
- FIBER OPTIC MANHOLE
- FIBER OPTIC VAULT
- CONCRETE BOLLARD
- PIPE
- T-FLOUT
- UNKNOWN MANHOLE
- WATER METER
- POSSIBLE FEES OVERLAP
- FIRE HYDRANT
- SANITARY MANHOLE
- CLEAN OUT
- STORM MANHOLE
- CURB INLET
- INLET ROUND
- YARD INLET
- DOWN SPOUT DRRAIN
- WATER VALVE
- WATER METER
- POSSIBLE FEES OVERLAP
- FIRE HYDRANT
- MEASURED
- AS-BUILT
- CONCRETE TREE
- DECIDUOUS TREE

**ZONING INFORMATION**

**ZONING CLASSIFICATION:** PLANNED UNIT DEVELOPMENT (PUD), RESIDENTIAL MULTIFAMILY (RM) REGULATIONS APPL.

**BUILDING SETBACKS:**  
 FRONT: 15 FEET FROM PROPOSED RIGHT-OF-WAY INDICATED ON THE THOROUGHFARE PLAN, OR THE BLOCK FACE AVERAGE SETBACK OF THE EXISTING PRIMARY STRUCTURES ON THE SAME BLOCK FACE WHICH IS 15 FEET.  
 SIDE: 15 FEET  
 REAR: 15 FEET  
 MAXIMUM BUILDING HEIGHT: 50 FEET  
 ACCESSORY STRUCTURE: 50 FEET  
 MAXIMUM PARKING REQUIREMENTS: 1 SPACE FOR EVERY BEDROOM(222 SPACES MAXIMUM)

THE ZONING INFORMATION ABOVE WAS PROCURED FROM ZONING INFORMATION PROVIDERS P2K REPORT, NO. 013292-1, DATED SEPTEMBER 11, 2016, AS PROVIDED BY THE CLIENT.

**LEGAL DESCRIPTION**  
 PART OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE POINT WHERE THE EAST LINE OF SAID WALNUT STREET INTERSECTS THE SOUTH LINE OF EAST FOURTEENTH STREET; THENCE ON AND ALONG SAID SOUTH LINE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING), 200.00 FEET TO A 4-INCH IRON NAIL AND BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 00 MINUTES 31 SECONDS WEST 254.91 FEET TO THE NORTH LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AND BEING AN 18 INCH IRON NAIL; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 15 MINUTES 58 SECONDS WEST 330.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS WEST 150.00 FEET TO THE POINT OF BEGINNING; CONTAINING 7.22 ACRES, MORE OR LESS.

**AS-BUILT LEGAL DESCRIPTION**  
 PART OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH WALNUT STREET AND EAST FOURTEENTH STREET; THENCE SOUTH 01 DEGREE 00 MINUTES 31 SECONDS WEST INDIANA STATE LINE, WEST ZONE ALONG THE EAST LINE OF SAID NORTH WALNUT STREET 254.91 FEET TO THE NORTH LINE OF THE INDIANA RAIL ROAD COMPANY PER DEED BOOK 323, PAGE 244, THE NEXT 90 DEGREES ARE ALONG SAID NORTH LINE; (1) THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 48.27 FEET; (2) THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15 MINUTES 58 SECONDS EAST 150.00 FEET TO THE POINT OF BEGINNING; CONTAINING 7.22 ACRES, MORE OR LESS.

- GENERAL NOTES**
- BASED UPON A SCALED INTERPRETATION OF THE FLOOD RISK MAP RAIN-181050142D & 181050214D FOR MONROE COUNTY, INDIANA, DATED DECEMBER 11, 2016. THE SUBJECT PROPERTY IS LOCATED WITHIN UNDEVELOPED ZONE A.
  - UNDERGROUND UTILITIES WERE LOCATED FROM ABOVE GROUND OBSERVATIONS AND SHOULD NOT BE CONSIDERED COMPLETE. INDIANA #1 WAS NOTIFIED TO MARK UTILITIES BUT NO EVIDENCE OF POWER OR PHONE LINE EVER BEING FULLY MARKED FIELD.
  - THE SUBJECT PROPERTY CONTAINS 222 MARKED PARKING SPACES AND 4 HANDICAPPED SPACES.
  - ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND LINE, LESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
  - ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
  - NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADJUSTMENT WITHIN RECENT MONTHS.
  - NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT-OF-WAY LINES COMPLETED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION AND NO OBSERVABLE EVIDENCE OF RECENT SIDEWALK CONSTRUCTION OR REPAIRS.
  - NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID HOUSING WORK, BUILDING CONSTRUCTION OR SANITARY LANDFILL.
  - NO NETLAND MARKERS WERE OBSERVED IN PERFORMANCE OF THIS SURVEY.
  - THERE MAY BE RIGHTS ASSOCIATED WITH WIRES THAT CROSS SOUTH PROPERTY TO SUPPLY POWER TO LIGHT POLES ON BROWNSTONE DRIVE.
  - ACCESS SOUTH OF THE FENCE ALONG THE SOUTH PROPERTY IS LIMITED.
  - THE PROPERTY DEPICTED ON THE SURVEY IS THE SAME PROPERTY DESCRIBED IN THE TITLE COMMITMENT AND IN THE VESTING DEED.
  - REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS:
    - ALTA TRANSPIRE SURVEY BY BLEDOSSE ROBERT COOPER JAMES (BRCA), INST 201707042.
    - BROWNSTONE TERRACE APARTMENTS HUD SURVEY BY BYNUM FANVO & ASSOCIATES (BFA), JOB 519616, BOOK 403, JOB 519308.
    - BROWNSTONE TERRACE APARTMENTS ALTA TRANSPIRE SURVEY BY BYNUM FANVO & ASSOCIATES (BFA), JOB 519308.
    - 14TH & WALNUT DEVELOPMENT SURVEY BY BLEDOSSE ROBERT & GUERRITZ 2, INC. (BRG), JOB 5040.
    - FLAUMERS ADDITION PLAT; PLAT CABINET 652.

**SURVEYOR'S REPORT**  
 JOB NUMBER: 1909-0020  
 TYPE OF SURVEY: RETRACEMENT SURVEY MEETING THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA TRANSPIRE LAND TITLE SURVEYS  
 CLASS OF SURVEY: URBAN SURVEY (805 IAC 1-2)  
 FIELD WORK COMPLETED: AUGUST 08, 2019  
 LOCATION OF SURVEY: BLOOMINGTON, INDIANA  
 IN ACCORDANCE WITH TITLE 805, ARTICLE 1, CHAPTER 1.2 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS ARE OBSERVED REGARDING THE ACCURACY OF THE SURVEY AND THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:  
 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS  
 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS  
 3) OCCUPATION OR POSSESSION LINES  
 4) MEASUREMENTS RELATIVE POSITIONAL ACCURACY

**SURVEYOR'S CERTIFICATE**  
 NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.  
 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS  
 MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON UP TO 1.5 FEET OF UNCERTAINTY.  
 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S)  
 NONE  
 3) OCCUPATION OR POSSESSION LINES  
 POSSESSION LINES AT THE TIME OF THE SURVEY ARE LABELED HEREON, UP TO 0.00 FEET OF UNCERTAINTY.  
 4) MEASUREMENTS RELATIVE POSITIONAL ACCURACY  
 URBAN SURVEY (+/- 0.07 FOOT PLUS 50 PARTS PER MILLION) AS DEFINED IN 805 IAC 1.2, EFFECTIVE MAY 4, 2006.  
**THEORY OF LOCATION**  
 THE FOUND MONUMENTS SHOWN HEREON WERE FOUND TO BE THE BEST EVIDENCE OF THEIR RESPECTIVE CORNERS AS LOCATED ON PREVIOUS BIA AND BRCA SURVEYS.  
**SURVEYOR'S CERTIFICATE**  
 THE STANDARD AT BLOOMINGTON, LLC,  
 WEBSTER BANK, N.A., TOGETHER WITH ITS PARTICIPANTS, SUCCESSORS AND ASSIGNS:  
 CHICAGO TITLE INSURANCE COMPANY  
 BROWNSTONE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY,  
 BROWNSTONE ABSTRACT LLC.

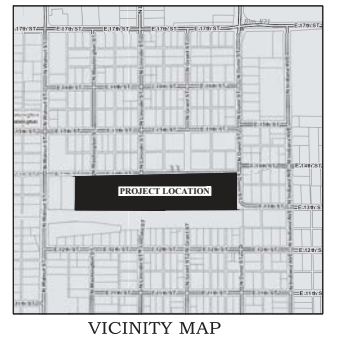
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA TRANSPIRE LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 14, 16(a), 7(a)(b)-(1), (c), 8, 9, 11, 13, 14, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 8, 2019.

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY INSTRUMENTS IN 805 IAC 1.2 FOR THE STATE OF INDIANA.

