

**AGENDA**  
**REDEVELOPMENT COMMISSION**

*McCloskey Conference Room*  
**October 5, 2015**  
**5:00 p.m.**

- I. ROLL CALL**
- II. READING OF THE MINUTES** – September 15, 2015
- III. EXAMINATION OF CLAIMS** –September 25, 2015 for \$63,391.91
- IV. EXAMINATION OF PAYROLL REGISTERS**–September 18, 2015 for \$26,104.58 and October 2, 2015 for \$28,463.86
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Treasurer Report
  - C. Legal Report
  - D. CTP Update Report
- IV. NEW BUSINESS** –
  - A. **RESOLUTION 15-74:** Approval of RFP and Notice of Offering regarding West of Rogers Property in the Trades District
  - B. **RESOLUTION 15-75:** To Amend Project Review and Approval Form regarding 1<sup>st</sup> Phase Infrastructure Improvements on 10<sup>th</sup> Street
  - C. **RESOLUTION 15-76:** To Approve Amended Contract with Anderson + Bohlander
  - D. **RESOLUTION 15-77:** To Amend the Redevelopment Commission’s Offer to Purchase 1724 South Walnut Street
- VI. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

**REDEVELOPMENT COMMISSION**  
**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**  
**MET on Tuesday, September 15, 2015 at 5:00 p.m. in the Showers City Hall, McCloskey**  
**Conference Room, 401 North Morton Street, with David Walter presiding**

**I. ROLL CALL**

Commissioners Present: David Walter, Elizabeth Kehoe, John West, Sue Sgambelluri and Katie Birge

Commissioners Absent: Kelly Smith

Staff Present: Lisa Abbott, Director; Christina Finley, Housing Specialist

Other(s) Present: Danise Alano-Martin, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Jeffrey Underwood, City Controller; Megan Banta, Herald-Times; Tim Hanson, WS Property Group; Randy Cassady, Cassady Electric; Chris Borland, Humanetrix Foundation Inc.; Bethany Sagsuein, Student; Andrea Guillian, Student; Mike Trotzke, Rough Cut Ventures; David Miller, Business Resources Company; Lynn Coyne, BEDC; Warren Cutshall

**II. READING OF THE MINUTES** –Katie Birge made a motion to approve the September 2, 2015 minutes. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**III. EXAMINATION OF CLAIMS** –Kaite Birge made a motion to accept the claims for September 11, 2015 for \$61,299.77. Sue Sgambelluri seconded the motion. The board unanimously approved.

**IV. EXAMINATION OF PAYROLL REGISTERS**–John West made a motion to accept the payroll registers for September 4, 2015 for \$38,220.11. Katie Birge seconded the motion. The board unanimously approved.

**V. REPORT OF OFFICERS AND COMMITTEES**

**A. CTP Update Report.** The CTP update report was included in the commission packet. A comparison matrix for bids on the Showers Administration Building and associated parcels was distributed to the commission. There is a recommendation for the commission to consider. A letter of intent from Flaherty & Collins was included in the commission packet and is also available on the city website at [Bloomington.in.gov/CTP](http://Bloomington.in.gov/CTP). Danise Alano-Martin requested verbal approval in order to pursue the offer with First Capital Group for the Showers Administration Building and associated parcels. She provided a recap of bids received for the property:

Danise Alano-Martin reminded the commission a request for proposal and notice of offering was issued on the Showers Administration Building in March 2014. Those responses are at the bottom of the comparison matrix. She briefly explained each proposal on the comparison matrix.

RN Technologies proposal includes the purchase of lots 6, 7 and 8 for \$900,000; commercial office space in the Showers Administration Building geared toward technology related businesses; a renovation budget of \$1.0 - \$1.2 million; a 60 day due diligence period; and

\$10,000 in escrow with a purchase agreement. The team has significant redevelopment experience in Bloomington.

First Capital Group proposed the purchase of lots 6, 7 and 8 for \$1,318,000; commercial office space geared toward tech businesses; 30 day due diligence period on lot 6 and 7; 90 day due diligence period for the Showers Administration Building (lot 8); \$10,000 in escrow with local financing; renovation budget of \$800,000 - \$1,100,000. The purchase is contingent upon purchasing all three lots. First Capital Group will pay half of CBRE's commission as part of the transaction; a \$39,540 value to the City. They also have significant development experience.

Warren Cutshall and Jason Krothe proposed to create a new LLC for the project. Their proposal is for the Showers Garage parcel (lot 6) for \$50,000 without repair to the roof; \$75,000 if the City repairs the roof. The use would be limited service restaurant and retail, specifically local businesses. They have a vision for future Phase II development which includes residential, retail, and office space. Additional proposed terms include closing by the 1<sup>st</sup> of November; renovations completed by 4/16; no financing contingency specified. They currently manage over 200,000 square feet of commercial real-estate. This would be an active use space with indoor-outdoor seating; creation of 1-6 jobs; green building/LEED renovation. The expected investment is \$75,000-\$200,000 for Phase I and \$200,000-\$700,000 for Phase II New Construction Addition.

Morton and Tenth Development LLC proposed \$820,500 for lot 7 and 8. They are proposing mixed use office and residential space for the Showers Administration Building (Lot 8); 1<sup>st</sup> floor office and 2<sup>nd</sup> floor condominiums. Lot 7 would have parking and one to two stories of residential development with similar façade as the Dimension Mill and Kiln historic buildings. The proposal includes 180 day due diligence period; intended use contingency; closing within 30 days of expiration of seller's response period to the due diligence objections; \$5,000 in escrow. Morton and Tenth Development LLC has development experience as well as business and entrepreneurship experience, locally and in other parts of the state. Total investment includes \$4.3-\$4.4 million; creation of 2 jobs, 46 construction related jobs during development; green building design/construction; renovation budget of approximately \$1.3 million.

Danise Alano-Martin reminded the commission the average of the two independent appraisals for lot 6, 7, and 8 is \$1.3 million. Lot 6, \$280,000; Lot 7, \$287,500; Lot 8, \$732,500. Katie Birge asked if any of the proposals have the potential to be combined. Danise Alano-Martin said that is a possibility. David Walter asked what the next step will be. Danise Alano-Martin stated the administration recommends the RDC give verbal approval to negotiate with First Capital Group and discuss specific terms for a purchase agreement. If successful, the purchase agreement will come back to the RDC for approval. Katie Birge asked how much potential office space this will give the tech park. Danise Alano-Martin stated the Showers Administration Building is approximately 18,000 square feet which includes a basement (about 5,000 square feet); so about 13,000 square feet (gross) of new office space. John West asked for insight on why staff recommends First Capital Group. Danise Alano-Martin stated the offer is more than the average of the two appraisals and their priority is tech office space. This proposal will achieve our goals and meets the asking price. Additionally, First Capital has expressed an interest in working with Cutshall/Krothe to incorporate their proposal for the Service Garage. David Walter asked how long negotiations will take. Danise Alano-Martin said she hopes to come back to the RDC by November 2015 with a purchase agreement for approval.

Sue Sgambelluri asked if any of the letters of intent/proposals have expiration dates. Danise Alano-Martin did not have the specifics of the expirations with her. Sue Sgambelluri asked to be walked through the next steps of the process. Danise Alano-Martin explained that once the Notice of Offerings have been published twice (and they were on 07/19/15 and 07/26/15) over two consecutive Sundays in *The Herald-Times*, and the bids opened publicly (which they were on 9/2/15), once those steps are completed the RDC can enter into a purchase agreement, or project agreement. Staff would then work on the terms with the selected bidder and bring the RDC a purchase agreement, or project agreement, to approve.

Alano-Martin requested the commission's approval to pursue negotiations with First Capital Group. The commissioners unanimously agreed to move forward with negotiations with First Capital Group.

Alano-Martin discussed that the Notice of Offering process that has concluded for the Showers Administration Building will be the same process that commences for the 5.9 acres – resulting from the December 2014 RFP. If the Notice of Offering is approved by the RDC later in the meeting it will be published over two consecutive Sundays in *The Herald-Times* and immediately posted (next business day) on the City's website. As proposed, the RDC would open the proposals/bids publicly at an upcoming meeting, review the bids and select a bidder for negotiations.

A proposal comparison matrix for the December 2014 RFP was distributed to the commission. The RFP for the downtown redevelopment in the CTP was open for two months, published on October 8, 2014 with proposals due December 10, 2014. There were six (6) submissions received at the December 2014 due date. Danise Alano-Martin briefly described each proposal:

Downtown Bloomington Recycling Center's response to the RFP did not propose a land purchase or lease terms, or provide a project scope or budget, or propose any specific agreement terms. Their proposal suggested collaboration with any entity awarded property in the CTP to include the recycling center. Alano-Martin said the Recycling Center provides valued services to downtown residents and businesses.

Growing Opportunities is an initiative of the nonprofit South Central Community Action Program. Their submission did not specify land purchase terms, project scope, or cost. Growing Opportunities builds greenhouses which provides job/life skills training. There is a 200-hour curriculum for low-income and disadvantaged populations; teaching them how to grow healthy produce in hydroponic greenhouses. They propose the CTP as a location for one of the greenhouses and would require a development partner. A partner was not specified in their response to the RFP.

Kinser Flats is a project proposed by local nonprofit LIFE Designs, along with Milestone Ventures. They proposed purchasing property at \$150,000 per acre. A specific parcel was not specified. The total project cost would be up to \$4.4 million. The proposal includes 40 micro-apartments consisting of one 3-story building. No retail, office, or green space proposed with the proposal. They would 21 parking spaces onsite however, 40 spaces is desired, onsite or offsite. Property tax is estimated at \$28,000 per year. They would seek \$200,000 in HOME funds through the HAND department for the affordable housing project. The project proposed to create two jobs and 46 construction-related jobs (temporary) during development.

Cutshall/Krothe responded to the RFP with a proposal for the Service Garage building only. The Cutshall/Krothe proposal presented today earlier in relationship to the Showers Administration and associated parcels bids is a refined version of this earlier proposal submitted in response to the December 2014 RFP.

Milhaus Development proposed to purchase the property west of City Hall and South of the new 10<sup>th</sup> Street for \$900,000. The total investment for Phase I was proposed at \$17.2 million. The proposal included 129 residential units with 114,000 square feet. Retail, office, and public green space were not proposed. They proposed internal and surface parking however, additional off-site parking would be needed. Milhaus' proposal focused only on property purchase for its Phase I (market-rate residential development). They proposed willingness to partner with other developers and the City for future phases of development; so, this (Phase I) is a housing-only proposal. Their proposal would generate an estimated \$1 million in taxes based upon development costs. This is a developer with a lot of experience, including a local project recently approved at the corner of East Kirkwood and the B-Line (Cornerstone Information Systems headquarters plus residential development).

Flaherty & Collins' proposal included an equity partner which is now named Rough Cut Ventures. They proposed to acquire the property, however, at the time of December 2014 proposal the land purchase terms were to be determined. Danise Alano-Martin explained their original offer. The total project cost for Phase I was proposed at \$41 million with an estimated completion time of 12-18 months. The proposal included 6 townhomes; 232 residential multifamily units; 8,700 square feet of retail space; 16,500 square feet of office space as new headquarters for Envisage Technologies; renovation of the Dimension Mill and Kiln Buildings for additional tech office space with Rough Cut Ventures and local tech firms; 319 above-ground parking spaces wrapped by apartments. Their proposal included partial construction of what they called in their proposal "Tech-Rec Park" (greenspace). They proposed that City would retain ownership of the greenspace. Annual property tax would be estimated at \$1.14 million and local incomes tax is \$500,000 annually. They proposed to receive \$9.8 million in City funding for the project to support the historic renovation, infrastructure, and utility cost (in addition to any land terms). They are qualified developers with significant experience in Indiana and elsewhere.

Sue Sgambelluri asked how long Envisage (or other tech businesses) will stay in the tech park. Danise Alano-Martin stated this would be the headquarters for Envisage; a floor specifically designed for them which would provide incentive for them to stay. Flaherty & Collins intends to support growth space for Envisage. Alano-Martin said as long as the space fits the needs of the tech businesses, she feels they would continue to grow in the tech park. John West asked how many square feet it will encompass. Danise Alano-Martin stated the original proposal was for 16,500 square feet of office space for Envisage. However, current estimates are now between 17,000 - 20,000 square feet of this office space. The new construction proposal includes a total of 20,000-25,000 square feet of office space and 2,000-5,000 square feet of retail space, in addition to the tech and startup space in the Dimension Mill and Kiln Buildings. The Kiln would include office/retail space. John West stated in Section 4 of the proposed Term Sheet attached to the Letter of Intent, it talks about the minimum tax and the potential of an appeal process. He asked if the \$500,000 annual tax will be received if they win an appeal during the first 10-years. Thomas Cameron stated they will not pay less than \$500,000 during the 10-year period after completion of the project. John West stated the paragraph does not reflect the fact that at no time the tax will be less than \$500,000 during the 10-year period. Thomas Cameron explained this the Letter of Intent is non-binding, is not the final contract, and the actual purchase agreement will have more specific detail.

Danise Alano-Martin reported continued utility and property coordination on the 10<sup>th</sup> Street realignment project. The next progress meeting with the entire team is set for October 14<sup>th</sup> at 9:30 a.m. in the McCloskey Room. We hope to have construction documents by the end of the year. John West asked how long it will take to construct. Danise Alano-Martin estimated a 12-15 month construction schedule after ground breaking.

#### **IV. NEW BUSINESS –**

**A. RESOLUTION 15-67:** Approval of Offering Sheet for Redevelopment Commission Properties Located within the Trades District. This is the Notice of Offering for the 5.96 acres in the Certified Tech Park. This is the official statutory step required in order to transfer the properties and in order to reach a project agreement. There is a Letter of Intent between the City and Flaherty & Collins (one of the respondents to the December 2014 RFP) for the property; however, this Notice of Offering solicitation provides yet another opportunity for competitive bids to come forward. The Notice will be published in *The Herald-Times* on two consecutive Sundays and posted on the City's website (Bloomington.in.gov/rfp and Bloomington.in.gov/ctp). The next step would be to open/review bids in a public meeting. The asking price in the Notice of Offering is required by statute to be the average of the two independent appraisals. John West asked to if the commission could see the results of the two appraisals. Danise Alano-Martin stated they are the property of the commission and available for review in ESD. She stated one appraisal totaled \$3.66 million for the 5.96 acres and the other totaled \$2.35 million, giving the average of two appraisals as \$3,005,000 (the price in the Notice of Offering). John West stated the October 5, 2015 deadline for the Notice of Offering doesn't give an ample opportunity for developers to respond. John West recommended to extend the Notice of Offering deadline to October 20, 2015 and staff supported the recommendation. Katie Birge made a motion to approve Resolution 15-67 with an amended deadline of October 20, 2015. Elizabeth Kehoe seconded the motion. The board unanimously approved.