DATED: SEPTEMBER 20, 2019  
 REVISED: FEBRUARY 14, 2020

*TMB*  
 TODD M. BORGMAN  
 REGISTERED LAND SURVEYOR NO. 21200021  
 STATE OF INDIANA

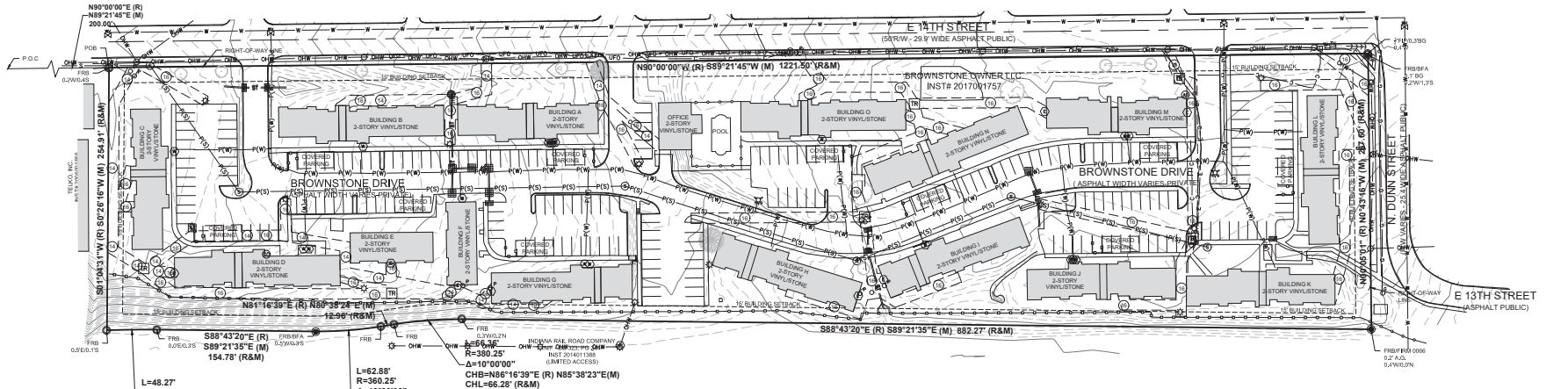
(AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT UNLESS REQUIRED BY LAW. (TODD BORGMAN)



Smith Brothers & Associates, Inc.  
 183 S. Chiles Boulevard  
 Bloomington, Indiana 47404  
 Phone: 317.336.2323  
 Fax: 317.336.2323  
 Web: http://smithbro.com

SCALE: 1"=50'

**JOB TITLE**  
 ALTA/NPS LAND TITLE SURVEY  
 301 E. BROWNSTONE DR.  
 BLOOMINGTON, INDIANA  
 SEC 33-T9N-R1W



**BUILDING INFORMATION**

BUILDING	HEIGHT	AREA
BUILDING A	27.4	3628
BUILDING B	27.4	4249
BUILDING C	27.4	3887
BUILDING D	28.0	4019
BUILDING E	28.0	2200
BUILDING F	27.8	2200
BUILDING G	28.8	2000
BUILDING H	28.0	4096
BUILDING I	28.7	4096
BUILDING J	28.7	4096
BUILDING K	27.2	4104
BUILDING L	27.0	4104
BUILDING M	27.0	4104
BUILDING N	27.7	4040
BUILDING O	28.1	4040
OFFICE	28.3	283

**LAND AREA**  
 314,821 SQUARE FEET OR 7.220 ACRES

**SCHEDULE B SURVEY ITEMS**  
 THIS SURVEY WAS PREPARED UTILIZING INFORMATION CONTAINED IN CHICAGO TITLE INSURANCE COMPANY TITLE FILE NO. RAIN-30012, DATED JUNE 10, 2019.  
 13. COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AS SET FORTH IN OUT CLAIM DEED, DATED DECEMBER 13, 1983 AND RECORDED JANUARY 6, 1984 IN DEED RECORD 303 PAGES 60-62, AFFECTS SITE BLANKET IN NATURE, ITEM NOT PLATTABLE.  
 14. ELECTRIC UNDERGROUND LINE EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF INDIANA, INC., ITS SUCCESSORS AND ASSIGNS, DATED APRIL 18, 1984 AND RECORDED APRIL 4, 1984 IN DEED RECORD 306 PAGES 80-84, SHOWN ON THAT CERTAIN SURVEY DATED NOVEMBER 21, 2016, LAST REVISED DECEMBER 7, 2016 PREPARED BY MATTHEW M. KNOY, REGISTERED LAND SURVEYOR, AS OS PROJECT NO. 18-10-068 AS SHOWN APPROXIMATELY HEREON.  
 15. UTILITY EASEMENT GRANTED TO INDIANA BELL TELEPHONE COMPANY, INCORPORATED, ITS SUCCESSORS AND ASSIGNS, DATED FEBRUARY 6, 1986 AND RECORDED MARCH 5, 1986 IN DEED RECORD 313 PAGE 113 REFERS TO THE LOCATION OF THE TELEPHONE CABLE ROW PLACES AND CURRENT LOCATION OF CABLE WAS NOT FIELD VERIFIED, ITEM NOT SHOWN.  
 16. ELECTRIC LINE EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF INDIANA, INC., ITS SUCCESSORS AND ASSIGNS, DATED OCTOBER 17, 1984 AND RECORDED NOVEMBER 8, 1985 IN DEED RECORD 319 PAGES 498-502, SHOWN ON THAT CERTAIN SURVEY DATED NOVEMBER 21, 2016, LAST REVISED DECEMBER 7, 2016 PREPARED BY MATTHEW M. KNOY, REGISTERED LAND SURVEYOR, AS OS PROJECT NO. 18-10-068 AS SHOWN APPROXIMATELY HEREON.  
 17. MATTERS SHOWN ON THAT CERTAIN SURVEY DATED NOVEMBER 21, 2016, LAST REVISED DECEMBER 7, 2016 PREPARED BY MATTHEW M. KNOY, REGISTERED LAND SURVEYOR, AS OS PROJECT NO. 18-10-068. CURRENT SURVEY MATTERS SHOWN HEREON.

REVISED PER COMMENTS	DATE

TS/FP  
 SPP  
 TMS

5919  
 SHEET  
 1 OF 3  
 DATE  
 9/20/19  
 ALTA/NPS SURVEY



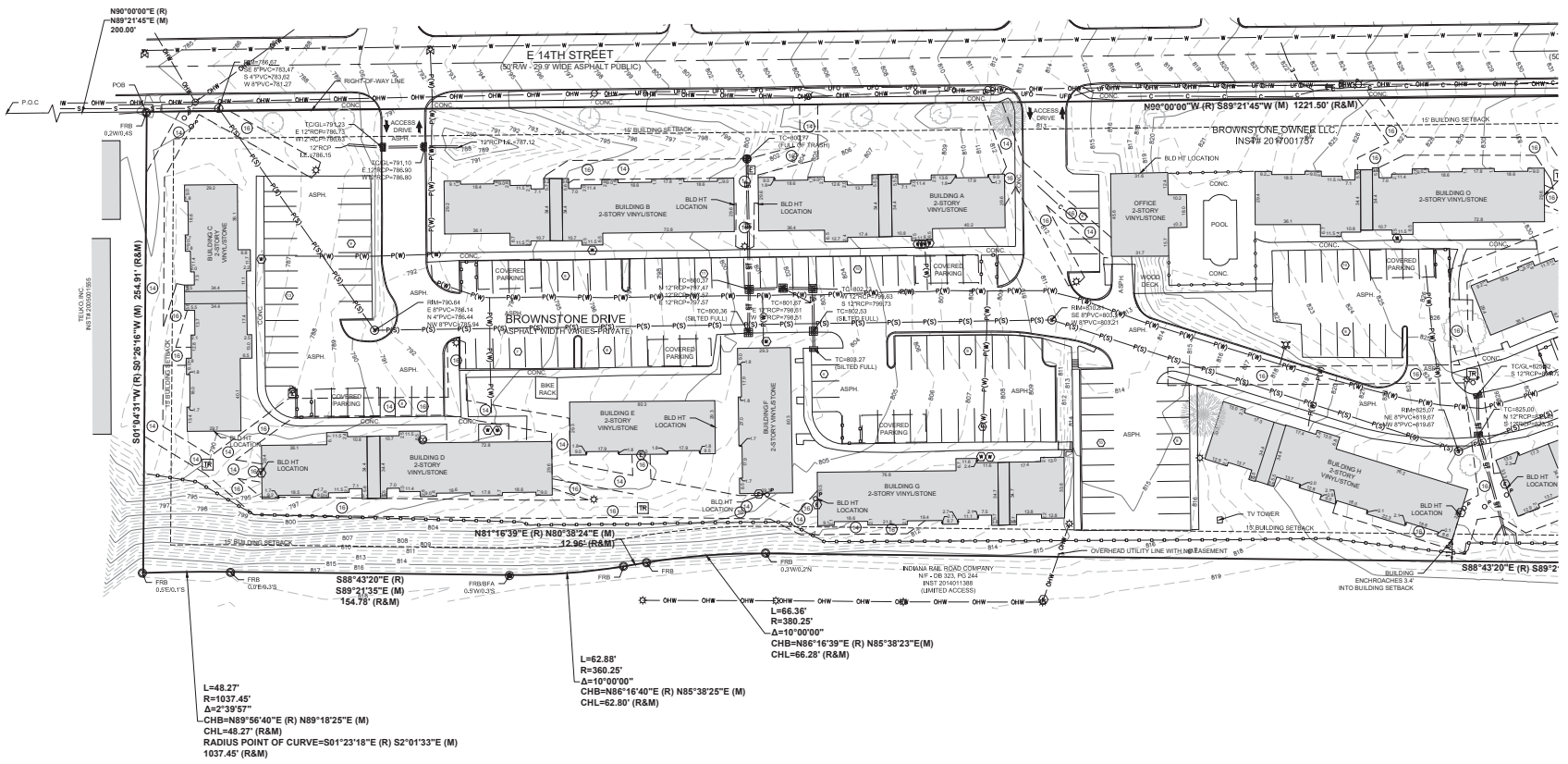
JOB TITLE  
**ALTA/NPS LAND TITLE SURVEY**  
**301 E. BROWNSTONE DR.**  
**BLOOMINGTON, INDIANA**  
**SEC 33-T9N-R1W**