**B. RESOLUTION 15-69:** Approval to Amend Resolution 15-45. Lisa Abbott stated a termination date for Resolution 15-45 was inadvertently omitted. Resolution 15-69 will amend Resolution 15-45 to include an expiration date of December 31, 2015. John West made a motion to approve Resolution 15-69. Sue Sgambelluri seconded the motion. The board unanimously approved.

**C. RESOLUTION 15-70:** Approval to Close Resolution 15-47. Resolution 15-47 was an offer to purchase 1724 South Walnut Street for \$427,500. The offer was rejected therefore, this resolution needs to be closed. John West made a motion to accept Resolution 15-70. Katie Birge seconded the motion. The board unanimously approved.

#### **VII. BUSINESS/GENERAL DISCUSSION**

#### **VIII. ADJOURNMENT**

The meeting adjourned at 6:10 p.m.



**MARK KRUZAN**  
**MAYOR**

CITY OF BLOOMINGTON

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**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CONTROLLER'S OFFICE

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## Claims Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Claims Register

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City staff, Department Heads and I have reviewed the Claims listed in the Claims Register covering the time period from 9-15-15 to 9-25-15. In signing below, I am expressing my opinion that based on that review; these claims have complied with the City's internal claims approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

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Jeffrey H. Underwood, CPA  
Controller

In consultation with Lisa Abbott, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 9-15-15 to 9-25-15 with respect to claims to be paid from Tax Increment. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment.

*Thomas D. Cameron*

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Thomas D. Cameron  
Assistant City Attorney



# Board of Redevelopment Claim Register

Invoice Date Range 09/15/15 - 09/25/15

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
15 - Big Brothers Big Sisters Of Monroe County Inc	Beauregard	15-JHSSF-payroll for specialist E. Beauregard	Paid by EFT # 9073		09/15/2015	09/15/2015	09/25/2015		09/25/2015	938.15
50739 - Bloomington Cooking School	9315	15-Citizens Academy - 30 sacks meals at	Paid by EFT # 9077		09/15/2015	09/15/2015	09/25/2015		09/25/2015	270.00
2002 - Boys & Girls Club Of Bloomington, INC	12838	15-JHSSF-Inv. Building Associates	Paid by EFT # 9081		09/15/2015	09/15/2015	09/25/2015		09/25/2015	25,000.00
421 - Centerstone Of Indiana, INC	July 2015	15-JHSSF BPD Outreach- July 2015	Paid by EFT # 9088		09/15/2015	09/15/2015	09/25/2015		09/25/2015	1,486.00
686 - Habitat For Humanity of Monroe County, INC	MoCoEquipment	15-JHSSF for Habitat for Humanity-Mo Co Equip-	Paid by EFT # 9124		09/15/2015	09/15/2015	09/25/2015		09/25/2015	779.00
1021 - My Sister's Closet Of Monroe County, INC	21333	15-JHSSF-Payroll June 2015	Paid by EFT # 9171		09/15/2015	09/15/2015	09/25/2015		09/25/2015	2,100.00
1021 - My Sister's Closet Of Monroe County, INC	21353	15-JHSSF-payroll July 2015	Paid by EFT # 9171		09/15/2015	09/15/2015	09/25/2015		09/25/2015	2,100.00
1021 - My Sister's Closet Of Monroe County, INC	21367	15-JHSSF-payroll August 2015	Paid by EFT # 9171		09/15/2015	09/15/2015	09/25/2015		09/25/2015	2,100.00
1618 - Shalom Community Center INC	August 2015 Exp	15-JHSSF for BPD Outreach-Aug. 2015	Paid by EFT # 9195		09/15/2015	09/15/2015	09/25/2015		09/25/2015	2,852.20
								Account 53960 - Grants Totals	Invoice Transactions 9	<u>\$37,625.35</u>
								Program 150500 - Housing Totals	Invoice Transactions 9	<u>\$37,625.35</u>
Program 151000 - Neighborhood										
Account 53960 - Grants										
25 - Baugh Enterprises, INC	65711	15-Broadview Small & Simple Grant-newsletter	Paid by EFT # 9070		09/15/2015	09/15/2015	09/25/2015		09/25/2015	362.23
504 - Bloomington Housing Authority	BacktoSchool15	15-BHA Resident Council and Small and Simple	Paid by Check # 61432		09/15/2015	09/15/2015	09/25/2015		09/25/2015	2,000.00
								Account 53960 - Grants Totals	Invoice Transactions 2	<u>\$2,362.23</u>
								Program 151000 - Neighborhood Totals	Invoice Transactions 2	<u>\$2,362.23</u>
Program 151600 - Title 16										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	3275524166	15-Title 16-dri mark counterfeit money det	Paid by EFT # 9202		09/15/2015	09/15/2015	09/25/2015		09/25/2015	26.60
5103 - Staples Contract & Commercial, INC	3275524167	15-Title 16-paper astobrights	Paid by EFT # 9202		09/15/2015	09/15/2015	09/25/2015		09/25/2015	16.52
								Account 52110 - Office Supplies Totals	Invoice Transactions 2	<u>\$43.12</u>
Account 53320 - Advertising										
323 - Hoosier Times, INC	1760703-General	15-Title 16 Advertising	Paid by EFT # 9132		09/15/2015	09/15/2015	09/25/2015		09/25/2015	37.76
203 - Indiana University	15HousingFair	15-Title 16 Advertising- 2015 Fall IDS Housing	Paid by Check # 61465		09/15/2015	09/15/2015	09/25/2015		09/25/2015	575.00
								Account 53320 - Advertising Totals	Invoice Transactions 2	<u>\$612.76</u>
								Program 151600 - Title 16 Totals	Invoice Transactions 4	<u>\$655.88</u>
Program 152000 - Historic Preservation										
Account 52110 - Office Supplies										

5103 - Staples Contract & Commercial, INC	3275524168	15-HC-\$15.69-colored paper-HPC-\$13.61-	Paid by EFT # 9202	09/15/2015	09/15/2015	09/25/2015	09/25/2015	13.61
				Account 52110 - Office Supplies Totals		Invoice Transactions 1		13.61
Account 53910 - Dues and Subscriptions								
4755 - National Trust For Historic Preservation	R9P1B5	15-HPC-Membership Dues-B. Ementhsr	Paid by Check # 61477	09/15/2015	09/15/2015	09/25/2015	09/25/2015	250.00
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		250.00
Account 53990 - Other Services and Charges								
4983 - Varidesk, LLC	1-N-9689	15-HPC other charges - stand-up desk-B.	Paid by EFT # 9220	09/15/2015	09/15/2015	09/25/2015	09/25/2015	400.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		400.00
				Program 152000 - Historic Preservation Totals		Invoice Transactions 3		663.51
				Department 15 - HAND Totals		Invoice Transactions 18		41,307.07
				Fund 101 - General Fund Totals		Invoice Transactions 18		41,307.07
Fund 250 - CDBG								
Department 15 - HAND								
Program 150000 - Main								
Account 53320 - Advertising								
323 - Hoosier Times, INC	1760703-CDBG	15-CDBG Advertising	Paid by EFT # 80	09/15/2015	09/15/2015	09/25/2015	09/25/2015	14.62
				Account 53320 - Advertising Totals		Invoice Transactions 1		14.62
Account 53990 - Other Services and Charges								
47 - Community Kitchen Of Monroe County, INC	AUG 2015 Meals	15-CDBG Funding Agreement-August 2015	Paid by EFT # 78	09/15/2015	09/15/2015	09/25/2015	09/25/2015	1,804.55
174 - Hoosier Hills Food Bank INC	8/1-8/31/15	15-CDBG Hoosier Hills Food Bank funding	Paid by EFT # 79	09/15/2015	09/15/2015	09/25/2015	09/25/2015	6,103.45
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		7,908.00
				Program 150000 - Main Totals		Invoice Transactions 3		7,922.62
				Department 15 - HAND Totals		Invoice Transactions 3		7,922.62
				Fund 250 - CDBG Totals		Invoice Transactions 3		7,922.62
Fund 254 - HOME								
Department 15 - HAND								
Program 150000 - Main								
Account 53990 - Other Services and Charges								
4483 - City Lawn Corporation	10338	15-HOME-Evergreen Maint-Lots 1&2-mowing	Paid by Check # 5419	09/15/2015	09/15/2015	09/25/2015	09/25/2015	60.00
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 1		60.00
				Program 150000 - Main Totals		Invoice Transactions 1		60.00
				Department 15 - HAND Totals		Invoice Transactions 1		60.00
				Fund 254 - HOME Totals		Invoice Transactions 1		60.00
Fund 256 - Special Grants								
Department 15 - HAND								
Program 150002 - Housing Counseling								
Account 53990 - Other Services and Charges								
4098 - Equifax Information Services, LLC	9315875	15-Housing Counseling Credit Services	Paid by EFT # 9106	09/15/2015	09/15/2015	09/25/2015	09/25/2015	19.00
5103 - Staples Contract & Commercial, INC	3275524168	15-HC-\$15.69-colored paper-HPC-\$13.61-	Paid by EFT # 9202	09/15/2015	09/15/2015	09/25/2015	09/25/2015	15.69
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 2		34.69
				Program 150002 - Housing Counseling Totals		Invoice Transactions 2		34.69
				Department 15 - HAND Totals		Invoice Transactions 2		34.69
				Fund 256 - Special Grants Totals		Invoice Transactions 2		34.69
Fund 439 - Consolidated TIF								
Department 15 - HAND								
Program 159004 - Thomson-Walnut-Winslow Area								

Account 53990 - Other Services and Charges  
4050 - Todd V Taylor 10

15-Twin Lakes & Welmer Proj-Parcel 8	Paid by Check # 61491	09/15/2015	09/15/2015	09/25/2015	09/25/2015	1,302.00	
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1	\$1,302.00
Program 159004 - Thomson-Walnut-Winslow Area Totals						Invoice Transactions 1	\$1,302.00
Department 15 - HAND Totals						Invoice Transactions 1	\$1,302.00
Fund 439 - Consolidated TIF Totals						Invoice Transactions 1	\$1,302.00

Fund 444 - RDC  
Department 15 - HAND  
Program 150000 - Main  
Account 53990 - Other Services and Charges

912 - Central Security Systems, INC	372345	15-CTP Maint-601 N Morton-com mon w/test	Paid by Check # 61436	09/15/2015	09/15/2015	09/25/2015	09/25/2015	105.00
4483 - City Lawn Corporation	10337	15-CTP Maint-601 N Morton-mowing 8/13/15	Paid by Check # 61439	09/15/2015	09/15/2015	09/25/2015	09/25/2015	25.00
4483 - City Lawn Corporation	10336	15-CTP Maint-600 BL N. Rogers-mowing 8/13 & 15-CTP Maint-W. 11th/Rogers-mowing	Paid by Check # 61439	09/15/2015	09/15/2015	09/25/2015	09/25/2015	200.00
4483 - City Lawn Corporation	10341		Paid by Check # 61439	09/15/2015	09/15/2015	09/25/2015	09/25/2015	100.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 4	\$430.00	
Program 150000 - Main Totals						Invoice Transactions 4	\$430.00	
Department 15 - HAND Totals						Invoice Transactions 4	\$430.00	
Fund 444 - RDC Totals						Invoice Transactions 4	\$430.00	

Fund 975 - Surplus CTP Bond  
Department 15 - HAND  
Program 150000 - Main  
Account 53990 - Other Services and Charges

481 - First Appraisal Group, INC	08-15-107	15-Middle Parcel Appraisals-CTP Area (W. 15-Middle Parcel Appraisals-Res 15-62	Paid by Check # 61453	09/15/2015	09/15/2015	09/25/2015	09/25/2015	1,450.00
317 - Gilbert S Mordoh & Co., INC	File #34743		Paid by EFT # 9115	09/15/2015	09/15/2015	09/25/2015	09/25/2015	1,250.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 2	\$2,700.00	
Program 150000 - Main Totals						Invoice Transactions 2	\$2,700.00	
Department 15 - HAND Totals						Invoice Transactions 2	\$2,700.00	
Fund 975 - Surplus CTP Bond Totals						Invoice Transactions 2	\$2,700.00	

Fund 976 - Consolidated TIF Bond Proceeds  
Department 15 - HAND  
Program 159000 - Admin  
Account 53990 - Other Services and Charges

3515 - Bingham Greenebaum Doll LLP	4333987	15-Consolidated TIF Bond professional	Paid by Check # 61430	09/15/2015	09/15/2015	09/25/2015	09/25/2015	9,317.50
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1	\$9,317.50	
Program 159000 - Admin Totals						Invoice Transactions 1	\$9,317.50	
Department 15 - HAND Totals						Invoice Transactions 1	\$9,317.50	
Fund 976 - Consolidated TIF Bond Proceeds Totals						Invoice Transactions 1	\$9,317.50	
Grand Totals						Invoice Transactions 32	\$63,073.88	

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/25/2015	Claims				63,073.88
9/9/2015	Sp Utility Cks				318.03
					<del>63,391.91</del>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$63,091.91

Dated this 22 day of Sept. year of 2015.

Katherine M. Birge

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/25/2015	Claims				63,073.88
9/9/2015	Sp Utility Cks				318.03
					<b>63,391.91</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of [REDACTED]

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF SPECIAL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/25/2015	Claims				63,073.88
9/9/2015	Sp Utility Cks				318.03
					<b>63,391.91</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the forgoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of [REDACTED]

Dated this 22<sup>nd</sup> day of Sept, year of 2015.

[Signature] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN**  
**MAYOR**

CITY OF BLOOMINGTON

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

To: Redevelopment Commission  
From: Jeffrey Underwood, Treasurer  
Date:  
Re: Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 6-30-15 to 9-13-15. In signing below, I am expressing my opinion that based on that review, the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

---

Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/18/15 - 09/18/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Abbott, Lisa P 0782	09/18/2015	3,199.39		.00	407.11	188.98	44.20	97.29	32.28	412.27	2,017.26
			.00	.00	2,948.06	3,048.06	3,048.06	2,948.06	2,948.06		
		\$3,199.39	\$0.00	\$0.00	\$407.11	\$188.98	\$44.20	\$97.29	\$32.28	\$412.27	\$2,017.26
10000 Arnold, Michael L 0051	09/18/2015	1,698.91		.00	190.74	101.19	23.67	52.59	17.45	91.61	1,221.66
			.00	.00	1,632.16	1,632.16	1,632.16	1,632.16	1,632.16		
		\$1,698.91	\$0.00	\$0.00	\$190.74	\$101.19	\$23.67	\$52.59	\$17.45	\$91.61	\$1,221.66
10000 Boder, Daniel R 2594	09/18/2015	1,254.28		.00	120.81	72.29	16.90	37.21	12.35	106.51	888.21
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28	\$0.00	\$0.00	\$120.81	\$72.29	\$16.90	\$37.21	\$12.35	\$106.51	\$888.21
1129 Edge, Justin M	09/18/2015	240.00		.00	.00	14.88	3.48	6.65	2.21	.00	212.78
			.00	.00	240.00	240.00	240.00	240.00	240.00		
		\$240.00	\$0.00	\$0.00	\$0.00	\$14.88	\$3.48	\$6.65	\$2.21	\$0.00	\$212.78
1109 Emenhiser, Bethany M	09/18/2015	1,730.77		.00	235.54	104.02	24.32	55.36	18.37	53.05	1,240.11
			.00	.00	1,677.72	1,677.72	1,677.72	1,677.72	1,677.72		
		\$1,730.77	\$0.00	\$0.00	\$235.54	\$104.02	\$24.32	\$55.36	\$18.37	\$53.05	\$1,240.11
10000 Finley, Christina L 0187	09/18/2015	1,443.87		.00	142.62	72.39	16.93	36.93	12.68	300.45	861.87
			.00	.00	1,157.55	1,167.55	1,167.55	1,157.55	1,157.55		
		\$1,443.87	\$0.00	\$0.00	\$142.62	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.87
307 Franklin, C. Jacob	09/18/2015	1,082.02		.00	123.48	63.86	14.94	33.99	11.28	55.79	778.68
			.00	.00	1,029.96	1,029.96	1,029.96	1,029.96	1,029.96		
		\$1,082.02	\$0.00	\$0.00	\$123.48	\$63.86	\$14.94	\$33.99	\$11.28	\$55.79	\$778.68
			\$0.00	\$0.00	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96	\$1,029.96		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/18/15 - 09/18/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	ETC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Hewett, John H 0251	09/18/2015	1,812.17		.00	204.88	99.52	23.28	51.32	17.03	323.53	1,092.61
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17	\$0.00	\$0.00	\$204.88	\$99.52	\$23.28	\$51.32	\$17.03	\$323.53	\$1,092.61
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 McCormick, Marla 3616	09/18/2015	1,404.78		.00	30.79	77.75	18.18	41.38	13.73	166.57	1,056.38
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78	\$0.00	\$0.00	\$30.79	\$77.75	\$18.18	\$41.38	\$13.73	\$166.57	\$1,056.38
			\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	09/18/2015	1,418.83		.00	173.86	84.68	19.81	45.07	14.96	75.29	1,005.16
			.00	.00	1,365.78	1,365.78	1,365.78	1,365.78	1,365.78		
		\$1,418.83	\$0.00	\$0.00	\$173.86	\$84.68	\$19.81	\$45.07	\$14.96	\$75.29	\$1,005.16
			\$0.00	\$0.00	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78	\$1,365.78		
689 Niederman, Daniel L	09/18/2015	1,726.15		.00	128.12	91.23	21.33	45.64	15.14	310.64	1,114.05
			.00	.00	1,421.47	1,471.47	1,471.47	1,421.47	1,421.47		
		\$1,726.15	\$0.00	\$0.00	\$128.12	\$91.23	\$21.33	\$45.64	\$15.14	\$310.64	\$1,114.05
			\$0.00	\$0.00	\$1,421.47	\$1,471.47	\$1,471.47	\$1,421.47	\$1,421.47		
10000 Provine, Vickie J 0394	09/18/2015	1,957.04		.00	279.70	114.97	26.89	61.19	20.31	119.41	1,334.57
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04	\$0.00	\$0.00	\$279.70	\$114.97	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.57
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	09/18/2015	1,458.35		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.14
			.00	.00	1,345.33	1,370.33	1,370.33	1,345.33	1,345.33		
		\$1,458.35	\$0.00	\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.14
			\$0.00	\$0.00	\$1,345.33	\$1,370.33	\$1,370.33	\$1,345.33	\$1,345.33		
504 Swinney, Matthew P	09/18/2015	1,353.46		.00	126.56	84.21	19.69	43.55	14.45	8.60	1,056.40
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46	\$0.00	\$0.00	\$126.56	\$84.21	\$19.69	\$43.55	\$14.45	\$8.60	\$1,056.40
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 09/18/15 - 09/18/15

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
10000 Wills, Dee A 3418	09/18/2015	1,384.01		.00	169.07	83.32	19.49	44.02	14.61	68.97	984.53
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01		\$0.00	\$169.07	\$83.32	\$19.49	\$44.02	\$14.61	\$68.97	\$984.53
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	09/18/2015	1,879.78		.00	112.53	88.26	20.65	27.18	9.02	1,109.93	512.21
			.00	.00	823.58	1,423.58	1,423.58	823.58	823.58		
		\$1,879.78		\$0.00	\$112.53	\$88.26	\$20.65	\$27.18	\$9.02	\$1,109.93	\$512.21
			\$0.00	\$0.00	\$823.58	\$1,423.58	\$1,423.58	\$823.58	\$823.58		
728 Wright, Edward E	09/18/2015	1,060.77		.00	106.36	56.78	13.28	35.22	.00	155.90	693.23
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.28	\$35.22	\$0.00	\$155.90	\$693.23
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
<b>Department HAND - Housing &amp;</b>		<b>\$26,104.58</b>		<b>\$0.00</b>	<b>\$2,722.96</b>	<b>\$1,483.29</b>	<b>\$346.91</b>	<b>\$758.99</b>	<b>\$240.60</b>	<b>\$3,537.98</b>	<b>\$17,013.85</b>
<b>Grand Totals</b>		<b>\$26,104.58</b>		<b>\$0.00</b>	<b>\$2,722.96</b>	<b>\$1,483.29</b>	<b>\$346.91</b>	<b>\$758.99</b>	<b>\$240.60</b>	<b>\$3,537.98</b>	<b>\$17,013.85</b>
			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$23,078.89</b>	<b>\$23,923.89</b>	<b>\$23,923.89</b>	<b>\$23,078.89</b>	<b>\$23,078.89</b>		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
9/18/2015	Payroll				26,104.58
					<u>26,104.58</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 26,104.58

Dated this 1st day of Oct year of 2015.

Sue Spambellini \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_



**MARK KRUZAN**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JEFFREY H. UNDERWOOD, CPA**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## Payroll Register Cover Letter

**To:** Redevelopment Commission  
**From:** Jeffrey Underwood, Treasurer  
**Date:**  
**Re:** Payroll Register

---

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 9-14-15 to 9-27-15. In signing below, I am expressing my opinion that based on that review, the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

*Jeffrey H. Underwood*

---

Jeffrey H. Underwood, CPA  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/02/15 - 10/02/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
<b>Department HAND - Housing &amp; Neighborhood Dev</b>											
10000 Abbott, Lisa P 0782	10/02/2015	3,199.39		.00	407.11	188.98	44.19	97.29	32.28	412.27	2,017.27
			.00	.00	2,948.06	3,048.06	3,048.06	2,948.06	2,948.06		
		\$3,199.39		\$0.00	\$407.11	\$188.98	\$44.19	\$97.29	\$32.28	\$412.27	\$2,017.27
			\$0.00	\$0.00	\$2,948.06	\$3,048.06	\$3,048.06	\$2,948.06	\$2,948.06		
10000 Arnold, Michael L 0051	10/02/2015	1,698.92		.00	190.74	101.20	23.66	52.59	17.45	91.61	1,221.67
			.00	.00	1,632.17	1,632.17	1,632.17	1,632.17	1,632.17		
		\$1,698.92		\$0.00	\$190.74	\$101.20	\$23.66	\$52.59	\$17.45	\$91.61	\$1,221.67
			\$0.00	\$0.00	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17	\$1,632.17		
1143 Beaman, Kathryn Rose	10/02/2015	2,372.69		.00	108.25	137.15	32.07	70.46	23.38	163.24	1,838.14
			.00	.00	2,212.05	2,212.05	2,212.05	2,212.05	2,212.05		
		\$2,372.69		\$0.00	\$108.25	\$137.15	\$32.07	\$70.46	\$23.38	\$163.24	\$1,838.14
			\$0.00	\$0.00	\$2,212.05	\$2,212.05	\$2,212.05	\$2,212.05	\$2,212.05		
10000 Bixler, Daniel R 2594	10/02/2015	1,254.28		.00	120.81	72.29	16.91	37.21	12.35	106.51	888.20
			.00	.00	1,165.99	1,165.99	1,165.99	1,165.99	1,165.99		
		\$1,254.28		\$0.00	\$120.81	\$72.29	\$16.91	\$37.21	\$12.35	\$106.51	\$888.20
			\$0.00	\$0.00	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99	\$1,165.99		
1129 Edge, Justin M	10/02/2015	186.00		.00	.00	11.53	2.70	4.87	1.62	.00	165.28
			.00	.00	186.00	186.00	186.00	186.00	186.00		
		\$186.00		\$0.00	\$0.00	\$11.53	\$2.70	\$4.87	\$1.62	\$0.00	\$165.28
			\$0.00	\$0.00	\$186.00	\$186.00	\$186.00	\$186.00	\$186.00		
1109 Emenhiser, Bethany M	10/02/2015	1,730.77		.00	235.54	104.02	24.33	55.36	18.37	53.05	1,240.10
			.00	.00	1,677.72	1,677.72	1,677.72	1,677.72	1,677.72		
		\$1,730.77		\$0.00	\$235.54	\$104.02	\$24.33	\$55.36	\$18.37	\$53.05	\$1,240.10
			\$0.00	\$0.00	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72	\$1,677.72		
10000 Finley, Christina L 0187	10/02/2015	1,443.88		.00	142.62	72.39	16.93	36.93	12.68	300.45	861.88
			.00	.00	1,157.56	1,167.56	1,167.56	1,157.56	1,157.56		
		\$1,443.88		\$0.00	\$142.62	\$72.39	\$16.93	\$36.93	\$12.68	\$300.45	\$861.88
			\$0.00	\$0.00	\$1,157.56	\$1,167.56	\$1,167.56	\$1,157.56	\$1,157.56		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/02/15 - 10/02/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
307 Franklin, C. Jacob	10/02/2015	1,122.60		.00	129.57	66.37	15.52	35.33	11.72	55.79	808.30
			.00	.00	1,070.54	1,070.54	1,070.54	1,070.54	1,070.54		
		\$1,122.60	\$0.00	\$0.00	\$129.57	\$66.37	\$15.52	\$35.33	\$11.72	\$55.79	\$808.30
			\$0.00	\$0.00	\$1,070.54	\$1,070.54	\$1,070.54	\$1,070.54	\$1,070.54		
10000 Hewett, John H 0251	10/02/2015	1,812.17		.00	204.88	99.51	23.27	51.32	17.03	323.53	1,092.63
			.00	.00	1,555.09	1,605.09	1,605.09	1,555.09	1,555.09		
		\$1,812.17	\$0.00	\$0.00	\$204.88	\$99.51	\$23.27	\$51.32	\$17.03	\$323.53	\$1,092.63
			\$0.00	\$0.00	\$1,555.09	\$1,605.09	\$1,605.09	\$1,555.09	\$1,555.09		
10000 McCormick, Maria 3616	10/02/2015	1,404.78		.00	30.79	77.75	18.19	41.38	13.73	166.57	1,056.37
			.00	.00	1,254.06	1,254.06	1,254.06	1,254.06	1,254.06		
		\$1,404.78	\$0.00	\$0.00	\$30.79	\$77.75	\$18.19	\$41.38	\$13.73	\$166.57	\$1,056.37
			\$0.00	\$0.00	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06	\$1,254.06		
10000 Mosier, Norman P 2962	10/02/2015	1,418.84		.00	173.86	84.68	19.80	45.07	14.96	75.29	1,005.18
			.00	.00	1,365.79	1,365.79	1,365.79	1,365.79	1,365.79		
		\$1,418.84	\$0.00	\$0.00	\$173.86	\$84.68	\$19.80	\$45.07	\$14.96	\$75.29	\$1,005.18
			\$0.00	\$0.00	\$1,365.79	\$1,365.79	\$1,365.79	\$1,365.79	\$1,365.79		
689 Niederman, Daniel L	10/02/2015	1,726.15		.00	128.12	91.24	21.34	45.64	15.14	310.64	1,114.03
			.00	.00	1,421.47	1,471.47	1,471.47	1,421.47	1,421.47		
		\$1,726.15	\$0.00	\$0.00	\$128.12	\$91.24	\$21.34	\$45.64	\$15.14	\$310.64	\$1,114.03
			\$0.00	\$0.00	\$1,421.47	\$1,471.47	\$1,471.47	\$1,421.47	\$1,421.47		
10000 Provine, Vickie J 0394	10/02/2015	1,957.04		.00	279.70	114.98	26.89	61.19	20.31	119.41	1,334.56
			.00	.00	1,854.38	1,854.38	1,854.38	1,854.38	1,854.38		
		\$1,957.04	\$0.00	\$0.00	\$279.70	\$114.98	\$26.89	\$61.19	\$20.31	\$119.41	\$1,334.56
			\$0.00	\$0.00	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38	\$1,854.38		
10000 Stong, Mary J 0471	10/02/2015	1,458.34		.00	170.79	84.96	19.87	44.40	14.73	179.46	944.13
			.00	.00	1,345.32	1,370.32	1,370.32	1,345.32	1,345.32		
		\$1,458.34	\$0.00	\$0.00	\$170.79	\$84.96	\$19.87	\$44.40	\$14.73	\$179.46	\$944.13
			\$0.00	\$0.00	\$1,345.32	\$1,370.32	\$1,370.32	\$1,345.32	\$1,345.32		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 10/02/15 - 10/02/15  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
504 Swinney, Matthew P	10/02/2015	1,353.46		.00	126.56	84.20	19.70	43.55	14.45	8.60	1,056.40
			.00	.00	1,358.13	1,358.13	1,358.13	1,358.13	1,358.13		
		\$1,353.46		\$0.00	\$126.56	\$84.20	\$19.70	\$43.55	\$14.45	\$8.60	\$1,056.40
			\$0.00	\$0.00	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13	\$1,358.13		
10000 Wills, Dee A 3418	10/02/2015	1,384.01		.00	169.07	83.32	19.48	44.02	14.61	68.97	984.54
			.00	.00	1,333.84	1,343.84	1,343.84	1,333.84	1,333.84		
		\$1,384.01		\$0.00	\$169.07	\$83.32	\$19.48	\$44.02	\$14.61	\$68.97	\$984.54
			\$0.00	\$0.00	\$1,333.84	\$1,343.84	\$1,343.84	\$1,333.84	\$1,333.84		
10000 Woolford, Robert T 0531	10/02/2015	1,879.77		.00	112.53	88.27	20.64	27.18	9.02	1,109.93	512.20
			.00	.00	823.57	1,423.57	1,423.57	823.57	823.57		
		\$1,879.77		\$0.00	\$112.53	\$88.27	\$20.64	\$27.18	\$9.02	\$1,109.93	\$512.20
			\$0.00	\$0.00	\$823.57	\$1,423.57	\$1,423.57	\$823.57	\$823.57		
728 Wright, Edward E	10/02/2015	1,060.77		.00	106.36	56.78	13.28	35.22	.00	155.90	693.23
			.00	.00	915.79	915.79	915.79	915.79	915.79		
		\$1,060.77		\$0.00	\$106.36	\$56.78	\$13.28	\$35.22	\$0.00	\$155.90	\$693.23
			\$0.00	\$0.00	\$915.79	\$915.79	\$915.79	\$915.79	\$915.79		
Department <b>HAND - Housing &amp;</b>		\$28,463.86		\$0.00	\$2,837.30	\$1,619.62	\$378.77	\$829.01	\$263.83	\$3,701.22	\$18,834.11
			\$0.00	\$0.00	\$25,277.53	\$26,122.53	\$26,122.53	\$25,277.53	\$25,277.53		
Grand Totals		\$28,463.86		\$0.00	\$2,837.30	\$1,619.62	\$378.77	\$829.01	\$263.83	\$3,701.22	\$18,834.11
			\$0.00	\$0.00	\$25,277.53	\$26,122.53	\$26,122.53	\$25,277.53	\$25,277.53		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<u>Date:</u>	<u>Type of Claim</u>	<u>FUND</u>	<u>Description</u>	<u>Bank Transfer</u>	<u>Amount</u>
10/2/2015	Payroll				28,463.86
					<u>28,463.86</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,463.86

Dated this 1st day of Oct year of 2015.