REVISIONS	DATE

SCALE	DATE
TS/PP	DATE
SP	DATE
TM	DATE

5919  
 SHEET  
**2 OF 3**

DATE 9/20/19  
 ALTA/NPS  
 SURVEY

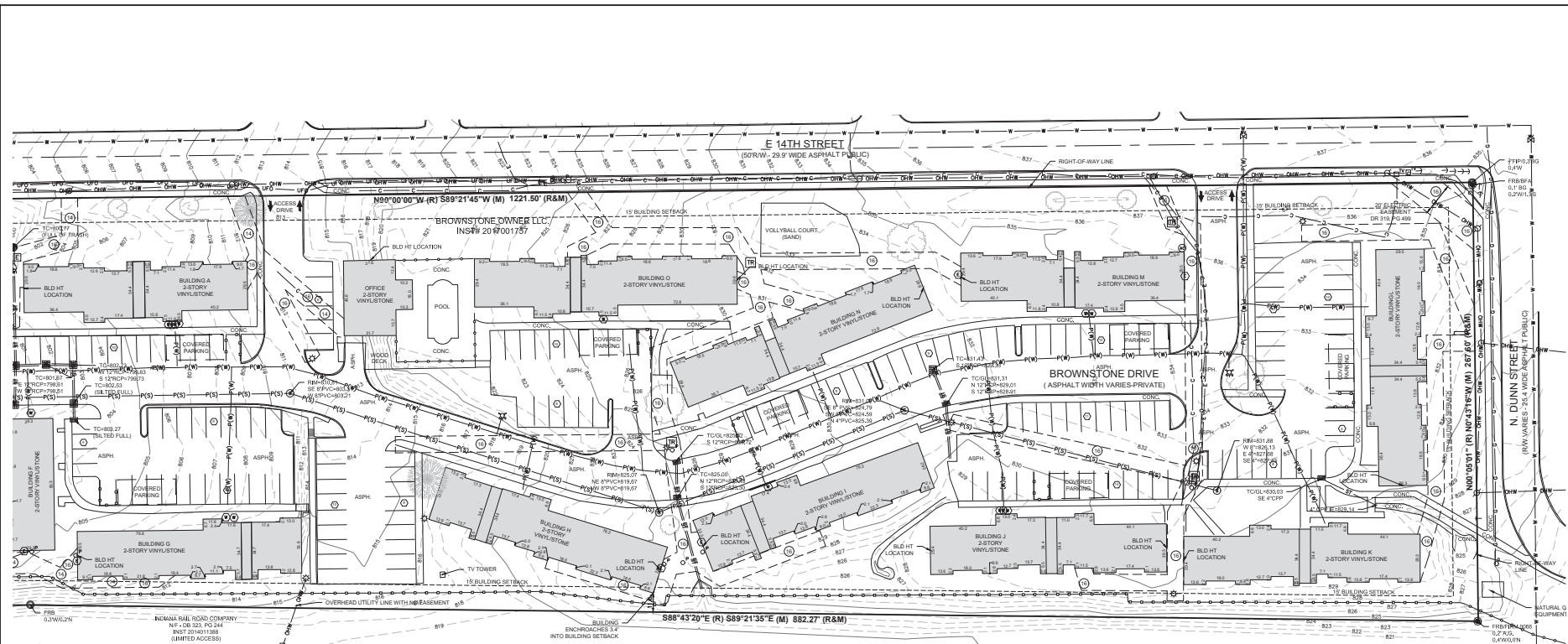


**LEGEND**

- |                                |      |                      |     |                       |     |                   |     |                   |     |                   |     |
|--------------------------------|------|----------------------|-----|-----------------------|-----|-------------------|-----|-------------------|-----|-------------------|-----|
| OVERHEAD WIRES                 | OHW  | IR SPIRE             | SPR | AIR CONDITIONER       | AC  | SEWAGE MANHOLE    | SM  | CONCRETE CURB     | CC  | DECK              | D   |
| SANITARY SEWER                 | S    | STONE                | ST  | GAS METER             | GM  | SEWER OUTLET      | SO  | PLASTER           | P   | RAILROAD SPIKE    | RS  |
| PRIVATE SANITARY SEWER         | PS   | REBAR                | R   | COMMUNICATION MANHOLE | CM  | FOUND REBAR       | FR  | RAILROAD SPIKE    | RSP | FOUND REBAR SPIKE | FRS |
| UNDERGROUND GAS LINE           | UGL  | IRON PIPE            | IP  | COMMUNICATION VAULT   | CV  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| UNDERGROUND ELECTRIC LINE      | UGEL | MAG. HAIL            | MH  | FIBER OPTIC MANHOLE   | FOM | FOUND REBAR       | FR  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| UNDERGROUND COMMUNICATION LINE | UGCL | UTILITY POLE         | UP  | FIBER OPTIC VAULT     | FOV | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| WATER LINE                     | WL   | GLY WIRE             | GW  | CONCRETE BOLLARD      | CB  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| PRIVATE WATER LINE             | PWL  | ELECTRIC METER       | EM  | UNION MANHOLE         | UM  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| STORM SEWER                    | ST   | UNIONMAN LID         | UL  | WATER METER           | WM  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| FENCE WIRE                     | FW   | ELECTRIC VAULT       | EV  | WATER MANHOLE         | WMH | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| FENCE WOODEN                   | FOW  | ELECTRIC MANHOLE     | EMH | WATER METER           | WM  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |
| FENCE CHAIN LINK               | FCL  | ELECTRIC TRANSFORMER | ET  | MONITORING WELL       | MW  | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS | FOUND REBAR SPIKE | FRS |

BASIS OF BEARINGS:  
 INDIANA STATE PLANE,  
 WEST ZONE





L=66.36'  
 R=380.25'  
 Δ=10°00'00"  
 CHB=N66°16'39"E (R) N85°38'23"E(M)  
 CHL=66.28' (R&M)

INDIANA RAIL ROAD COMPANY  
 N.P. CO. 323, PG. 244  
 FIRST 20' (1:1.5)  
 (LIMITED ACCESS)

BROWNSTONE OWNER, LLC  
 INS# 20197001737

N90°00'00"W (R) S89°21'45"W (M) 1221.50' (R&M)

S88°43'20"E (R) S89°21'35"E (M) 882.27' (R&M)

N40°05'01" (R) N0°43'19"W (M) 207.60' (R&M)

RIGHT-OF-WAY LINE

ACCESS DRIVE

OVERHEAD UTILITY LINE WITH EASEMENT

BUILDING ENCRICHES 3.4' INTO BUILDING SETBACK

MATURE NATURAL G EQUIPMENT

CONCRETE

ASPH

COVERED PARKING

BLD HT LOCATION

2-STORY VINYLSTONE

2-STORY VINYLSTONE

2-STORY VINYLSTONE

2-STORY VINYLSTONE

2-STORY VINYLSTONE

2-STORY VINYLSTONE

2-STORY VINYLSTONE

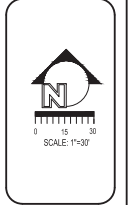
2-STORY VINYLSTONE

LEGEND

- |                                |           |                     |                         |                    |
|--------------------------------|-----------|---------------------|-------------------------|--------------------|
| OVERHEAD WIRES                 | — OHW     | ⊕ AIR SPIKE         | ⊕ AIR CONDITIONER       | ⊕ SANITARY MANHOLE |
| SANITARY SEWER                 | — S       | ⊕ STONE             | ⊕ GAS METER             | ⊕ CLEAN OUT        |
| PRIVATE SANITARY SEWER         | — (P)S    | ⊕ REBAR             | ⊕ GAS VALVE             | ⊕ STORM MANHOLE    |
| UNDERGROUND GAS LINE           | — G       | ⊕ MANGINA           | ⊕ COMMUNICATION MANHOLE | ⊕ CURB INLET       |
| UNDERGROUND ELECTRIC LINE      | — E       | ⊕ UTILITY POLE      | ⊕ COMMUNICATION VAULT   | ⊕ INLET ROUND      |
| UNDERGROUND COMMUNICATION LINE | — C       | ⊕ LIGHT POLE        | ⊕ FIBER OPTIC MANHOLE   | ⊕ INLET SQUARE     |
| WATER LINE                     | — W       | ⊕ GUY WIRE          | ⊕ FIBER OPTIC VAULT     | ⊕ YARD INLET       |
| PRIVATE WATER LINE             | — (P)W    | ⊕ CONCRETE BOLLARD  | ⊕ SIGN                  | ⊕ DOWN SPOUT DRAIN |
| STORM SEWER                    | — ST      | ⊕ ELECTRIC METER    | ⊕ T-SPOUT               | ⊕ WATER VALVE      |
| FENCE WIRE                     | — X X X X | ⊕ ELECTRIC MANHOLE  | ⊕ UNKNOWN L.L.D.        | ⊕ WATER MANHOLE    |
| FENCE WOODEN                   | — X X X X | ⊕ ELECTRIC VAULT    | ⊕ UNKNOWN L.L.D.        | ⊕ WATER METER      |
| FENCE CHAIN LINK               | — X X X X | ⊕ ELECTRIC HANDHOLE | ⊕ MONITORING WELL       | ⊕ FIRE HYDRANT     |

BASIS OF BEARINGS:  
 INDIANA STATE PLANE,  
 WEST ZONE

Smith Brothers & Associates, Inc.  
 103 S. Chiles Boulevard  
 Bloomington, Indiana 47401  
 Phone: (317) 336-2533  
 Fax: (317) 336-2533  
 Web: http://smithbro.com



JOB TITLE  
**ALTA/NSPS LAND TITLE SURVEY**  
**301 E. BROWNSTONE DR.**  
**BLOOMINGTON, INDIANA**  
**SEC 33-T9N-R1W**

NO.	DATE	REVISIONS

TS/RP  
 SPP  
 TMB

5919  
 SHEET  
**3 OF 3**

9/20/19  
 ALTA/NSPS  
 SURVEY



Existing Brownstone Apartments, parking and traffic count by SBA staff 4/27/2016

Beds 277  
 Parking Spaces 222  
 Spaces/bed 0.80

Time	In	Out	Time	In	Out	Total
7:30	0	2	4:45	7	5	
7:45	1	1	5:00	5	4	
8:00	0	1	5:15	1	1	
8:15	1	3	5:30	3	3	
8:30	2	3	5:45	3	5	
8:45	1	5	6:00	2	1	
peak AM hour	4	12	peak AM hour	16	13	29
trip rate per bed			trip rate per bed			
trips/hour	0.014	0.043	trips/hour	0.058	0.047	