Sue Spambel \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/2/2015	Payroll				28,463.86
					<u>28,463.86</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,463.86

Dated this 1 day of October year of 2015.

Katherine R. Bay \_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

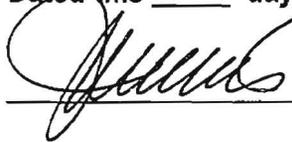
**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
10/2/2015	Payroll				28,463.86
					<b>28,463.86</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 28,463.86**

Dated this 1<sup>st</sup> day of Oct year of 20 15.

  
 \_\_\_\_\_  
 \_\_\_\_\_

Fiscal Office \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/2/2015	Payroll				28,463.86
					<u>28,463.86</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 28,463.86 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 28,463.86

Dated this 1 day of Oct year of 2015.

[Signature] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office \_\_\_\_\_

# Memo

**To:** Redevelopment Commission

**From:** Lisa Abbott, Director

**Date:** September 30, 2015

---

We have kicked off the Community Development Block Grant allocation process for fiscal year 2016. The Letters of Intent are due to HAND on October 9<sup>th</sup>. There will be an organizational meeting for Citizens Advisory Council members on November 16<sup>th</sup> at 5:30 p.m. in the McCloskey Room. Applications are due on December 4<sup>th</sup>.

HAND will be hosting the Neighborhood Heart & Soul: Exploring our Sense of Place workshop on October 24<sup>th</sup> at 9 a.m. in the Council Chambers. This free workshop is for neighborhood residents who want to explore the treasures that drew residents to their neighborhoods and look into future neighborhood projects that will keep residents there. The workshop will include activities and methods that help residents establish what they want to preserve, value, add and develop to help shape each resident's own neighborhood.

HAND will be hosting a landlord symposium on October 26<sup>th</sup> at 5:30 p.m. in the Council Chambers to discuss how to work with affordable housing programs such as Section 8, Rapid Rehousing and Continuum of Care.

Thomas and I attended IACT's annual conference in conjunction with the Redevelopment Association of Indiana on Wednesday. We attended a session on Uses of TIF and it was a helpful discussion on how TIF is creatively used in other jurisdictions. We also had a session at the RAI meeting on how to calculate the effects of TIF on other taxing jurisdictions. We attended two sessions on the new rules regarding Annexations.

Upcoming activity:

- CDBG Letters of Intent due October 9<sup>th</sup> by 4 p.m. in HAND
- Neighborhood Heart & Soul Workshop on October 24<sup>th</sup>
- Landlord Symposium on October 26<sup>th</sup>
- Courthouse Square designation to Council on November 10<sup>th</sup> & 18<sup>th</sup>

# TIF Project Status Report

As of 8/26/15

## *Consolidated TIF (439)*

Resolution #	Area	Project Name
10-11	Adams	Twin Lakes/Weimer

Bid should be reviewed at your October 20<sup>th</sup> meeting.

Budgeted Amount	Expended	Remaining Balance
\$1,614,548.40	\$1,197,250.06	\$444,218.28

Expiration Date: Upon approval of a new Resolution as outlined by Resolution 15-15 or December 31, 2015.

Resolution #	Area	Project Name
12-31	Thomson	Letter of Map Revision

Submitted to FEMA for final approval. We have been working with FEMA to try to get this approval. This Resolution was amended to extend the deadline to 12/31/15.

Budgeted Amount	Expended	Remaining Balance
\$28,000.00	\$27,342.00	\$658.00

Estimated date of completion: 12/31/15

Resolution #	Area	Project Name
13-30	Thomson	Triple C Purchase

Purchase of 6.79 acres for the Switchyard Park. Master plan calls for this site to be used for green space, parking and main entrance to the park. No new information.

Budgeted Amount	Expended	Remaining Balance
\$1,406,250.00	\$999,473.54	\$406,776.46

Expiration Date: Triple C Corporation's vacation of the property or December 31, 2016.

Resolution #	Area	Project Name
14-42	Downtown	BCT Theater Improvements

This project is on-going.

Budgeted Amount	Expended	Remaining Balance
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\$74,000.00	\$12,186.47	\$61,813.26
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Expiration Date: 12/31/15

Resolution #	Area	Project Name
15-07	Downtown	4 <sup>th</sup> Parking Garage

Claim for payment has been filed and will be paid in next cycle.

Budgeted Amount	Expended	Remaining Balance
\$58,000.00	\$0.00	\$58,000.00

Expiration Date: 01/01/2016

Resolution #	Area	Project Name
15-17	Thomson	Black Lumber Trail Project

Project is under design. Bids should be out in December 2015 with an award in early 2016. Construction to begin spring 2016. Per minutes, the total cost is \$79,800 and \$20,798.40 was expended at the time of amendment on May 4, 2015. The new approved amount is \$59,001.60.

Budgeted Amount	Expended	Remaining Balance
\$59,001.60	\$37,457.20	\$21,544.40

Expiration Date: 12/31/15

***Redevelopment (444)***

Resolution #	Project Name
15-21	CTP Maintenance 2015

On-going CTP maintenance

Budgeted Amount	Expended	Remaining Balance
\$50,000.00	\$4,602.16	\$45,397.84

Expiration Date: 12/31/15

***Kinser-Prow (446)***

There are no open Resolutions for this TIF.

***Downtown Bond (975)***

<b>Resolution #</b>	<b>Project Name</b>
<b>13-36</b>	<b>Alta Survey</b>

This Resolution was reopened under Resolution 15-61 to pay title search costs. Those costs were paid this claims cycle and this Resolution will be reclosed for the next report.

Budgeted Amount	Expended	Remaining Balance
\$9,000.00	\$8,050.00	\$950.00

Expiration Date: 11/1/15

<b>Resolution #</b>	<b>Project Name</b>
<b>13-39</b>	<b>CTP Legal Services</b>

Ice-Miller CTP related legal advice upon Corporation Counsel approval.

Budgeted Amount	Expended	Remaining Balance
\$23,000.00	\$8,766.92	\$14,233.08

Expiration Date: 1/31/16

<b>Resolution #</b>	<b>Project Name</b>
<b>14-10</b>	<b>Appraisals &amp; Disposal Costs for CTP Properties</b>

Appraisal and property sale expenses.

Budgeted Amount	Expended	Remaining Balance
\$50,000.00	<b>\$14,600.00</b>	\$35,400.00

Expiration Date: 1/31/16

<b>Resolution #</b>	<b>Project Name</b>
<b>14-20</b>	<b>CTP Phase I Program Management</b>

Only remaining items are related to district energy.

Budgeted Amount	Expended	Remaining Balance
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\$151,240.00	\$131,755.00	\$19,485.00
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Expiration Date: 1/31/16

Resolution #	Project Name
14-44	Right-of-Way Legal Descriptions

Legal descriptions for the right-of-way vacation. This Resolution was modified on June 1, 2015 under Resolution 15-27 to add an expiration date of 12/31/15 and to amend the not-to-exceed amount to \$750.

Budgeted Amount	Expended	Remaining Balance
\$750.00	\$500.00	\$250.00

Expiration Date: 12/31/15

Resolution #	Project Name
15-06	10 <sup>th</sup> Street & Branding

Progress continues. See CTP Report.

Budgeted Amount	Expended	Remaining Balance
\$334,845.00	\$165,461.64	\$169,383.36

Expiration Date: 12/31/15

Resolution #	Project Name
15-62	Area 3, 4 & 5 (Middle Parcels) Appraisals

Appraisal costs.

Budgeted Amount	Expended	Remaining Balance
\$2,700.00	\$0.00	\$2,700.00

Expiration Date: 11/1/15

Resolution #	Project Name
15-63	10 <sup>th</sup> Street Realignment Parcel Appraisals

Appraisal costs.

Budgeted Amount	Expended	Remaining Balance
\$7,000.00	\$0.00	\$7,000.00

Expiration Date: 12/31/15

**Consolidated Bond (976)**

Resolution #	Area	Project Name
15-41	Thomson	Switchyard Park Design

Contract has been approved and they have the Notice to Proceed. Kick off meeting at the end of the week.

Budgeted Amount	Expended	Remaining Balance
\$2,410,000.00	\$16,063.39	\$2,393,936.61

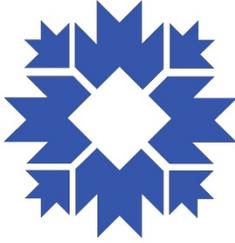
Expiration Date: 05/31/2018

Resolution #	Area	Project Name
15-57	Thomson	Offer to Purchase – 1724 S. Walnut

Accepted offer for the property formerly known as Wee Willies. Closing will be at a mutually agreed upon date.

Budgeted Amount	Expended	Remaining Balance
\$475,000.00	\$0.00	\$475,000.00

Expiration Date: TBD



**CITY OF BLOOMINGTON**  
economic & sustainable development

## MEMORANDUM

**To:** City of Bloomington Redevelopment Commission  
**From:** Danise Alano-Martin, Director  
**Date:** October 1, 2015  
**Re:** The Trades District Redevelopment Update for October 5, 2015 RDC Meeting

---

**Next Steps for Lot 6, Lot 7 and Lot 8 (Service Garage, Parking Lot Parcel, Showers Admin Building).** Staff and CBRE has met with First Capital to discuss terms. We anticipate one Project/Purchase Agreement to cover all three of the lots. First Capital is reviewing their due diligence period needs in order to finalize an agreement/possible closing schedule.

**10<sup>th</sup> Street Realignment/Utility/Branding Project.** On your agenda (Resolution 15-75) is an amendment to the Project Review & Approval Form (approved in February with Resolution 15-60) related to this project to reflect additional services within the design cost. Additional geotechnical services are required to ensure proper pavement structure. City planning and engineering staff have reviewed this need. They concur that without this additional data, the result may be an overbuilt pavement structure (which costs more money than necessary) or possibly an underbuilt structure (which runs the risk of failing if the soils aren't sufficient to support the pavement, and then will cost the City additional funds to repair). The cost is \$6,500 for these services, which we consider to be "Optional Additional Services" under the existing contract, which stipulates that Anderson+Bohlander will not proceed with such optional services without written authorization from the City. Earth Ex will be a subcontractor to Anderson+Bohlander, and the subcontract/quote provided to Anderson+Bohlander is attached to Res. 15-76, which seeks authorization to use 2011 Bond Funds for the additional service. The next progress meeting is Wednesday, 10/14, 9:30 am - 11:30am.

**Notice of Offering for West of Rogers Parcels.** It was recommended at an earlier RDC meeting by Katie Birge that the RFP and Notice of Offering for this project area be issued simultaneously. Therefore, for your review in this meeting's packet are the Offering Packet and Request for Proposals for this area of The Trades District (Resolution 15-74). We hope to use the October 5 meeting for discussion and questions on the RFP and Notice of Offering. We anticipate continuing the discussion in the **October 20 meeting** and hope to have the RDC approve the RFP and the Notice of Offering at that time. If the RFP and the Notice of Offering are approved on October 20, Staff would post the RFP and Notice of Offering on the City's website on October 21, advertise it in *The Herald-Times* over two consecutive Sundays following the approval, with the opening of bids and proposals at the Redevelopment Commission's December 7 meeting.

**Notice of Offering for "Middle Parcels."** Staff has met with executive committee members of the Bloomington Economic Development Corporation, and advocacy committee and other members of the Greater Bloomington Chamber of Commerce to share information about the Flaherty & Collins Letter of Intent and proposal. A frequently-asked-questions webpage is available on the City's website: <http://bit.ly/TradesDistrictProjectOneFAQ> and the responses to the October – December 2014 RFP are also posted: <http://bit.ly/Oct2014RFPResponses>.

**15-74  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF OFFERING SHEET AND REQUEST FOR PROPOSALS FOR  
REDEVELOPMENT COMMISSION PROPERTIES LOCATED WITHIN THE  
TRADES DISTRICT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within The Trades District—the name for the City of Bloomington Certified Technology Park—that is west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail (“the West Rogers Parcels”); and

WHEREAS, on July 13, 2015, the RDC approved Resolution 15-40, approving a Project Review and Approval Form regarding the solicitation of redevelopment proposals for the West Rogers Parcels; and

WHEREAS, Resolution 15-40 noted, “Some of the following Phases may be carried out simultaneously or sequentially, depending upon the project at hand”; and

WHEREAS, Resolution 15-40 identified “Developer(s) Selection(s) (RFP)” as Phase 1 of the Project; and

WHEREAS, pursuant to the approval of Resolution 15-40, Staff has prepared an RFP for the West Rogers Parcels, which is attached to this Resolution as Attachment A; and

WHEREAS, Indiana Code § 36-7-14-22 sets forth the process for the RDC to publically offer property, such as the West Rogers Parcels, for sale; and

WHEREAS, the RDC has previously caused two separate appraisals of the West Rogers Parcels to be created; and

WHEREAS, pursuant to Resolution 15-40, Staff has prepared an Offering Packet—which includes a Notice of Offering, Offering Sheet, and Instructions to Bidders—for the West Rogers Parcels, which is attached to this Resolution as Attachment B; and

WHEREAS, in order to publically offer property for sale in accordance with Indiana Code § 36-7-14-22, the Redevelopment Commission must publish notice in *The Herald Times*; and

WHEREAS, Resolution 15-40 also identified “Legal Advertisement(s)” as Phase 3 of the Project; and

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

1. The sale of the West of Rogers Parcels will aid in the development of The Trades District, which will enhance the development and economic development of the Consolidated TIF.
2. The Request for Proposals, attached to this Resolution as Attachment A, is approved.
3. The Notice of Offering for the West of Rogers Parcels, attached to this Resolution as Attachment B, is approved.
4. The RDC authorizes the City of Bloomington to expend an amount not to exceed \$200 from the CTP Bond Fund (Fund 975-15-150000-53990) for the costs of publishing the Notice of Offering.
5. The RDC authorizes the Bloomington City Controller to directly pay for or reimburse the costs of publishing the Notice of Offering. The Bloomington City Controller may not directly pay for or reimburse expenditures of more than \$200 under this Resolution. This expenditure must still comply with the City and the RDC’s claims process.
6. The funding authorization approved by this Resolution shall terminate December 31, 2015, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

\_\_\_\_\_  
David Walter, President

ATTEST:

\_\_\_\_\_  
Elizabeth Kehoe, Secretary

\_\_\_\_\_  
Date

# Request for Proposals:

Workforce Housing, Affordable Housing and Tech Office/Mixed Use in The  
Trades District (City of Bloomington Downtown Certified Technology Park)

**Proposals Due: December 7, 2015**

CTP2015-03 City of Bloomington, Indiana | Bloomington  
Redevelopment Commission  
10-21-2015

# Request for Proposals:

Workforce Housing, Affordable Senior Housing,  
and Tech Office/Mixed Use in The Trades District  
(City of Bloomington Downtown Certified  
Technology Park)

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## Executive Summary

The City of Bloomington, Indiana, seeks competitive development proposals to help the City attain the sustainable vision set forth in its Certified Technology Park Master Plan & Redevelopment Strategy, specifically mixed use developments that address the diversification of downtown housing into affordable and workforce housing demographics, that provide retail and commercial services and amenities to serve those residents as well as Tech Park and other downtown employees and visitors, and that could offer additional employment center opportunities for high-tech and life sciences employers.

CBRE Group, Inc. (“CBRE”) – on behalf of the City of Bloomington, Indiana, by and through its Redevelopment Commission, the Department of Economic & Sustainable Development and the Department of Housing and Neighborhood Development – invites competitive proposals from developers to purchase and develop parcels totaling approximately 3.75 acres in downtown Bloomington, Indiana. The site is located within the City’s downtown Certified Technology Park in the historic Trades District, adjacent to trail amenities and just blocks from the bustling downtown square, Bloomington’s Central Business District.

The City intends to leverage redevelopment of the property to further its goals to create an urban, mixed use innovation district in the downtown, including integration of this area into the live/work/play fabric of downtown.

## Introduction to the RFP Opportunity

The City of Bloomington, by and through its Redevelopment Commission (“RDC”), the Department of Economic & Sustainable Development (“ESD”) and the Housing and Neighborhood Development (“HAND”) Department, is pleased to issue this Request for Proposals (“RFP”) seeking qualified respondents (each, a “Respondent”) to purchase and develop certain city-owned property in downtown Bloomington south of 11<sup>th</sup> Street, west of Rogers Street and north of the B-Line Trail, within The Trades District, which includes the City’s downtown Certified Technology Park.

The City seeks one or more developers to **incorporate some combination of the following:**

- (1) **workforce housing**, and
- (2) affordable housing, **preferably senior housing**, with **recreational plaza or greenspace** amenities that leverage proximity to the adjacent B-Line Trail; and/or
- (3) **office space suitable for technology, life sciences and research and development employment uses; other retail/commercial space**; which may be **incorporated into the housing project(s)** above.

Respondents may propose mixed-income housing projects, provided the majority of the project meets the household income parameters as outlined in this RFP. Proposals that provide for **long-term affordability**, if housing is proposed, will be given preference. **Mixed use** commercial/retail/housing projects will be given preference over housing-only projects. Office uses for high tech, life sciences or R&D will be given strong preference.

Interested parties are responsible for reviewing and becoming familiar with the contents of all portions of this RFP and all other documents to which this RFP refers and all appendices and addenda to this RFP.

All appendices and addenda (which will be posted to the City’s website at <http://bloomington.in.gov/rfp> according to the timeline listed in this RFP) are included and incorporated into this RFP. Background information related to the vision for the Certified Technology Park’s long-term redevelopment is available at <http://bloomington.in.gov/ctp>.

## Schedule

The following timeline for this Development Opportunity is subject to change:

RFP Posted	Wednesday, October 21, 2015
Optional Pre-Proposal Meeting	Friday, November 6, 2015 9am, McCloskey Conference Room (Suite 135), City Hall, 401 N. Morton Street, Bloomington, Indiana 47404
Questions or Requests for Additional Information Due	Friday, November 13, 2015
Addenda Posted	Friday, November 20, 2015
<b>Proposals Due</b>	<b>Monday, December 7, 2015 by 5pm (see Instructions to Bidders)</b>
Respondent(s) Presentations (if applicable)	January, 6-8, 2016
Respondent(s) Selected	February 2016
Agreement(s) Drafted	March 2016
Project Completion	On or before March 2018

## Redevelopment Goals

The goals of this Request for Proposals are:

### General Goals:

- To meet the guiding principles of the Certified Technology Park Master Plan & Redevelopment Strategy (full vision available at <http://bloomington.in.gov/ctp>), which includes increasing commercial space for high-tech, life sciences, R&D and other employment-center uses.
- To provide housing that is environmentally sensitive and energy efficient and which meets diverse housing needs; and
- To provide commercial space that serves the retail and professional services needs of housing development residents, as well as of The Trades District employees and downtown visitors; and

### Workforce Housing Goals:

- To promote the development of housing that will be affordable to households with incomes between 80% to 140% of the area-wide median income (AMI);
- To increase the availability of such housing in Bloomington’s downtown, and specifically in The Trades District which is the heart of the City’s growing technology sector, so that workers are not priced out of housing opportunities close to the employment center;

- To reduce the commute distance for employees who work in downtown who otherwise would live elsewhere.

#### Senior Affordable Housing Goals:

- To provide housing and services for low-income seniors, with incomes up to 80% of the area-wide median income (AMI);
- To increase the availability of such housing in Bloomington’s downtown, directly connecting active senior residents with public transit, basic services and amenities, as well as with the vibrant downtown core; and
- To provide a multi-generational community recreation area that leverages the proximity to the B-Line Trail and The Trades District technology park in the design of its amenities. See **Figure 1** in the Property Overview section of this RFP for a map depicting the portion of the senior/affordable housing project site to be developed as greenspace/recreation space.

Residential rental units must meet the requirements outlined in Bloomington Municipal Code Title 16: Residential Rental and Lodging Establishment Inspection Program. The full text of Title 16 code can be at <http://bloomington.in.gov/code>.

### Consideration:

**Respondents must review the published Notice of Offering and Offering Sheet for additional property offering details** (see [https://bloomington.in.gov/documents/viewDocument.php?document\\_id=9202](https://bloomington.in.gov/documents/viewDocument.php?document_id=9202)).

Development proposals that provide affordable and/or workforce-affordable housing to income-eligible households at proposed percentages of Area-wide Median Income (“AMI”) as outlined in the City of Bloomington’s Consolidated Plan 2015-2019 (pg. 60), or that offer significant office space for tech, life sciences or R&D company recruitment or growth may be eligible to acquire the properties for nominal consideration. Development proposals must also be consistent with major goals of the City of Bloomington’s Unified Development Ordinance, including maintaining a diverse housing stock and allowing working people to have better access to jobs and to upgrade their economic status (BMC 20.05.009 AH-01), and support the vision of the CTP Master Plan & Redevelopment Strategy (<http://bloomington.in.gov/ctp>). Proposals that provide for **long-term affordability**, if housing is proposed, will be given preference. **Mixed use** commercial/retail/housing projects will be given preference over housing-only projects. Office uses for **high tech, life sciences or R&D** will be given strong preference.

### Area Overview

#### Bloomington

Bloomington is a scenic, thriving and livable city located about 50 miles south of Indianapolis. Home to Indiana University, Bloomington is rich in history, architecture, culinary experiences and the arts. It is famous for its rolling hills, limestone quarries and “Little 500” bicycle race depicted in the Academy Award-winning film “Breaking Away.”

Bloomington is home to world-class arts, culture and entertainment facilities on campus, including the IU Auditorium, the Musical Arts Center and the Jacobs School of Music. The school offers more than

1,100 performances a year; most of which are free to attend. Bloomington is home to diverse street festivals, the Tibetan Mongolian Buddhist Cultural Center, and respected opera and ballet theater. The Lilly Library is one of the largest rare book and manuscript libraries in the United States, containing over 400,000 rare books including the New Testament of the Gutenberg Bible, a first edition copy of the Book of Mormon, the first printed collection of Shakespeare's works, and George Washington's letter accepting the presidency of the United States. Regional theater includes the Bloomington Playwrights Project and the Cardinal Stage Company. Bloomington also attracts talents such as Tony Bennett, Black Violin, Colin Hay (front man for Men at Work), and Wilco.

The campus hosts numerous major sporting events each year. IU is known for its outstanding tradition in collegiate athletics, including basketball, football, track & field, baseball, tennis, swimming and soccer. IU's recreational sports program for its students is recognized as among the best in the nation.

Bloomington has many unique, locally owned restaurants where you can find food from all over the world including Thai, Turkish, Tibetan, Korean, and Mediterranean. Bloomington is home to both Oliver and Butler Wineries and Upland and Bloomington Brewing Companies.

## Property Overview

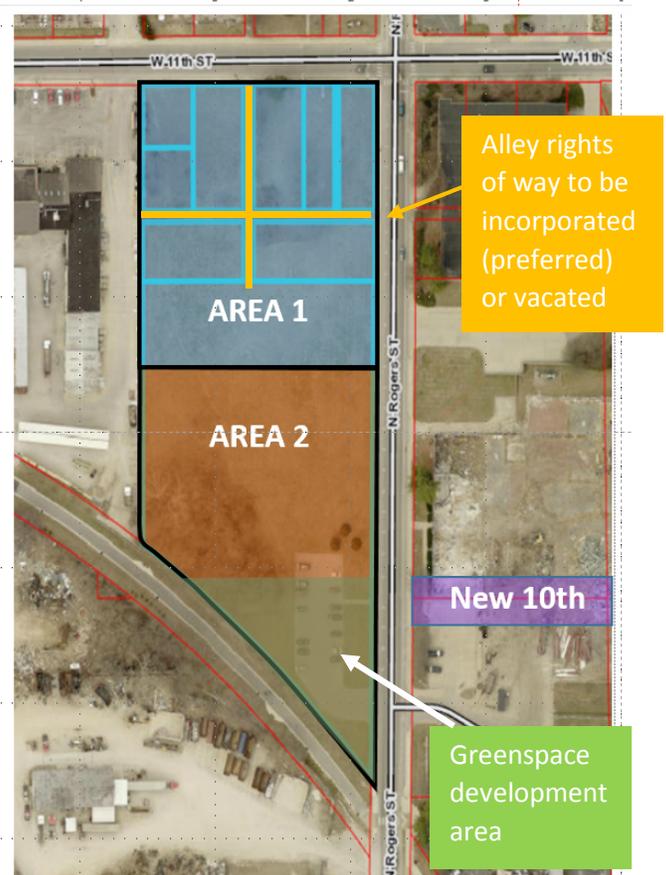
### Current Site Conditions

#### A. Users and Owners

The subject properties are owned by the Bloomington Redevelopment Commission on behalf of the City of Bloomington and are currently vacant. In recent history, single family homes were on two small lots in the northern area; improvements on those lots were demolished in 2013. The surface parking lot on the southern portion of the subject properties does not have any current leases or third-party agreements related to its use. Its most recent use was to serve former Indiana University office and warehouses on the east side of Rogers Street. The City of Bloomington demolished those warehouse structures in 2014.

The subject site is bordered by W 11<sup>th</sup> Street to the north, N Rogers Street to the west, and the B-Line Trail to the south. If desired by the selected respondent, the City is prepared create two distinct parcels for development, such as illustrated in **Figure 1** at right. Additionally, there are two unbuilt alley rights-of-way located on the northern portion of the subject properties. The City's preference is that a proposed development will incorporate those unbuilt alleys for property access. However, proposals that seek the

**Figure 1: Area 1** envisioned for Workforce Housing. **Area 2** envisioned for Senior/Affordable Housing. **Tech/Life Sciences/R&D office and commercial/retail** appropriate for both Area 1 and/or Area 2. **Greenspace development area** at southern end of subject site.



vacation of one or both of those unbuilt alleys will also be considered for a project that addresses the goals of this RFP.

The City is undertaking design of the realignment of 10<sup>th</sup> Street east of Rogers Street. The CTP Master Plan recommends extending 10<sup>th</sup> Street further west through the subject properties to provide better East-West connection to neighborhoods to the west and to the amenity of Ernest T. Butler Park. To preserve the future accommodation of this connection which would extend through other privately owned properties, the southern portion of the subject site, adjacent to the B-Line Trail, should be developed as plaza or greenspace by the selected developer rather than building development.

**Respondents may propose to aggregate adjacent land with the subject site. Acquisition and assemblage of any additional parcels would be the responsibility of the developer.**

**Respondents may offer to acquire and redevelop the entire subject site, or may offer to acquire and redevelop only specific portions of the subject site.**

## **B. Environmental Conditions**

If affordable housing is proposed, the City of Bloomington will complete the HUD-required environmental review for the development(s).

Through a U.S. EPA Brownfield Assessment Grant, the City of Bloomington has conducted Phase I and Phase II Environmental Site Assessments as well as supplemental investigations on the subject site. These reports will be made available to the developer and are posted as Addenda to this RFP available via <http://bloomington.in.gov/rfp>.

## **C. Zoning**

The property is located within the Commercial Downtown (CD) zoning district. This is one of most permissive of the City's zoning districts, with a general purpose of promoting high density development of mixed uses with storefront retail, professional office, and multifamily housing.

Within the larger Commercial Downtown zoning district, there are six design overlays that govern such issues as building heights, parking, and architectural design. The overlay regulating this property is the Showers Technology Park Overlay (STPO) District. Development in this district should promote mixed uses focusing on light industrial/manufacturing, office, and residential housing that targets populations such as young professionals, empty nesters, and retirees.

## **Site Opportunities**

### **A. The Trades District/Economic Development Districts**

The subject site is located in The Trades District. It is the area of the City of Bloomington's downtown Certified Technology Park, and historic location of the former Showers Brothers Furniture Company. The Trades District's historic character and sense of place was shaped in the 19th and 20th Centuries as much by the Showers Brothers Furniture Company's progressive social initiatives and entrepreneurial business successes as it is shaped today by the utilitarian and industrial architecture the Company left behind. The name evokes the invigorating industry of the Showers Brothers Furniture Company (not to mention their once-upon-a-time slogan, "From Trees to Trades"), but it is also a fitting identification for

the craft, industry and commerce of Bloomington's emerging entrepreneurial and technology businesses, which will be the mainstays of The Trades District's revitalization.