Approximation of Average Daily Traffic (ADT) based on 11% peak hour; 264

The Standard at Bloomington

estimate future trips using the existing trip generation rates from Brownstone

beds 1072

AM Peak Hour	In	Out	PM Peak Hour	In	Out	total
8-9 AM	15	46	4:45 to 5:45 PM	62	50	112

Approximation of Average Daily Traffic (ADT) based on 11% peak hour; 1020  
 New daily traffic 757

Trip distribution to the street

towards Indiana/Dunn 25%  
 towards Walnut/College 75%

AM Peak Hour Outbound

Left out towards walnut/College 35  
 Right out towards Indiana/Dunn 12

PM Peak Hour Outbound

Left out towards walnut/College 38  
 Right out towards Indiana/Dunn 13

PM Peak Hour Inbound

Left in from Indiana/Dunn 15



Existing Area Traffic

These are City counts with year, then factored up at 1.5% annual increase to 2020

<u>Street</u>	<u>Date</u>	<u>Count</u>	<u>2020</u>
College Avenue SB between 14th and 15th	3/7/2018	12,314	12,683
Dunn Street between 14th and 15th	2014	2,956	3,222
Indiana between 13th and 14th	2010	4,066	4,676
Walnut Street south of 14th	2013	11,182	12,356
14th Street east of walnut	1999	2,362	3,106



## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 20-29 - To Amend Title 1 (General Provisions) of the Bloomington Municipal Code - Re: Amending Chapter 1.08 to Harmonize the Design of the City Logo and City Seal**

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#### **Synopsis**

This ordinance repeals and replaces Bloomington Municipal Code Chapter 1.08 entitled “City Seal,” to adopt a new city seal that harmonizes the designs of the City logo and City seal. It also creates standards for the use of the City seal, prohibits unauthorized use of the City seal, and prescribes penalties for violations of the chapter.

#### **Relevant Materials**

- Ordinance 20-29
- Attachment – Image of proposed City seal
- Memo to Council from City Clerk
- Fiscal Impact Statement

#### **Summary**

Ordinance 20-29 proposes a new City seal that more closely aligns with the well-known city logo. In addition to codifying a description and image of the new City seal, the ordinance adds code provisions related to the use of the City seal. These provisions include an affirmation that the City Clerk has charge of the City seal consistent with Indiana Code 36-4-10-4, which states that the City Clerk shall keep the City seal. New provisions also detail which persons within the city may use the official City seal, and under what circumstances the official City seal can be used. It allows outside entities or agencies to request to use the City seal under limited circumstances. The ordinance prohibits unauthorized use of the City seal and includes provisions for enforcing the prohibitions added by the legislation. Finally, the ordinance provides for a fine of \$100 for a first violation of the added code provisions, with increasing fines for subsequent violations. It is important to note that the proposed prohibitions on use would apply only to the official City seal as described and depicted in the ordinance.

Per Indiana Code 36-4-6-14, because the ordinance prescribes a penalty or forfeiture for a violation, it must, before it takes effect, be published according to statute.

#### **Contact**

Nicole Bolden, City Clerk, boldenn@bloomington.in.gov, (812) 349-3408

**ORDINANCE 20-29**

**TO AMEND TITLE 1 (GENERAL PROVISIONS) OF THE BLOOMINGTON MUNICIPAL CODE - Re: Amending Chapter 1.08 to Harmonize the Design of the City Logo and City Seal**

- WHEREAS, pursuant to Indiana Code § 36-1-4-4, municipalities are empowered to adopt a corporate seal; and
- WHEREAS, pursuant to Indiana Code § 36-4-10-4, the City Clerk is charged with keeping the city's seal; and
- WHEREAS, the Common Council, by its Ordinance 71-66, approved and adopted a City seal for the City of Bloomington, which took effect on December 30<sup>th</sup>, 1971; and
- WHEREAS, the Common Council, by its Resolution 86-2, approved and adopted a City logo for the City of Bloomington, which took effect on January 6<sup>th</sup>, 1986; and
- WHEREAS, the City logo was commissioned and approved by the Bloomington Arts Commission as an expression of the growth and vitality of the Bloomington community; and
- WHEREAS, the City logo design was inspired by quilt patterns predominantly used by regional folk artists during the 19<sup>th</sup> Century, and resembles a combination of the peony and trout lily flowers; and
- WHEREAS, the City logo design symbolizes the Downtown Square and community interaction; and
- WHEREAS, the Common Council of the City of Bloomington approved the City logo design, which was created by Tim Mayer, with various logo applications developed by Teresa Allen; and
- WHEREAS, the City logo is widely recognized and associated with the City and has been formally registered as an official trademark of the City since 2000; and
- WHEREAS, the City Clerk therefore wishes to harmonize the City seal design with that of the City logo; and
- WHEREAS, the new City seal design, developed by Andrew Krebbs, incorporates the City logo; and
- WHEREAS, in order to ensure that the City seal and graphical City seal are utilized for appropriate circumstances only, and that unauthorized, deceptive, or fraudulent use, which may be harmful to the public health, safety, and welfare, be made unlawful;

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

SECTION I. The new City seal commissioned by the City Clerk, and designed by Andrew Krebbs, a copy of which is attached hereto and made part hereof, is hereby approved as the official seal for of the City of Bloomington, Indiana.

SECTION II. Chapter 1.08 of the Bloomington Municipal Code entitled "City Seal" shall be deleted in its entirety and replaced with a new Chapter 1.08 entitled "City Seal". The codifier shall insert the title in the Table of Contents for Title 1 "General Provisions". Chapter 1.08 shall read as follows:

## CHAPTER 1.08 – City Seal

### Sections:

- 1.08.010 City Seal Described; Graphical City Seal
- 1.08.020 Use of City Seal
- 1.08.030 Enforcement
- 1.08.040 Violations and Penalties

### **1.08.010 City Seal Described; Graphical City Seal.**

The seal of the city shall be a circle approximately two inches in diameter with a royal blue background and containing the City of Bloomington logo design in the center in white. The circle shall have a 2.5pt white ring (“Ring One”) around its outer edge, with a 14pt second ring in royal blue (“Ring Two”) encircling Ring One and containing the words, “Seal of the City of Bloomington, Indiana” in white, sans serif font, bolded, capitalized letters of uniform size, except that the words “OF THE” shall be unbolded and half-sized. The words shall run from the lower left side of Ring Two up around the top of the ring and end at the lower right side of the ring. There shall be a 2pt third ring in white (“Ring Three”) encircling Ring Two, and the periphery of the seal shall be a 5pt ring (“Ring Four”) in royal blue. The center of the bottom of Ring Two shall contain the City of Bloomington’s founding date of 1818, in white, flanked on each side by a single white dot. The seal may be produced in other colors with the approval of the City Clerk or the City Clerk's designee to accommodate specific temporary uses or circumstances. The standard graphical representation of the seal shall be as follows:



### **1.08.020 Use of City Seal.**

- (a) The City Clerk has charge of the City seal and graphical City seal and will affix the City seal to all certificates and documents as may be required by law, by this Code, or by ordinance of the City.
- (b) All other uses of the City seal and graphical City seal are restricted to official City business and such other appropriate uses that further the operations of the City as may be authorized in writing by the City Clerk, or required by law, or as otherwise specifically permitted in this Code.
- (c) No person may make or use the City seal or graphical City seal or any cut, facsimile, or reproduction thereof of either of them, or to make or use any seal or any design which is an imitation, in the design of, or which may be mistaken for the City seal or graphical City seal without the written authorization of the City Clerk.
- (d) City officers, City employees, members of the City Council, and members of City boards and commissions may use stationery, printed materials and other articles with the graphical City seal or facsimile of the graphical City seal while acting within the scope of their office or employment.
- (e) Outside entities or agencies may request to use the graphical City seal for events co-hosted or supported by the City, for a limited time, using a form approved by the City Clerk. All such requests must be submitted to the City Clerk or the City Clerk’s designee, who has the sole discretion to approve or deny such requests, and to promulgate the manner, timing, and format of such requests. When considering such requests, the City Clerk or designee will consider the ultimate benefit to the City of such use, the effects of association by the City with the event or occurrence, the City’s traditional sponsorship activities, and other criteria which shall be fairly and neutrally applied to all requestors. The decision of the City Clerk or designee regarding use of the graphical City seal may

be appealed to the City Council by submitting a written protest to the City Clerk's Office within fourteen (14) days of the City Clerk or designees' decision.

- (f) Pins, Insignia and Other Articles. From time to time, the Mayor or an individual City Council Member may wish to incorporate the graphical City seal into a pin, insignia, or other article for use in ceremonial occasions or for other civic purposes but not for sale or commercial purposes. Each such proposed design must be submitted to the City Clerk for approval, and the production of such items after approval shall be at the sole expense of the creator of the design. The decision of the City Clerk may be appealed to the City Council by submitting a written protest to the City Clerk's Office within fourteen (14) days of the City Clerk or designees' decision. Ownership of the design shall be retained by the City.

#### **1.08.030 Enforcement.**

- (a) Enforcement of this chapter shall be implemented by the City Clerk's office, or the City Clerk's designee(s).
- (b) Any citizen who desires to register a complaint under this chapter may initiate enforcement with the department or positions designated by the City Clerk's office.
- (c) Upon finding that any provision of this chapter has been violated, the enforcement designee(s) shall issue a notice of violation (NOV) to the person(s) responsible for the violation. The NOV shall be in writing and shall be served upon the person(s) responsible for the violation by one or more of the following methods: delivery in-person or first class mail. The NOV shall state:
  - (1) The location of the violation;
  - (2) The nature of the violation;
  - (3) The fine assessed for the violation;
  - (4) That the fine is paid at the city legal department; and
  - (5) That the fine may be contested in the Monroe County Circuit Courts.

#### **1.08.040 Violations and penalties.**

- (a) It shall be unlawful for any person to make or use the City seal and graphical City seal of the City of Bloomington deceptively, fraudulently, or without express written permission from the City Clerk of the City of Bloomington, or the City Clerk's designee.
- (b) Any person who violates any provision of this chapter shall be subject to a fine of one hundred dollars (\$100) for a first violation of this chapter. Fines for subsequent violations of this Chapter shall double for each subsequent violation up to the statutory maximum provided for by law. If the city legal department has reason to believe that fines will not be effective in enforcing this chapter, then the city legal department shall be empowered to seek any other remedies provided by law.

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

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

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
STEPHEN VOLAN, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

#### SYNOPSIS

This ordinance repeals and replaces Bloomington Municipal Code Chapter 1.08 entitled “City Seal,” to adopt a new city seal that harmonizes the designs of the City logo and City seal. It also creates standards for the use of the City seal, prohibits unauthorized use of the City seal, and prescribes penalties for violations of the chapter.





# MEMO

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To: City of Bloomington Common Council Members  
From: City Clerk Nicole Bolden  
Date: 13 November 2020  
Re: Ordinance 20-29 - To Amend Title 1 (General Provisions) of the Bloomington Municipal Code - Re: Amending Chapter 1.08 to Harmonize the Design of the City Logo and City Seal

---

This ordinance amends Title 1 of the Bloomington Municipal Code in order to update the city seal so that it is more harmonious with the design of the city logo.

The city seal is used for official acts of the city, including but not limited to certifying legislation, bonds, cemetery deeds, and issuing proclamations. The ordinance is meant to update the seal so that is in line with the city's widely-used logo. It adds a detailed description of the new city seal along with a picture to be incorporated in the Bloomington Municipal Code, which did not exist in the past.

The legislation provides new guidelines for usage of the city seal. It also adds new provisions related to permitted use of the city seal, as well as enforcement and penalty provisions related to misuse of the city seal.

If you have any questions regarding this proposed ordinance, please do not hesitate to contact me by calling the Office of the City Clerk at 812-349-3408 or e-mailing me at [boldenn@bloomington.in.gov](mailto:boldenn@bloomington.in.gov).



**BLOOMINGTON COMMON COUNCIL  
FISCAL IMPACT STATEMENT**

Per BMC §2.04.290, any legislation that makes an appropriation or has a major impact on existing city appropriations, fiscal liability, or revenues shall be accompanied by a fiscal impact statement.

**LEGISLATION NUMBER AND TITLE**

Ord 20-29-To Amend Title 1 (General Provisions)

of the BMC

**PROPOSED EFFECTIVE DATE**

December 2, 2020

**FISCAL IMPACT.** Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

YES

NO. If the legislation will not have a major fiscal impact, briefly explain below.

The legislation describes a new city seal, with usage guidelines and enforcement. The (minor) fiscal impact of the legislation will come primarily from publication and the procurement of new devices.

**FISCAL IMPACT FOUND.** If the legislation appropriates funds and/or will have a major fiscal impact, please complete the following:

	FY -- CURRENT	FY -- SUCCEEDING	ANNUAL CONTINUING COSTS THEREAFTER
REVENUES			
EXPENDITURES			
NET			

**IMPACT ON REVENUE (DESCRIBE)**

**IMPACT ON EXPENDITURES (DESCRIBE)**

**FUTURE IMPACT.** Describe factors which could lead to significant additional expenditures in the future.

**FUNDS AFFECTED: TO BE COMPLETED BY CITY CONTROLLER**  
If the proposal affects City funds, please describe the funds affected and the effects of the legislation on these funds.

\_\_\_\_\_  
Signature of Controller

\_\_\_\_\_  
Signature of City Official responsible for submitting legislation



## MEMO FROM COUNCIL OFFICE ON:

### **Ordinance 20-30 - To Establish the Citizens' Redistricting Advisory Commission (To Establish an Independent Redistricting Commission)**

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#### **Synopsis**

This ordinance is authored by Councilmember Volan and amends Title 2 of the Bloomington Municipal Code (Administration and Personnel) to create a nine-member Citizens' Redistricting Advisory Commission. This Commission would have a two-year mandate to make recommendations to the Common Council on how to divide the city into six councilmanic districts following a federal decennial Census.

#### **Relevant Materials**

- Ordinance 20-30
- Ordinance 12-29 and Report of 2012 Council Redistricting Committee (which describes the most recent council redistricting process)
- Fiscal Impact Statement is forthcoming

#### **Summary**

State law<sup>1</sup> requires the city legislative body to adopt an ordinance in the second year after the year in which a federal decennial census is conducted to divide the city into six council districts. This division should also be made when required to assign annexed territory to a district. The Council last adopted such an ordinance in 2012 with the adoption of Ordinance 12-29. Discussion and background materials related to this ordinance can be found in the December 12, 2012 legislative packet, available online at: [https://bloomington.in.gov/onboard/meetingFiles/download?meetingFile\\_id=952](https://bloomington.in.gov/onboard/meetingFiles/download?meetingFile_id=952).

The six council districts must be contiguous, reasonably compact, and, as nearly as possible, equal in population. The districts should also not cross precinct boundary lines, except in some very specific cases. Before the Council can adopt a redistricting ordinance, the City Clerk must mail a written notice to the Monroe County Clerk at least ten (10) days before the Council adopts the ordinance. The notice must state the Council will consider adoption of the redistricting ordinance.<sup>2</sup>

Ordinance 20-30 would create a new Citizens' Redistricting Advisory Commission. Commission members would be selected by an open application process as described in the ordinance, with certain membership requirements and limitations meant to ensure an independent and fair commission.

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<sup>1</sup> IC-36-4-6-3

<sup>2</sup> IC-36-4-6-3(f)



**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](mailto:council@bloomington.in.gov)

Once formed, the commission would be required to meet as described in the ordinance, and to publish and maintain certain materials and information related to its work. All commission meetings would be open to the public.

The commission would make recommendations to the Council regarding its decennial redistricting ordinance by recommending council district boundaries that comply with all applicable constitutional, federal, state, and local requirements. The Commission would prepare recommended council district boundaries, an associated map, and a report that describes how the districts comply with applicable law.

After the commission makes its recommendation, Ordinance 20-30 would require that the Council act on the commission's recommendation before November 1 of the second year following a decennial census. If the Council rejects the recommended districts, the Council would return the matter to the commission with a written statement of the reasons for the rejection. The commission would then consider the reasons for the rejection, make any revisions, and return the revised materials to the Council. After considering the commission's final recommendations (or if the commission fails to complete its work), the Council would then adopt a redistricting ordinance as required by law. If the Council does not follow the commission's final recommendations, the Council would be required to provide a written statement of the reasons for the rejection.

**Contact**

Stephen Volan, [volans@bloomington.in.gov](mailto:volans@bloomington.in.gov), (812) 349-3409

Stephen Lucas, [lucass@bloomington.in.gov](mailto:lucass@bloomington.in.gov), (812) 349-3409

**ORDINANCE 20-30**  
**TO ESTABLISH THE CITIZENS' REDISTRICTING ADVISORY COMMISSION**  
**(To Establish an Independent Redistricting Commission)**

- WHEREAS, Indiana Code § 36-4-6-3 requires that the City be divided into six (6) councilmanic districts during the second year after a year in which a federal decennial Census is conducted; and
- WHEREAS, this statute also requires that these districts be contiguous, reasonably compact, and, as nearly as possible, of equal population, and, with some specific exceptions, not cross precinct boundaries; and
- WHEREAS, while federal law provides vital voter protection in its requirements that districts be equally populous and that redistricting comply with the Voting Rights Act, Indiana's redistricting process is still fundamentally unfair; and
- WHEREAS, a fundamental tenet of democratic rule is that voters choose their representatives and that representatives reflect the will of the people; and
- WHEREAS, district boundaries are drawn by legislative incumbents, thereby favoring incumbency and reducing competition while creating an inherent conflict of interest; and
- WHEREAS, elected officials are more responsive to constituents when voters have a greater chance of a choice of candidates, thereby increasing accountability and serving the best interests of the voters of Indiana; and
- WHEREAS, an independent redistricting commission would lend greater public legitimacy to the redistricting process and minimize the conflicts of interest otherwise inherent in redistricting; and
- WHEREAS, the Common Council of Bloomington has the opportunity to model a system in which the process of redistricting is done in an open manner with meaningful opportunities for public feedback and engagement, and wishes to persuade the State of Indiana to do likewise; and
- WHEREAS, Indiana requires counties to redraw precinct maps by the end of the year following the Decennial Census; and
- WHEREAS, the drawing of precincts materially effects the drawing of districts and the establishment of the Commission in the year following the decennial Census would allow for informed Commission input into the precinct redrawing process; and
- WHEREAS, Bloomington is home to the flagship residential campus of the state's primary institution of higher education, whose more than 40,000 full-time students compose almost half the city's population; and
- WHEREAS, official guidance from the U.S. Census Bureau holds that, "even though many residents of a typical American college town might move away after they graduate, they have to be counted while they live there...Students in college towns use critical local resources, including roads, public transportation and health clinics... college students should be counted where they live and sleep most of the time as of [Census Day].";

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

SECTION 1. Chapter 2.12 entitled "Boards, Commissions, and Councils" shall be amended by inserting Section 2.12.120, entitled "Citizens' Redistricting Advisory Commission" with the title appearing in the Table of Contents for the chapter and the text reading as follows:

2.12.120 – Citizens’ Redistricting Advisory Commission

- (a) Establishment and Purpose. There is hereby established a nine-member Citizens’ Redistricting Advisory Commission, hereinafter "Commission," whose purpose shall be to make recommendations to the Common Council regarding its decennial redistricting ordinance, which divides the city into the six council districts from which councilmembers shall be elected; and to make recommendations to the Monroe County Commissioners on dividing the City into precincts.
- (b) Term. Because of the time-limited nature of the Commission’s purpose, the Commission shall be limited in term to two years from the date of its formation (“formation date”), after which time it shall disband. The Commission’s first formation date shall be January 1, 2021, and shall be reformed at the beginning of the year following each decennial United States Census (“Census year”). All Commission members shall be appointed to serve until final district boundaries are adopted by the Common Council, or until two years after the Commission’s formation date, whichever comes first. The Commission shall be reformed in the event that the City is required, due to annexation or other legal procedures, to redraw council-district lines outside of these periods. The same membership selection process shall be followed in the event the commission is reformed.
- (c) Membership Qualifications. The Commission shall consist of nine members, subject to the following qualifications and limitations.
  - (1) Registered Voters. Each member must be a registered voter residing within city limits.
  - (2) Political Affiliations. Commissioners shall be evenly divided by political affiliation:
    - A. Three shall be affiliated with the Democratic Party; and
    - B. Three shall be affiliated with the Republican Party; and
    - C. Three shall be independent of affiliation with either of the two major political parties in the state.
  - (3) Student Status. One member from each delegation in (c)(2) above shall also be a duly enrolled full-time student at Indiana University Bloomington, and shall otherwise meet all other qualifications in BMC 2.12.120(c) (hereinafter referred to as a “student member”).
  - (4) Voting Record. Each commission member, other than student members, shall have voted as a resident of the city of Bloomington in at least three of the last five general elections immediately preceding their application. Student members shall have voted as a resident of the city of Bloomington in at least one of the last two general elections immediately preceding their application.
  - (5) Limitations. The following individuals are excluded from serving on the Commission:
    - A. Anyone who is currently a public office holder, or has held public office or has been a candidate for public office in the City of Bloomington within ten years of the Commission’s formation date;
    - B. Anyone who has been an employee for an elected official, including anyone who has been employed by the City of Bloomington, within ten years of the Commission’s formation date;
    - C. Anyone who is currently an officer of any county-level political party in Monroe County (not including people serving as precinct committee persons), or has been an officer within 10 years of the Commission’s formation date;
    - D. Anyone who has contributed a cumulative total of \$2,000 or more to any political candidate(s) within five years of the Commission’s formation date;
    - E. Anyone registered with the Indiana Lobby Registration Commission;
    - F. Immediate family members of any excluded person.



- (d) Membership Selection Process. Commissioners shall be selected after an open application process:
- (1) Applicants shall attest that they are eligible to serve per the conditions of 2.12.120(c).
  - (2) The process shall be conducted by an executive committee of the Council (made up of the president, vice-president, and parliamentarian) with the assistance of the City Clerk. The executive committee shall review all applications and in a public meeting choose 18 applicants in three pools of six, one pool for each of the party affiliations noted in BMC 2.12.120(c)(2), whom they believe are the most qualified to carry out the Commission's duties. At least two applicants from each pool shall be eligible to be student members.
  - (3) The Clerk shall determine and administer a method of random selection, such as a lottery or coin flip, to select two non-student members from each pool of applicants. The Clerk shall use a coin flip to select between the two student applicants from each pool.
  - (4) The remaining nine candidates shall be named as alternates, in the event one or more commissioners cannot fulfill their duty. Upon a member's resignation or departure from the Commission, the Clerk shall (if necessary) determine the replacement member as in (d)(3) above. If no eligible alternate is available, the seat shall be left empty.
  - (5) The commission shall select as its chair one of the members not affiliated with either of the two major political parties.
- (e) Redistricting Criteria.
- (1) The Commission shall recommend council district boundaries that comply with the United States Constitution, the Indiana Constitution, and applicable federal and state laws, including the federal Voting Rights Act and Indiana Code §36-4-6-3.
  - (2) The Commission shall prepare descriptions and a map of recommended council district boundaries.
  - (3) Whenever possible, the Commission should avoid recommending districts that split communities of interest into multiple districts. These communities include, but are not limited to, political subdivisions, neighborhoods, school districts, historic districts and other areas where residents share common traits and concerns.
  - (4) Where it does not negatively impact the above criteria, districts shall be drawn to encourage political competition.
- (f) Commission Processes and Transparency.
- (1) The City shall establish and maintain, at least until the redistricting process is concluded, a webpage for the Commission where redistricting materials shall be published, including the roster of commissioners, meeting agendas and minutes, and draft maps created by the Commission.
  - (2) The Commission shall hold public hearings at least bimonthly, in January, March, May, July, September and November, but may choose to meet more often.
  - (3) A hearing shall be held in at least three of the six existing city council districts. Each meeting location shall be accessible to persons with disabilities and, to the extent practicable, shall have parking nearby and be accessible by public transit. Public meetings shall be scheduled at various times and days of the week to accommodate a variety of work schedules and to reach as large an audience as possible.
  - (4) The Commission shall issue descriptions of recommended council districts, an accompanying map depicting the recommended districts, and a report that explains how the recommended districts comply with BMC 2.12.120(e).
  - (5) Approval of recommended council districts, including a map and accompanying report, by the Commission requires an affirmative vote from at least two-thirds of serving commissioners. All other actions of the Commission require a simple majority vote to pass.

(6) The Commission shall be subject to the Indiana Open Door Law and the Access to Public Records Act.

(g) Legislative Approval.

(1) The Commission shall provide, and publish on its webpage, the descriptions of its recommended council districts, along with the accompanying map and report, to the Common Council no later than the first Wednesday in September of the second year following a decennial Census.

(2) In performing its responsibilities under Indiana Code § 36-4-6-3, the Common Council shall determine whether the Commission's recommended districts conform to the criteria contained in federal and state law.

(3) The Common Council shall act on the Commission's recommended districts before November 1 of the second year following a decennial Census. If the Common Council rejects the Commission's recommended districts, the Common Council shall return the matter to the Commission with a written statement of the reasons for the rejection.

(4) If the Common Council rejects the Commission's recommended districts, the Commission shall, before December 1 of the second year following a decennial Census, consider the Common Council's written statement of reasons for the rejection, revise the map and descriptions accordingly, and return them along with any revised report, to the Common Council.

(5) After considering the Commission's final recommendations, or if the Commission fails to complete its work, the Common Council shall perform its duties under Indiana Code §36-4-6-3. If the Common Council rejects the Commission's final recommendations, it shall provide a written statement of the reasons for the rejection.

SECTION 2. If any section, sentence, or provision of this ordinance, or application thereof to any person or circumstance 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 provision of this ordinance are declared to be severable.

SECTION 3. This ordinance shall be in effect after its passage by the Common Council and approval of the Mayor, any required publication or other promulgation in accordance with the law.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
STEPHEN VOLAN, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This ordinance is authored by Councilmember Volan and amends Title 2 of the Bloomington Municipal Code (Administration and Personnel) to create a nine-member Citizens' Redistricting Advisory Commission. This Commission would have a two-year mandate to make recommendations to the Common Council on how to divide the city into six councilmanic districts following a federal decennial Census.

*Passed 8-0  
Rollo absent*

**ORDINANCE 12-29**  
**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED**  
**“ADMINISTRATION AND PERSONNEL”**  
**- Re: Amending Article IV of Chapter 2.04 (Common Council) to Establish**  
**Councilmanic Districts for the City of Bloomington**

- WHEREAS, I.C. 36-4-6-3 requires that the City be divided into six (6) councilmanic districts during the second year after a year in which a federal decennial census is conducted; and
- WHEREAS, this statute also requires that these districts be contiguous, reasonably compact, and, as nearly as possible, of equal population, and, with some specific exceptions, not cross precinct boundaries; and
- WHEREAS, Council President Mayer created the Redistricting Committee composed of the three at-large representatives and chaired by Councilmember Sandberg; and
- WHEREAS, prior to the first meeting, the City Clerk Regina Moore provided maps and an interactive table of precinct populations for Council members and the public to use to prepare maps that met the three requirements for consideration by the Committee; and
- WHEREAS, the Redistricting Committee held four meetings in November and submitted a report comprised of the Memoranda of the Meetings and documents kept in the Office of City Clerk which, by passage of this ordinance, will be approved by the Council; and
- WHEREAS, these meetings complied with the Indiana Open Door Law, including one meeting that was continued with the same agenda to later the same week, and were attended by the public at every meeting; and
- WHEREAS, the Council finds that the proposed districts are contiguous, reasonably compact, and, as nearly as possible, of equal population;

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

SECTION 1. Article IV of Chapter 2.04 of the Bloomington Municipal Code shall be amended by deleting Sections 2.04.500 (Definition of councilmanic districts) and 2.04.0510 (Repeal of former council districts) and replacing them with the following:

2.04.500        Definition of councilmanic districts.

The City of Bloomington is hereby divided into six (6) councilmanic districts which shall be known as the First District, Second District, Third District, Fourth District, Fifth District, and Sixth District. A copy of the map of these districts and the associated precinct populations are attached to this ordinance (Ordinance 12-29) as Exhibit “A.” These districts shall consist of precincts as they were set forth in the “Order of the Monroe County Commissioners Regarding Additional Information or Corrections to the Precinct Boundaries and Submission of Corrected IEC-8 Forms” dated December 30, 2011. This Order and the associated precinct map, list of precincts with the component census blocks in each precinct, and the IEC-8 forms are incorporated by reference into this ordinance and, in accordance with IC 36-1-5-4, two copies of this material shall be kept on file in the office of the City Clerk and Council for inspection by the public. These districts and their component precincts are as follows:

FIRST DISTRICT. The First Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 2 & 6
- (b) Perry Township Precincts 1, 3, 5 & 29
- (c) Richland Precinct 9
- (d) Van Buren Township Precinct 2

SECOND DISTRICT. The Second Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 5, 7, 13, 14, 17 & 23

THIRD DISTRICT. The Third Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 9, 10, 16, 21 & 22
- (b) Perry Township Precincts 20 & 21

FOURTH DISTRICT. The Fourth Councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 8 & 18
- (b) Perry Township Precincts 14, 15, 16, 17, 18, 19 & 26

FIFTH DISTRICT. The Fifth Councilmanic District shall consist of the following designated precincts:

- (a) Perry Township Precincts 6, 8, 9, 10, 11, 12, 13, 28, 31 & 32

SIXTH DISTRICT. The Sixth councilmanic District shall consist of the following designated precincts:

- (a) Bloomington Township Precincts 1, 3, 4, 19 & 20
- (b) Perry Township Precincts 7 & 30


SECTION 2. The district boundaries established in this ordinance supersede those established in all previous ordinances.