The subject site is also located within the boundaries of the Consolidated Tax Increment Financing (TIF) district and the Bloomington Urban Enterprise Zone (EZ).

## **B. City Investments**

In 2009, the City of Bloomington completed its multi-million dollar investment in the B-Line Trail, a former railway corridor transformed into an urban greenway and trail. The 3.1-mile B-Line Trail is immediately adjacent to the subject site, and connects to the City's larger network of trails.

In Q4 2015, the City will complete design/engineering for improvements to 10<sup>th</sup> Street between Rogers and Morton Streets, opposite the subject site. The design/engineering scope includes significant utility improvements and place-making and sustainability features:

- "Signature" street design to emphasize unique sense of place for the Trades District and accommodate street and other festivals
- Green stormwater infrastructure design
- Sustainable street infrastructure
- Design that focuses on pedestrians, bicycles and multi-modal transportation

The construction of improvements to 10<sup>th</sup> Street is planned to be complete in 2017.

## **C. Uses and Activities**

Housing targeted to the professional workforce. Bloomington has a highly educated populace with 56.6% of the population having a Bachelor's degree or higher. Median household income is \$27,395 (2009-2013 American Community Survey 5-Year Estimates, <http://factfinder.census.gov>). In order to attract and maintain an accessible workforce, quality housing must be available for individuals and households is too high to participate in typical housing programs, but too low to afford standard market rates for housing.

Affordable, independent-living options targeted to an active senior population. There are approximately 6,523 persons over the age of 65 living in Bloomington. While the median age in Bloomington is 23.3 years due to the presence of 46,416 Indiana University students (2014-2015), the population is aging. Bloomington was listed in the *Top 25 Place to Retire* by **Forbes** in 2012, **AARP's 10 Great Small Cities for Retirement** in 2011, and **Money Magazine's Top 25 Places to Retire** in 2011. Bloomington offers retirees excellent theater, collegiate sports, museums, parks and opportunities for engagement in the community. Demand for senior housing continues to increase, particularly affordable senior housing. At the time the City's Consolidated Plan 2015-2019 was completed, all senior housing complexes inventoried in Bloomington were fully occupied.

Office space suitable for technology, life sciences, and other research and development uses. Bloomington has been ranked #2 in the nation among 124 small metros for high tech employment (Milken Institute, 2013), an "Emerging Epicenter of High Tech Industry" (*Wired* magazine), in the Top 50 "Hottest Small Cities for Entrepreneurs" (*Entrepreneur* magazine). Further, Bloomington's concentration of life sciences businesses is six times greater than the U.S. average. To support the growth of tech and

life sciences sectors, and attract research and development headquarters, suitable office and commercial space is necessary.

Retail, commercial space and amenities. Redevelopment projects should serve to integrate this area into the fabric of Bloomington's vibrant downtown, focusing on a mix of uses that also offers retail, commercial services and greenspace or publicly accessible recreation opportunities for The Trades District employers, employees, residents and visitors.

To help address these housing diversification and to support enhancing employment opportunities within The Trades District, the City of Bloomington seeks development proposals that offer creative solutions for redevelopment of the subject site. Specifically, the new developments would:

- Provide affordable housing and services for citizens, preferably active low income seniors (envisioned for Area 1);
- Provide affordable workforce housing for households who wish to live, work and play in The Trades District and Bloomington's downtown (envisioned for Area 2); and
- Provide a multigenerational center/park that provides opportunities for older adults to pursue interests and engage in accessible activities alongside other members of The Trades District and the public (said greenspace will be adjacent to the B-Line Trail at the southern end of subject site); and
- Provide a mix of uses that support or directly incorporate additional employment centers, technology and similar office, other commercial and retail uses (appropriate for Area 1 and Area 2);

Respondents may propose to aggregate adjacent land with the subject site. Acquisition and assemblage of any additional parcels would be the responsibility of the developer.

A proposal may offer to acquire and redevelop the entire subject site, or may offer to acquire and redevelop specific portions of the subject site.

Respondents may propose mixed-income housing projects, provided the majority of the project meets the household income parameters as outlined in this RFP.

#### **D. Definitions:**

Within the context of this Request for Proposals, the following definitions apply:

Workforce housing – Multi-unit housing designed to attract and maintain an accessible workforce, made available to individuals and households who are typically ineligible for standard affordable housing programs because of their income. For the purposes of this Request for Proposals, the City of Bloomington seeks proposals targeted to households earning between 80% and 140% of Area Median Income (AMI). See affordable rent guidelines outlined below.

Senior housing – Age-restricted multi-unit housing with self-contained living units for older adults who are able to care for themselves. May or may not include additional services such as meals or transportation. For the purpose of this Request of Proposals, the City seeks proposals which will comply with the Housing and Urban Development (HUD) "housing for older persons" requirements for

exemption from the Federal Fair Housing Act, and which also comply with HUD affordable housing criteria.

Affordable rents – Rent rates that are at or below 30% of a household’s gross monthly income, including utilities. The median gross rent for Bloomington is \$782/month and the vacancy rate is 3.1% (factfinder.census.gov - 2013). A more detailed Needs Assessment and Housing Market Analysis can be found in the City of Bloomington Consolidated Plan 2015-2019 located at <http://bloomington.in.gov/media/media/application/pdf/23260.pdf>.

HUD Rent Rates for 2015 specific to Bloomington can be found at <http://bloomington.in.gov/media/media/application/pdf/23645.pdf>.

**Workforce Housing Maximum Rent/Unit including Utilities  
(Using 2015 income information available via HUD:**

[http://www.huduser.org/portal/datasets/il/il15/FY2015\\_IL\\_in.pdf](http://www.huduser.org/portal/datasets/il/il15/FY2015_IL_in.pdf))

	Household Size				
	1	2	3	4	5
Area Median Income %					
80%	876	1,000	1,126	1,250	1,350
90%	986	1,125	1,267	1,406	1,519
100%	1,095	1,250	1,408	1,563	1,688
110%	1,205	1,375	1,548	1,719	1,856
120%	1,314	1,500	1,689	1,875	2,025
130%	1,424	1,625	1,830	2,031	2,194
140%	1,533	1,750	1,971	2,188	2,363

**Workforce Housing Income**

**(Using income information available via HUD:**

[http://www.huduser.org/portal/datasets/il/il15/FY2015\\_IL\\_in.pdf](http://www.huduser.org/portal/datasets/il/il15/FY2015_IL_in.pdf))

	Household Size				
	1	2	3	4	5
Area Median Income %					
80%	35,040	40,000	45,040	50,000	54,000
90%	39,420	45,000	50,670	56,250	60,750
100%	43,800	50,000	56,300	62,500	67,500
110%	48,180	55,000	61,930	68,750	74,250
120%	52,560	60,000	67,560	75,000	81,000
130%	56,940	65,000	73,190	81,250	87,750
140%	61,320	70,000	78,820	87,500	94,500

## Proposal Requirements

Developers are required to submit a detailed and comprehensive proposal. The City reserves the right to request additional information during the evaluation of submitted proposals and to reject any and all responses. Responses to this Request for Proposals must contain the information described below and

conform to the format outlined below. **The total length of the proposal should not exceed 25 pages.** Drawings and renderings of the proposed project(s) may be in addition to the 25-page maximum. All other components described below must be within the 30-page limit, and adhere to any additional page limits outlined below.

#### **A. Executive Summary – 2 pages maximum**

A written narrative of the proposed development should be provided in the form of a cover letter addressed to Danise Alano-Martin, Director of Economic & Sustainable Development and Lisa Abbott, Director of Housing and Neighborhood Development. The narrative should be no longer than two (2) pages in length and should succinctly summarize and describe the proposed development. At a minimum, it should seek to address all of the evaluation criteria and note the bid price. Please note any contingencies to the submitted bid price.

#### **B. Financial Summary**

Responses must demonstrate financial wherewithal and development capacity to carry out proposed redevelopment of the property or properties. Submissions must provide documentation of available funds in an amount no less than the bid amount plus construction cost. Failure to provide clear evidence of committed sources of funds for the proposal to purchase and redevelop the property may disqualify submissions. Responses at a minimum must address the following:

- An operating pro forma
  - For projects that include rental units, include proposed rents, including any tiered structures
- Total Project Cost (including all developer costs and third-party fees – See **Additional Information** section below)
- Developer’s fee (included in Total Project Cost)
- Equity:
  - Equity source and required approvals
  - Percent of total project costs to be funded with equity
- Debt:
  - Source of debt funding
  - Details of debt structure (term assumptions)
  - Total cost of funds
- Evidence of financial capability to fund the total cost of the development program as outlined by the Respondent. Acceptable forms of evidence include:
  - audited financial statement for last fiscal year plus internal financial statements ending the most recent quarter
  - signed commitment letter(s) that reference funding this project as proposed, or
  - other written evidence of financial support from one or more lending institutions specifying amount to be committed.

These elements will be reviewed and summarized as the financial components of the proposed development program.

- Consideration of feasibility through market survey with comparative sales/rents.

- Descriptions of any local, State or Federal incentives, grants, etc., that will be sought; and if approved, letters of intent
- Litigation/Judgments – The proposal must contain information regarding any litigation (pending or threatened) in which the development entity or any members of the development team are involved in their professional capacity and any judgments that have been rendered against the development entity or any member of the development team that may affect the ability to successfully execute the proposed project for the Property.

### **C. Development Plans**

The proposed development should take into consideration the Certified Technology Park Master Plan context and provide an attractive, sustainably designed development that enhances the built environment and improves the overall quality and physical appearance of the community. Submissions must address at a minimum, the following:

- Architect name and address
- Detailed written description of the work to be completed, including relative square footages of proposed uses
- Ground floor dimensioned architectural plans; other principal floor plans
- Building elevations with materials and key dimensions noted
- Total number of parking spaces within the property, including number for residential and number for commercial uses and visitors
- Sustainable development features and “green” building materials to be used
- Building energy performance objectives and integrated energy efficiency building design
- Amount and type of open or greenspaces

Structures must be sensitive to the pedestrian environment through building facades that are engaging. Building size and scale should be designed to enhance walkability and provide quality buildings by respecting the rhythms found in the size, placement and proportion of entries and windows in other buildings. Plans should avoid false historic design, although innovative and modern design that pays homage to the unique architecture of the Trades District is encouraged. Pedestrian rather than vehicular entrances should be emphasized along the streetscape. Dumpsters, recycling collection centers, electrical and mechanical equipment should be permanently screened.

### **D. Development Process**

Respondents must fully describe their planning and development process, at a minimum addressing the following:

- Project scope
- Design involvement
- Approach to engagement with City and the community; community relations plan
- Development phasing and timeline, including site and incentive approvals
- Plan for integration or utilization of local construction trades, MBE or WBE
- Degree of transparency (i.e., open book)
- Construction management (CM) capabilities and strategy

## **E. Development Team Qualifications – 10 pages maximum**

Respondents should fully describe and illustrate their team qualifications, at a minimum addressing the following, and adhering to stated page limits:

- Team Summary Information
  - Key company principals and executives and their roles with this project
  - Relationships between firms involved in the project
  - Ownership structure of controlling development organization
  - Description of firms' in-house capabilities (Design, CM, equity position, etc.)
  - Percent of business dedicated to urban affordable and workforce housing projects
- Experience: Include local and national experience with the following:
  - Case studies of urban projects, including total SF of urban projects financed or developed in the past 10 years, including projects involving energy efficient design, green site development and green building practices
  - Specific projects similar to this opportunity
  - Up to five (5) references for similar projects
  - Address criteria listed herein under "Selection Process & Evaluation Criteria" under "3. Developer Team."

## **Selection Process & Evaluation Criteria**

CBRE will initially review the proposals to determine compliance with the Proposal Requirements. Only proposals that comply with these requirements will be considered for evaluation. If no proposal meets these requirements, the City may allow all Respondents to supplement their submissions to conform to these requirements.

Proposals will then be evaluated by a City Proposal Review Team assisted by CBRE using the evaluation factors listed below. Proposals that significantly deviate from the City's requirements and criteria may be found "non-responsive" without further evaluation. Proposals will be evaluated in their entirety – i.e., no one factor, but rather a combination of all of the following factors will determine the successful developer(s). At the City's sole option and discretion, Respondents may be provided the opportunity to present their development concept and program.

The City may obtain "best and final offers" from all Respondents judged to be finalists. The City reserves the right to cease all contract negotiation activities at any time and reject any and all proposals if such action is determined by the City to be in its best interest.

Final selection is subject to approval by the Bloomington Redevelopment Commission.

Following are the evaluation factors:

1. Financial Capability
  - Financing Plan: Provide Letters of Intent from any financing sources listed.
  - Financial Stability: Ability of the developer to utilize his/her relationships with lending institutions to complete development in a timely manner will be strongly considered.

- Demonstration of Project Feasibility: Developer demonstrates the feasibility of the project in its sources and uses.
2. Project
- Concept Design Quality: Strong preference given to projects that emphasize pedestrian scale, sustainable development and unique and innovative architecture, and which support the City's CTP Master Plan vision.
  - Development Timeline (with compliance to Indiana statutory disposition process): Project completion within twenty-four months of settlement.
  - Affordability Period: Each housing type should offer a defined affordability period, at minimum 15 years. Longer affordability terms will be given preference.
  - Workforce Housing: Strong consideration will be given to proposals offering non-subsidized affordable housing units as part of the development program.
  - Senior Affordable Housing: Strong consideration will be given to proposals allowing for accessible and secure units. Proposals are expected to provide for outdoor recreational/gathering space adjacent to the B-Line.
  - Commercial/Office Space: Strong consideration will be given to proposals that incorporate tech/life sciences office/employment space and/or retail/commercial mixes that serve needs of the residents and employees of the Trades District.
  - Green building and energy efficiency: Strong preference will be given to proposals that incorporate green building methods that target widely accepted energy efficiency standards and/or that incorporate renewable energy.
  - Mixed use: Strong preference will be given to proposals that offer a mix of appropriate uses over proposals that offer housing only solutions.
  - Tech, life sciences, research and development: Strong preference will be given to proposals that include these office uses.
3. Developer Team
- History of Team Partnership: The development team's experience working together will be considered.
  - Ownership Structure of controlling development organization
  - Description of firm's in-house capabilities (i.e., Design, CM, Equity position, etc.)
  - Low-Income Housing Tax Credit/HOME Investment Partnerships Program experience
  - Inclusion of Experience with MBE, WBE and DBE

## Additional Information

### CBRE Agency and Project Fee

CBRE is providing advisory services to the City of Bloomington and owes its duties solely to the City of Bloomington. The contract between the City of Bloomington and CBRE requires that the selected developer(s) pay CBRE a project fee equal to three and a half percent (3.5%) of the Total Project Cost. Total Project Cost is defined as the total sum of the project including land, construction, architectural, and design fees of all elements of the project. Terms and conditions of the fee will be outlined in a separate agreement between CBRE and the selected developer, to be executed prior or simultaneously with the Development or Project Agreement. Such fee should be included in developer pro-formas. The City shall make all decisions concerning the selection of Respondents.