SECTION 3. In accordance with I.C. 36-4-6-3(l), the City Clerk is directed to file the ordinance with the Monroe County Clerk not later than thirty (30) days after the ordinance is adopted.


SECTION 4. Severability. 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 5. 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 19<sup>th</sup> day of DECEMBER, 2012.

  
TIMOTHY MAYER, President  
Bloomington Common Council

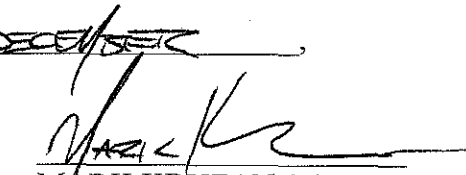
ATTEST:

  
REGINA MOORE, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana,  
upon this 30<sup>th</sup> day of DECEMBER, 2012.

  
REGINA MOORE, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this 29<sup>th</sup> day of DECEMBER,  
2012.

  
MARK KRUZAN, Mayor  
City of Bloomington

#### SYNOPSIS

This ordinance fulfills the council's obligation, in accordance with IC 36-4-6-3, to establish six councilmanic districts in 2012 based upon data received as a result of the federal census in 2010. Under this statute, these districts must be contiguous, reasonably compact, and, as nearly as possible, of equal population. The ordinance brings forward recommendations of the Council Redistricting Committee, which invited members of the Council and public to offer maps for the Committee's consideration in light of the statutory requirements. The committee met four times, with members of the public and Council present at each meeting, considered various plans from council members and the public, and recommended this map which is in compliance with statutory requirements.

## Report of the 2012 Redistricting Committee

The Report of the 2012 Redistricting Committee includes the following materials:

- Agendas and Memoranda for Meetings on :
  - November 2<sup>nd</sup>
  - November 8<sup>th</sup>
  - November 15<sup>th</sup>
  - November 26<sup>th</sup> (Continued to November 30<sup>th</sup> – with same agenda)
  
- Other Materials Available in the Office of City Clerk include, but are not limited to:
  - Colored map with current council districts and county precincts;
  - List of city precincts with populations for each (and capable of certain calculations when used in electronic form); and
  - Various proposed maps and plans which had been submitted along with sheets that compare sets of plans (typically presented at different meetings) based upon variance and deviation of population.

This 2012 Report of the Redistricting Committee is signed by the following majority of its membership. By signing this sheet, the members affirm approval of the Memoranda and Report:

**Member – Council Members**

**Date**

\_\_\_\_\_  
Timothy Mayer  
Council Member At-Large

\_\_\_\_\_

\_\_\_\_\_  
Andy Ruff,  
Council Member At-Large

\_\_\_\_\_

\_\_\_\_\_  
Susan Sandberg, (Chair)  
Council Member At-Large

\_\_\_\_\_



Common Council Redistricting Committee  
5:30 pm. Council Library  
Agenda  
November 2, 2012

Organization Meeting

1. Introduction
2. Election of Chair
3. Presentation of Materials
4. Schedule
5. Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

#### Action Memorandum

Bloomington Common Council Redistricting Committee

November 2, 2012

5:30 pm. -- Council Library

Chair: to be determined

Members Present: Sandberg, Mayer

Members Absent: Ruff

Staff Members present: Dan Sherman, Regina Moore

Other council members present: Dorothy Granger, Marty Spechler

Public present (Larry Jacobs, Sue Mayer)

## INTRODUCTION

### ELECTION OF CHAIR

MOTION: It was moved and seconded that Susan Sandberg be elected Chair for the Redistricting Committee.

ACTION: Motion was approved by a voice vote.

### PRESENTATION OF MATERIALS

Sandberg asked for the Presentation of Materials for the task of redistricting.

Clerk Moore presented the following:

#### Materials

Colored Map with new council districts and new precincts

List of city precincts with populations for each, other calculations

NOTE: problem areas where precincts are in two districts.

#### Rules

Contiguity – can't be separated by another district (not Perry 10), islands (Perry 9)

Compactness – geographic and geometric shape

Need to work towards 'reasonably compact'

Equality of population – 10%

Follow precinct boundaries to avoid ballot variations!

1. Overview of task
  - a. Requirements plan: Basic Rules
    - i. Definition of terms
      1. precinct for voting purposes
      2. \*\*precinct for legislative purposes
      3. census block/tract
      4. contiguity
      5. compact
      6. equal population

- b. Overview of timeline /legislative cycle
- 2. Presentation of current status
  - a. Map of city districts with new precinct lines drawn in
  - b. Handout of precinct population and district totals

#### SCHEDULE

Chair Sandberg asked that council members who had proposals send them to the Clerk in time for maps to be prepared for the next meeting.

The next meeting was set for November 8, 2012 at 5:30 in the Council Library.

#### ADJOURNMENT

The meeting ended at 6:30 pm

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Redistricting Committee  
November 8, 2012  
Council Library  
5:30 pm

Second Meeting: Consideration of Plans

- 1- Materials for Committee
- 2- Discussion of the Plans
- 3- Consideration of Percentage of population deviance
- 4- Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum  
Bloomington Common Council Redistricting Committee  
November 8, 2012  
5:45 pm. -- Council Library

## **SECOND MEETING: CONSIDERATION OF PLANS**

Chair: Sandberg  
Members Present: Sandberg, Mayer  
Members Absent: Ruff  
Staff members present: Dan Sherman, Regina Moore  
Other council members present: Spechler, Sturbaum, Granger, Volan  
Public Present Larry Jacobs, Sue Mayer

### **MATERIALS FOR COMMITTEE**

Maps and Plans which had been submitted were presented along with a comparison sheet that listed the plan, variance and population numbers for each district.

Plan A	13%
Plan A-1	9%
Plan B	16%
Plan C	18%
Plan D	18%
Plan E	16%
Plan F	18%
Plan G	13%
Plan H	19%

Plans were submitted by several council members, but were not marked with their specific names, but rather letters for identification.

### **DISCUSSION OF THE PLANS**

The plans were discussed, considering the merits of each in compactness, contiguity and equality of population. Also considered were making as few changes as possible and preserving neighborhoods within one council district as much as possible.

### **CONSIDERATION OF PERCENTAGE OF POPULATION DEVIANCE**

It was clear that persons submitting the plans did not understand that the plans were to be as equal as possible, with the maximum variance no more than 10% between the highest and lowest population counts. The above maps (with the exception of Plan A-1) were out of compliance.

It was determined that the ideal population for each district would be 13401; the ideal range being from 12060 to 14724 residents.

Council members were asked to submit modifications of their plans before the next meeting so that maps could be made.

**ADJOURNMENT**

The meeting was adjourned at 6:45 pm. Next meeting will be November 15, 2012 at 5:30 pm.

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Redistricting Committee  
November 15, 2012  
Council Library  
5:30 pm

Third Meeting: Consideration of Plans

- 1- Materials for Committee
- 2- Discussion of the Plans
- 3- Consideration of Percentage of population deviance
- 4- Adjournment



NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum

Bloomington Common Council Redistricting Committee

November 15, 2012

5:30 pm. -- Council Library

**THIRD MEETING: CONSIDERATION OF PLANS**

Chair: Sandberg

Members Present: Sandberg, Mayer

Members Absent: Ruff

Staff members present: Dan Sherman, Regina Moore

Other council members present: Spechler, Sturbaum, Granger, Volan

Public Present Larry Jacobs, Sue Mayer

**MATERIALS FOR COMMITTEE**

Maps and Plans which had been submitted were presented along with a comparison sheet that listed the plan, variance and population numbers for each district. NOT presented were plans that were submitted with precincts split between two council districts. New plans were:

Plan A-2	9.1%
Plan D-2	9%
Plan I	6.1%
Plan J	7.8%
Plan K	8.3%
Plan L	8.3%

Again the alphabetical identification was used rather than identifying the person submitting the plan.

**DISCUSSION OF THE PLANS**

The plans were discussed, considering the merits of each in compactness, contiguity and equality of population. Also considered were making as few changes as possible and preserving neighborhoods within one council district as much as possible.

**CONSIDERATION OF PERCENTAGE OF POPULATION DEVIANCE**

The possibility of drawing a district line to split precincts between two council districts was discussed. Chair Sandberg asked for plans that had been submitted with this parameter to be prepared in map form for the next meeting.

Council members were asked to submit modifications or new plans before the next meeting so that maps could be made.

ADJOURNMENT

The meeting was adjourned at 6:40 pm.

Next meeting will be after the Special Session of the Common Council held on November 26, 2012 at approximately 8:00 pm in the council library.

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Redistricting Committee

November 26, 2012

Council Library

8:00 pm

AGENDA

- 1- Materials for Committee
- 2- Discussion of the Plans
- 3- Consideration of Percentage of population deviance
- 4- Assessment of the process to date
- 5- Further meetings
- 6- Adjournment

NOTE: Formal minutes are not produced for committee meetings; however the following summarizes actions taken at the above committee of the whole meeting.

Action Memorandum

Bloomington Common Council Redistricting Committee

November 26, 2012

8:30 pm. -- Council Library (posted time was 8pm but start was delayed because of Special Session of Common Council held at 6 pm)

**FOURTH MEETING: CONSIDERATION OF PLANS**

Chair: Susan Sandberg

Members Present: Sandberg, Mayer, Ruff

Members Absent: none

Staff Members present: Dan Sherman, Regina Moore

Other council members present: Dorothy Granger, Marty Spechler, Darryl Neher, Dave Rollo, Chris Sturbaum, Steve Volan

Public present (Linda Robbins, Ruth Hickman, Avi Spechler, Jim Fielder, Chaim Julian, Sue Mayer)

MATERIALS FOR COMMITTEE

Maps and Plans which had been submitted were presented along with a comparison sheet that listed the plan, variance and population numbers for each district. Considered were:

\* indicates a newly submitted plan.