## Communication Restrictions

Any and all questions concerning this RFP must be submitted via email to [ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov).

Except for submittals of questions as described herein, effective upon the issuance of this RFP

Respondents are prohibited from contacting, engaging or speaking directly to employees, respondent, agents, or representatives of the City regarding this RFP and Project. This communication restriction is effective until the City announces its decision. Any inappropriate or unauthorized communications may result in the disqualification of Respondents.

## Additional Provisions, Notices

- A. **No Obligation to Proceed:** The City is under no obligation to proceed with this project or any subsequent project, and may cancel this RFP at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all proposals, to waive any irregularities or informalities in a proposal, and to issue a new or modified RFP, if it is found to be in the best interest of the City.
- B. **Proposal Withdrawal and Modification:** The City may allow a Respondent representative bearing proper authorization and identification to sign for, receive, and withdraw the Respondent's unopened proposal prior to submission deadline. A Respondent wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the deadline.
- C. **Licenses and Permits:** The successful respondent shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Bloomington, Monroe County, other units of local government, the State of Indiana and the United States. The respondent certifies that it is now and will remain in good standing with such governmental agencies and that it will keep its licenses, permits, certifications and/or registrations in force during the term of the agreement.
- D. **Errors in Proposals:** Respondents are advised to make sure that their proposals are true and correct when submitted. Respondents will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors such as math errors in extended pricing (not unit pricing). This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the Department of Economic and Sustainable Development, the Department of Housing and Neighborhood Development, and counter-signed by the Respondent.
- E. **Respondent Expenses:** By submitting a response to this RFP or participating in the process, each respondent agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the respondent in connection with or resulting from the RFP process, including but not limited to costs for preparation/submission of proposals, travel and per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.
- F. **Proposal Life:** Respondents must hold their proposals open and pricing firm for one hundred eighty (180) calendar days from the proposal submission deadline. Any proposal accepted by the City for the purpose of contract negotiations shall remain valid until superseded by an executed contract or until rejected by the City.
- G. **Revision to the RFP:** The City may modify or amend this RFP at any time. If it becomes necessary for the City to revise any part of this RFP, the revision(s) will be posted on the City's web site ([www.bloomington.in.gov/rfp](http://www.bloomington.in.gov/rfp)). In such an event, the submission deadline may be extended, at the option of the City, to allow respondents the opportunity to revise their proposals accordingly.
- H. **Public Records:** The information supplied by a respondent as part of an RFP response will become the property of the City. Proposals will be available to interested parties in accordance with the Indiana Access to Public Records Act (Indiana Code 5-14-3).
- I. **Non-binding Oral Statements:** Respondents shall note that only the written answers provided will be binding on the City. These answers shall represent the City's official position and supersede any previous oral statements made at any time by City staff. The written answers will be posted on the City's web site ([www.bloomington.in.gov/rfp](http://www.bloomington.in.gov/rfp)) as addenda to this RFP.
- J. **Pricing Denominations:** All pricing shall be in United States Dollars (USD).

## Submittal Instructions

**Respondents must review the published Notice of Offering, Offering Sheet and Instructions to Bidders for full submittal details.**

Respondent must submit its completed proposal via electronic PDF format via email to the following contact by 5:00 pm EDT on Monday, December 7, 2015 to:

[ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov)

City of Bloomington | Attn: Danise Alano-Martin and Lisa Abbott  
401 N. Morton Street, Bloomington, IN 47404

With a copy to:

[gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com)

FTP: <https://cbftp.cbre.com>

CBRE, Inc. | Attn: Gordon Hendry  
101 W. Washington Street, Suite 1000 East, Indianapolis, IN 46204

**Proposals that are incomplete or delivered past the deadline may be disqualified.**

## Additional Resources

Addenda to this RFP will be posted at <http://bloomington.in.gov/rfp>

Offering Sheet, Notice of Offering and Instructions to Bidders:

[http://bloomington.in.gov/documents/viewDocument.php?document\\_id=9202](http://bloomington.in.gov/documents/viewDocument.php?document_id=9202)

Certified Technology Park Master Plan & Redevelopment Strategy:

<http://bloomington.in.gov/ctp>

City of Bloomington Consolidated Plan (2015-2019):

- [http://bloomington.in.gov/consolidated-plan-\(enhanced\)](http://bloomington.in.gov/consolidated-plan-(enhanced))
- <http://bloomington.in.gov/media/media/application/pdf/23260.pdf>

City of Bloomington Unified Development Ordinance:

<http://bloomington.in.gov/udo>

City of Bloomington Downtown Vision & Infill Strategy Plan:

<https://bloomington.in.gov/downtown-plan>

Bloomington Technology Partnership: <http://bloomingtontech.com>

Bloomington Life Sciences Partnership: <http://bloomingtonlifesciences.com>

OFFERING PACKET

Trades District  
Bloomington, Indiana

City of Bloomington  
October 21, 2015  
Redevelopment Commission

**NOTICE OF OFFERING:  
REAL ESTATE FOR SALE**

Notice is hereby given by the Departments of Economic and Sustainable Development (ESD) and Housing and Neighborhood Development (HAND) that on December 7, 2015, at 5:00 p.m. local time (EST), the Bloomington Redevelopment Commission (RDC) will—in the McCloskey Room of Bloomington City Hall, 401 N. Morton St., Bloomington, Indiana—open and consider written offers for the purchase of certain real estate within The Trades District, described in more detail below (the “Property”).

The RDC is willing to entertain proposals for the purchase of all or part of the Property for the purposes described in this notice and associated Request for Proposals. The offer should meet the conditions set forth below.

Property Descriptions and Information

- A. The Property generally consists of the parcels owned by the RDC within The Trades District that are west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail.
- B. The Property specifically consists of the following parcels, identified by their State Tax ID Numbers:
  - 53-05-32-112-088.000-005
  - 53-05-32-112-086.000-005
  - 53-05-32-112-024.000-005
  - 53-05-32-100-015.000-005
  - 53-05-32-100-018.000-005
  - 53-05-32-100-036.000-005
  - 53-05-32-112-022.000-005
  - 53-05-32-112-025.000-005
  - 53-05-32-112-023.000-005
  - 53-05-32-112-026.000-005
- C. The real estate is zoned CD – Commercial Downtown; Showers Technology Park Overlay.

Offering Packet and Bid Deadline

The Offering Packet may be picked up in the ESD Department, Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. It is also available on the City’s website at <http://bloomington.in.gov/rfp>. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov).

Items included in the Offering Packet are:

- This Notice of Offering,
- Offering Sheet, and

- Instructions to Bidders.

Items also available for review in Suite 150 in hard copy include the Offering Packet, the associated Request for Proposals, and the Master Plan for Bloomington's Certified Technology Park, also known as The Trades District. The Request for Proposals is also available on the City's website at <http://bloomington.in.gov/rfp> and the Certified Technology Park Master Plan is also available at <http://bloomington.in.gov/ctp>.

All offers must be filed with the ESD Department **no later than Noon EST on December 7, 2015** and shall be in the form described in the City's Instructions to Bidders. Proposals submitted or received after that date may not be considered. Responses may be emailed before said deadline to both Danise Alano-Martin and Gordon Hendry at the email addresses above.

#### Development Standards and Limitations

1. As explained further in the Request for Proposals associated with this Property, the Redevelopment Commission seeks one or more developers to incorporate some combination of the following:
  - a. Workforce housing,
  - b. Affordable housing, preferably senior housing, with recreational plaza or greenspace amenities that leverage proximity to the adjacent B-Line Trail, and
  - c. Office space suitable for technology, life sciences, and research and development employment uses, and other retail or commercial space.
2. Student housing is explicitly not of interest to the RDC for this project.
3. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

#### Selection

The RDC reserves the right to reject any or all offers. In determining the best offer, the RDC shall take into account factors detailed further in the associated Request for Proposals, including price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process ("Parties"); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use(s) contribute to the City's plans for The Trades District, including intended use for high technology activity; and any other statutory criteria in Indiana Code § 36-7-14-22.

**Project Agreement.** A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

For a period of thirty (30) days after the opening of the written offers, no sale may be made at a price less than that shown on the Offering Sheet. After that, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan.

All submissions to this Notice of Offering must be received by **Noon EST, Monday, December 7, 2015**, in the manner described in the Instructions to Bidders attached to this Notice.

This notice is given pursuant to Indiana Code § 36-7-14-22(d) and Indiana Code § 5-3-1-2(e).

Dated October 25, 2015

BLOOMINGTON REDEVELOPMENT COMMISSION

## OFFERING SHEET

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION  
c/o Economic and Sustainable Development Department  
Bloomington City Hall, Suite 150  
401 N. Morton St., Bloomington, IN 47404

The Bloomington Redevelopment Commission (RDC) is willing to entertain proposals for the purchase of certain property it owns within The Trades District, specifically parcels west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail, described in more detail below (the “Property”) for the purposes described in this Offering Sheet. The proposal should meet the conditions set forth in this Offering Sheet.

### Property Descriptions and Information

- A. The Property generally consists of the parcels owned by the RDC within The Trades District that are west of North Rogers Street, south of West 11<sup>th</sup> Street, east of Bender Lumber, and north of the B-Line Trail.
- B. The Property specifically consists of the following parcels, identified by their State Tax ID Numbers:
  - 53-05-32-112-088.000-005
  - 53-05-32-112-086.000-005
  - 53-05-32-112-024.000-005
  - 53-05-32-100-015.000-005
  - 53-05-32-100-018.000-005
  - 53-05-32-100-036.000-005
  - 53-05-32-112-022.000-005
  - 53-05-32-112-025.000-005
  - 53-05-32-112-023.000-005
  - 53-05-32-112-026.000-005
- C. The real estate is zoned CD – Commercial Downtown; Showers Technology Park Overlay.
- D. A map showing the location of the Property is attached.

### Minimum Offering Price

The minimum offering price for purchase of the Property is One Million Nine Hundred Eighty Thousand Dollars (\$1,980,000).

### Development Standards and Limitations

1. As explained further in the Request for Proposals associated with this Property, the Redevelopment Commission seeks one or more developers to incorporate some combination of the following:
  - a. Workforce housing,
  - b. Affordable housing, preferably senior housing, with recreational plaza or greenspace amenities that leverage proximity to the adjacent B-Line Trail, and
  - c. Office space suitable for technology, life sciences, and research and development employment uses, and other retail or commercial space.
2. Student housing is explicitly not of interest to the RDC for this project.
3. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.

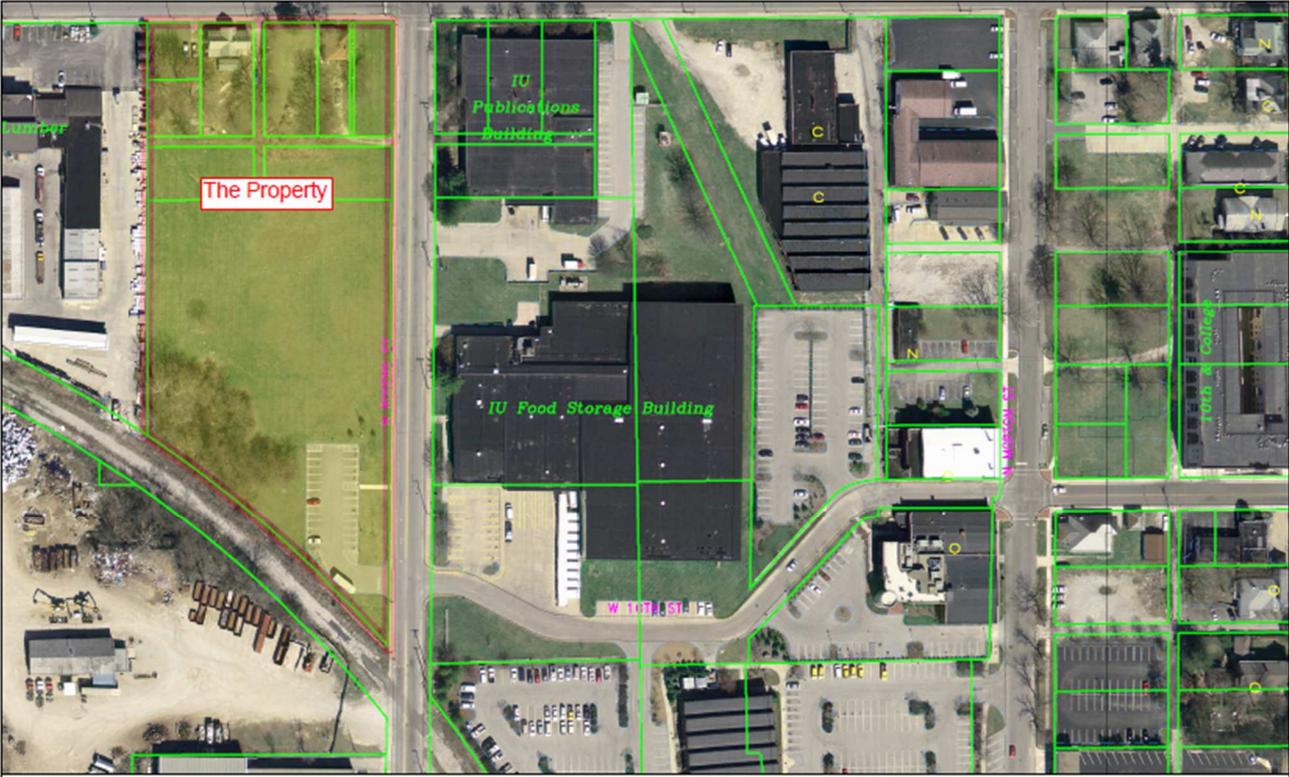
### Project Agreement

The successful bidder must be prepared to enter into a Project Agreement with the RDC, which Project Agreement will address the purchase of the Property; all easements related to the Project; and restrictive covenants on use and development of the Project; and shall set forth the nature of the development and uses of the Property. By entering a bid for the Property, the bidder agrees to negotiate the Project Agreement in good faith and acknowledges and agrees that if, in spite of good faith negotiations, the bidder and the RDC are not able to reach agreement on a form of Project Agreement on or before sixty (60) days following the acceptance of the bid of such successful bidder, then such successful bidder shall have no further rights, development or otherwise, in or to the Property and the RDC may re-offer the Property or otherwise dispose of the Property as permitted by law.

### Requirements of Bidders

The successful bidder must demonstrate that he or she has the industry, knowledge, experience, and financial capability to successfully complete the proposed development on the Property. Bidders must comply with the Instructions to Bidders included in the Offering Packet.