Plan A-2	9.1%
Plan D-2	9%
Plan I	6.1%
Plan J	7.8%
Plan L	8.3%
*Plan M	7.7%
*Plan P/split	10.33%
*Plan P-2/split	8.66%
*Plan Q/split	9.87%
*Plan Q-2/split	9.872%

DISCUSSION OF THE PLANS

The plans were discussed, considering the merits of each in compactness, contiguity and equality of population. Also considered were making as few changes as possible and preserving neighborhoods within one council district as much as possible.

Particular attention was paid to the four maps/plans with split precincts

County officials Clerk Robbins, Recorder Fielder and Deputy Clerk Hickman gave background into how precinct lines are drawn, why they were drawn as they are now, and the implication and impact of having a precinct split between two council districts.

CONSIDERATION OF PERCENTAGE OF POPULATION DEVIANCE

It was suggested that modifications in Plan P with a split precinct may be a workable plan. The request was made to prepare a map and comparison page to add to the materials for consideration for the next meeting.

ASSESSMENT OF THE PROCESS TO DATE

Council members who represent districts and who were present at this meeting were urged to give their favorite plans and some rationale for their choice to the committee members by Friday, November 30.

FURTHER MEETINGS

Rather than post and notice a meeting separately, the meeting was recessed until Friday, November 30, 2012 at 5:30 pm in the Council Library.

ADJOURNMENT

None – meeting was recessed until date noted above.

**\*\*\*\*\*CONTINUATION OF 11-26-12 MEETING  
THIS MEETING WAS CONTINUED WITH THE SAME ADGENDA AS 11-26-12  
WITH CONSIDERATION OF PLANS**

November 30, 2012  
5:30 pm. -- Council Library

Chair: Susan Sandberg  
Members Present: Sandberg, Mayer, Ruff  
Members Absent: none  
Staff Members present: Regina Moore  
Other council members present:, Darryl Neher, Dave Rollo, Chris Sturbaum, Steve Volan  
Public present: Abby Tonsing

Consideration of Plans focused on:

- \*Plan P/split 9.98% (amended from an earlier version)
- \*Plan P-2 8.66% (amended to remove split precinct)
- \*Plan Q/split 9.87%
- \*Plan Q-2/split 9.872%

The discussion of split precincts included a discussion of requesting changes in precinct lines to the county and state at a later date to redraw precinct lines of Bloomington 20, Bloomington 5 and Bloomington 18 to better equalize population.

MOTION: It was moved and seconded that Plan P-2 be recommended to the council for adoption.

ACTION: The motion was approved by a voice vote.

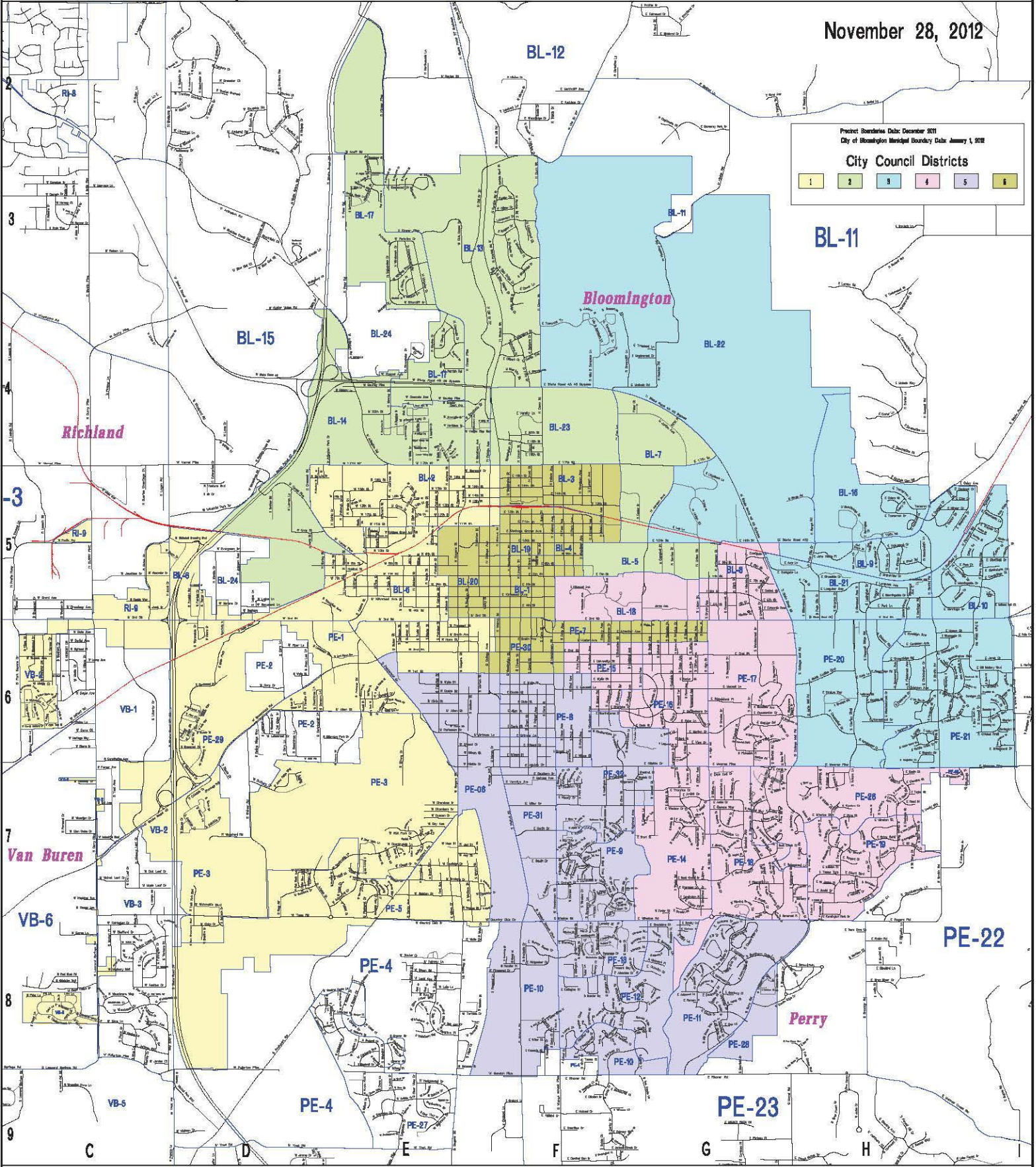
ADJOURNMENT

The meeting was adjourned at 6:05 pm





November 28, 2012



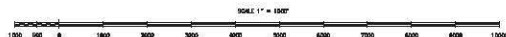
Presect Standards Date: December 2011  
City of Bloomington Municipal Boundary Date: January 1, 2012

**City Council Districts**

1	2	3	4	5	6
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\* This map subjects precinct boundaries to the city limits.

Bloomington Geographic Information System



This map was generated by the City of Bloomington GIS from Monroe County data for use by the Monroe County Clerk's Office and the Monroe County Clerk's Office only. The user has been approved for access to the Monroe County Clerk's Office records. Please contact the Monroe County Clerk or the Register/Recorder for additional information or questions regarding this product.

FID	PRECINCT	10 Pop	CurrD	1	2	3	4	5	6
5	BLOOMINGTON 01	1494	6						1494
6	BLOOMINGTON 02	2017	1	2017					
7	BLOOMINGTON 03	3517	6						3517
8	BLOOMINGTON 04	1018	6						1018
9	BLOOMINGTON 05	2778	4		2778				
10	BLOOMINGTON 06	1560	1	1560					
11	BLOOMINGTON 07	2586	2		2586				
12	BLOOMINGTON 08	1113	3				1113		
13	BLOOMINGTON 09	1735	3			1735			
14	BLOOMINGTON 10	1007	3			1007			
17	BLOOMINGTON 13	1295	2		1295				
18	BLOOMINGTON 14	2395	2		2395				
20	BLOOMINGTON 16	1955	3			1955			
21	BLOOMINGTON 17	1314	2		1314				
22	BLOOMINGTON 18	3643	6				3643		
23	BLOOMINGTON 19	1396	6						1396
24	BLOOMINGTON 20	1842	1						1842
25	BLOOMINGTON 21	1916	3			1916			
26	BLOOMINGTON 22	2645	3			2645			
27	BLOOMINGTON 23	2500	2		2500				
33	PERRY 01	1141	1	1141					
35	PERRY 03	2270	1	2270					
37	PERRY 05	2247	1	2247					
38	PERRY 06	1171	5					1171	
39	PERRY 07	1671	6						1671
40	PERRY 08	1355	5					1355	
41	PERRY 09	1690	5					1690	
42	PERRY 10 ?	1857	5					1857	
43	PERRY 11	1663	5					1663	
44	PERRY 12	1215	5					1215	
45	PERRY 13	1321	5					1321	
46	PERRY 14	1440	4				1440		
47	PERRY 15	1064	4				1064		
48	PERRY 16	1310	4				1310		
49	PERRY 17	1438	4				1438		
50	PERRY 18	1251	5				1251		
51	PERRY 19	1326	4				1326		
52	PERRY 20	2206	3			2206			
53	PERRY 21	2462	3			2462			
58	PERRY 26	915	4				915		
60	PERRY 28	351	5					351	
61	PERRY 29	2340	1	2340					
62	PERRY 30	1827	6						1827
63	PERRY 31	1523	5					1523	
64	PERRY 32	1526	4				1526		
74	RICHLAND 09	30	1	30					
77	VAN BUREN 02	2072	1	2072					
Total Populations		80408		13677	12868	13926	13500	13672	12765
Avg. District Pop.		<b>13401</b>							

Range between smallest & largest: **8.66%**