Attachment #1 – Map Depicting Property



## INSTRUCTIONS TO BIDDERS

1. **General:** In accordance with Indiana Code § 36-7-14-22, the Bloomington Redevelopment Commission (“RDC”) is offering the properties described in Offering Sheet and Request for Proposals (the “Property”) for sale.
  - a. The RDC will ensure that the disposal of the Property is duly advertised in *The Herald-Times* newspaper of Bloomington, Indiana. The disposal of the Property will be governed by procedures established by the RDC in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the RDC, must be prepared and submitted in accordance with these procedures.
  - b. The disposal of the property will be in accordance with, and the successful bidder must be willing to negotiate and enter into, a Project Agreement with the RDC within sixty (60) days of the acceptance of the bids, which Project Agreement shall set forth the nature of the development of the Property.
  - c. A bid submitted by a trust (as defined in Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and settler empowered to modify the trust.
  
2. **Offering Packet:** The offering packet contains the RDC’s Notice of Offering Real Estate for Sale, Offering Sheet, and Instructions to Bidders, which identifies the Property being offered and states the minimum purchase price for the Property for which offers will be considered. In addition, interested bidders should review the associated Request for Proposals (RFP). Offering packets and the RFP may be picked up in the Economic and Sustainable Development Dept. (ESD), Suite 150, Bloomington City Hall, 401 N. Morton St., Bloomington, IN 47404, between the hours of 8:00 a.m. and 5:00 p.m. weekdays, or may be sent electronically upon request. Please direct questions about receiving packets to Gordon Hendry of CBRE, (317) 269-1183 or by email at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com), or to Danise Alano-Martin, (812) 349-3477 or by email at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov). Additionally, the Offering Packet and the RFP are both available on the City’s website at <http://bloomington.in.gov/rfp>.
  
3. **Electronic Submittal:** Bids must be submitted electronically via email as provided herein and received by **Noon EST on Monday, December 7, 2015.**

Bids shall be emailed to both Danise Alano-Martin at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) and to Gordon Hendry at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) and must be received before **Noon EST on Monday, December 7, 2015.** The Subject Line of the email transmittal should be the “Trades District West of Rogers Bid Proposal.” The message body shall contain the company or individual’s name, point of contact address and phone number. Bid submission documents shall be in the format of an attachment or attachments using one or a combination of the following file formats: Adobe Acrobat PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and/or TIF or JPG image formats. Multiple document attachments for the same bid shall be submitted in one single message and total message size should not exceed 10 MB and should conform to other requirements detailed in the Request for

Proposals. Submissions received in any other format not listed above may be rejected. The City of Bloomington is not responsible for electronic bids/proposals containing viruses that cannot be eradicated, or that are corrupted as a result. The City of Bloomington is not responsible for equipment or software failure that may cause delay or non-delivery.

At 5:00 p.m. EST on December 7, 2015, the RDC will publicly open and consider all written offers at a public meeting of the RDC. All exhibits and graphics of the successful bidder(s) remain the property of the RDC.

4. **Form of Offer:** Every offer must be made in the form of a letter of intent which must include items detailed in the associated Request for Proposals, including purchase price; timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; the proposed redevelopment plan and future uses; and how the offer and intended use contributes to the City's plans for The Trades District.
5. **Explanations:** If a bidder finds any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or has questions regarding any aspect of this offering, the bidder shall submit written questions to Gordon Hendry, CBRE, at [gordon.hendry@cbre.com](mailto:gordon.hendry@cbre.com) or to Danise Alano-Martin, Director, ESD, at [alanod@bloomington.in.gov](mailto:alanod@bloomington.in.gov) by 5:00 p.m. EST on Friday, November 13, 2015. Questions should also be submitted to [ctp@bloomington.in.gov](mailto:ctp@bloomington.in.gov).
6. **Withdrawal of Offer:** No offer will be allowed to be withdrawn after bid opening.
7. **Rejection or Acceptance of Offers:** The RDC reserves the right to accept or reject any and all offers. If the RDC accepts an offer, the successful bidder shall begin negotiating the Project Agreement within ten (10) days after the bidder is notified of acceptance.
8. **Purchase Price, Agency and Project Fee, and Other Terms:** Within a period of thirty (30) days after the opening of the written offers, the purchase price of the Property to be sold shall not be less than the Minimum Offering Price as shown on the Offering Sheet attached hereto, or as otherwise allowed by Indiana redevelopment law (Indiana Code § 36-7-14-22). After that thirty (30) day period, the RDC may adjust the offering price in the manner the RDC considers necessary to further the redevelopment plan. In making an offer, please note that CBRE is due an Agency and Project Fee ("Project Fee"). CBRE is providing advisory services to the City of Bloomington and owes its duties solely to the City of Bloomington. The contract between the City of Bloomington and CBRE requires that the selected Developer compensate CBRE a project fee equal to three and a half percent (3.5%) of the Total Project Cost. Total Project Cost is defined as the total sum of the project including land, construction, architectural, and design fees of all elements of the project. Terms and conditions of the fee will be outlined in a separate agreement between CBRE and the selected Developer to be executed prior or simultaneously with the Project Agreement. Such fee should be included in developer pro-formas. In determining the best offer, the RDC shall take

into account price and other considerations; the timing of the transaction and redevelopment of the property; source of debt and equity funds; development resumé; any existing relationships with parties related to the approval process (“Parties”); the proposed redevelopment plan and future uses; the scope of investigation/discussion with Parties; how the offer and intended use contributes to the City’s plans for the Certified Technology Park, including intended use for high technology activity; any property that may be contributed as part of the consideration to the City; and any other statutory criteria in Indiana Code § 36-7-14-22(f). A successful bidder will be required to enter into a Project Agreement with the RDC with respect to these and other matters.

9. **Development Standards and Limitations:** Each offer should detail how the bidder will address the Development Standards and Limitations, as described in the Offering Sheet, including a summary of any proposed historic or conservation easement, restrictive covenants or use restrictions that can insure compliance with the Development Standards and Limitations. Proposals should also respond in detail to the requirements of the associated Request for Proposals. In connection with any proposed easement, restrictive covenant or use restriction, a bidder may propose any agreement structure acceptable to the RDC in its sole discretion that enables the bidder to realize tax credits or other tax savings for sums expended complying with the Development Standards and Limitations.
10. **Development Plan:** Each offer must be accompanied by any exhibits, drawings, statements, plans, renderings and other material that indicate how the proposed redevelopment will serve the interests of the community and the Bloomington Certified Technology Park goals, and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plans. Such materials will be deposited with the RDC and used as stated in Section 3 above.
11. **Transfer of Title and Possession:** Title to the Property to be sold will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Project Agreement. The RDC shall deliver to the successful bidder, and at the sole expense of the RDC, an owner’s title policy in the customary form, issued by a title insurance company designated by the RDC, covering the Property to be sold in the amount of the sale price to the successful bidder and showing title in the name of the City of Bloomington. Title to this portion of the Property will be conveyed by special warranty deed.
12. **Site Visit.** Potential bidders interested in touring the Property should email Danise Alano-Martin at alanod@bloomington.in.gov to schedule a time. Site visit requests shall be submitted by 5:00 pm EST on Friday, November 13, 2015. Requests received after this deadline may not be accommodated.

**15-75**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AMENDED PROJECT REVIEW AND APPROVAL FORM REGARDING 10<sup>th</sup>**  
**STREET REALIGNMENT**

**WHEREAS**, on August 18, 2015, the City of Bloomington (“City”) brought the Redevelopment Commission of the City of Bloomington (“RDC”) a Project Review and Approval Form (“Form”) which sought the support of the RDC regarding the first phase of infrastructure improvements in the Certified Tech Park (“Project”); and

**WHEREAS**, the RDC approved that Form with RDC Resolution 15-60; and

**WHEREAS**, one step of the Form was “Complete Design, Construction Documents” pursuant to a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”); and

**WHEREAS**, the RDC approved the contract with Anderson + Bohlander with RDC Resolution 15-06; and

**WHEREAS**, the Form as presented to the RDC did not include a final geotechnical report and pavement design; and

**WHEREAS**, the City has brought the RDC an Amended Project Review and Approval Form (“Amended Form”) which reflects this step of the project; and

**WHEREAS**, a copy of the Amended Form is attached to this Resolution as Exhibit A

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

1. The Redevelopment Commission reaffirms that the Project, as set forth in more detail in the attached Amended Form, constitutes the construction and installation of improvements, rather than continuing maintenance.
2. The Redevelopment Commission reaffirms that the Project has a valid public purpose, and approves the Project.

3. The expenditure of funds is not approved by this Resolution. Any previous approval of funding relating to this Project is unaffected by this Resolution. Additional funding that is necessitated by the Amended Form will be approved separately.

BLOOMINGTON REDEVELOPMENT COMMISSION

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David Walter, President

ATTEST:

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Elizabeth Kehoe, Secretary

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Date

City of Bloomington  
Redevelopment Commission  
**AMENDED** Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** CTP – First Phase Infrastructure Improvements (10<sup>th</sup> Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

**Project Manager:** Danise Alano-Martin with Andrew Cibor

**Project Description:** This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include the realignment of 10<sup>th</sup> Street, North-South alley improvements, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Staff believes this will have an impact on the CTP in at least two ways:

1. These infrastructure improvements will position the CTP to be a catalyst for economic development in the future.
2. The realignment of 10<sup>th</sup> Street will help give the Trades District a sense of place, helping it stand apart from the rest of the City.

This project is a permissible use of Tax Increment.

**Project Timeline:**

Start Date: September 2014  
 End Date: Spring 2017

**Financial Information:**

Estimated full cost of project:	~\$4.9M (construction); \$334,885 (design contract); TBD (ROW and other property costs)
Sources of funds ( <b>bold</b> = primary):	<b>975 - 2011 Downtown Redev Bond</b>
	<b>430 - Certified Technology Park Fund</b>
	439 – Consolidated TIF
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

**Project Phases:** This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Timeline
1	Complete Design, Construction Documents	Contract approved by Res. 15-06: \$334,845 <b>AMENDMENT: Additional \$6,500 to design contract (for finalizing geotech work initiated with Utility Master Plan); requires written approval to add to contract which was approved by Res.15-06</b>	By Nov/Dec 2015
1a	Certified electrician services to assess utility transition needs and costs for adjacent property owners	TBD	Initiate Aug 2015 – complete by Nov/Dec 2015.
1b-g	ROW dedication/acquisition; construction easements; property disposition; surveying, platting	TBD	By Nov/Dec 2015. RDC approves any Notice of Offering, property donations or acquisition agmts; contracts
2	Let Bids		Dec 2015/Jan 2016
3a-b	Construction & Construction Management	~\$4.9M –conceptual estimate does not yet include final value engineering or final est. for utility relocations; includes possible bid alternates	2016 through early 2017 (RDC approves contracts)

*To Be Completed by Redevelopment Commission Staff:*

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

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

**15-76  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF THE ADDENDUM TO AGREEMENT FOR CONSULTING  
SERVICES BETWEEN THE CITY OF BLOOMINGTON AND ANDERSON +  
BOHLANDER, LLC FOR THE 10TH STREET REALIGNMENT AND OTHER  
INFRASTRUCTURE DESIGN PROJECT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, as part of the redevelopment of the CTP (which is now known as The Trades District), the City desired to: (1) realign West 10th Street between North Rogers Street and North Morton Street, (2) redesign the north-south alley from 10th Street to 11th Street, (3) improve the intersection of 10th Street and North Morton Street, and (4) provide a parking lot south of 10th Street (collectively, the “Project”); and
- WHEREAS, on February 17, 2015, the RDC approved a contract with Anderson + Bohlander, LLC (“Anderson + Bohlander”) to design the improvements that will constitute the Project, to prepare the construction documents necessary for the competitive bid process and the construction of the Project, to create an identity for the CTP and 10<sup>th</sup> Street, and to coordinate with potential development partners within the CTP (“Services”); and
- WHEREAS, the contract with Anderson + Bohlander for the Services (“Contract”) was not to exceed \$334,845.00, and it contemplated the possibility of Anderson + Bohlander providing additional services beyond those specified in the Contract; and
- WHEREAS, in contemplation of the possibility of Anderson + Bohlander providing additional services beyond those specified in the Contract, Resolution 15-06 provided: “In the event that the City’s project manager finds that it is desirable to have Anderson + Bohlander provide additional services, as referenced in the Contract, the RDC will evaluate such a proposal at that time”; and

WHEREAS, the City finds it desirable for Anderson + Bohlander to provide additional geotechnical services and pavement design to ensure proper pavement structure of the realigned 10th Street (“Additional Services”); and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form which adds these additional geotechnical services and pavement design to the project; and

WHEREAS, Anderson + Bohlander proposes to perform the Additional Services, as described more fully on the Proposal for Professional Services from Earth Exploration, Inc., which is attached to this Resolution as Exhibit A for \$6,500.00; and

WHEREAS, there are sufficient Bond funds to pay for the Additional Services; and

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

1. The RDC finds the Additional Services are an appropriate use of the Bond, and finds that the Additional Services serves the public’s best interests.
2. The RDC notes that in Resolution 15-06 it approved a payment not to exceed \$334,845.00 from the Bond funds (Fund 975-15-150000-53990) to pay for the Contract with Anderson + Bohlander, and that this funding approval expires on December 31, 2015, unless extended pursuant to the Agreement and approved by the RDC.
3. In addition to the funding authorization in Resolution 15-06, the RDC approves the payment of an amount not to exceed \$6,500 from the Bond funds for the Additional Services. This funding authorization shall begin the date of execution of the Addendum to Agreement for Consulting Services (“Addendum”), which is attached to this Resolution as Exhibit B, and conclude December 31, 2015, unless extended under the Agreement and approved by the RDC.

4. The RDC hereby authorizes David Walter to sign the Addendum with Anderson + Bohlander on behalf of the RDC.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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David Walter, President

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Elizabeth Kehoe, Secretary

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Date

September 16, 2015

Mr. Jon Bohlander, PLA  
Anderson+Bohlander, LLC  
1 North Meridian Street, Suite 902  
Indianapolis, Indiana 46204



7770 West New York Street  
Indianapolis, IN 46214-2988  
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street  
Niles, MI 49120  
269-262-4320 or 574-233-6820  
(FAX) 269-262-4479

Re: Proposal for Professional Services  
Final Geotechnical Report and Pavement Design  
Certified Technology Park  
Bloomington, Indiana  
EEI Project No.: 1-14-241

Dear Mr. Bohlander:

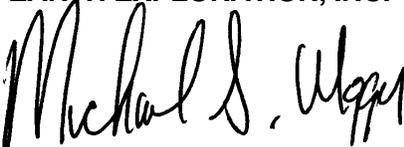
As you are aware, we had completed a preliminary geotechnical evaluation for Eagle Ridge Civil Engineering Services, LLC as part of their contract in 2014. The scope of the field and laboratory programs was based on conceptual plans provided by them at that time. We understand that those concepts have carried forward into your contract and that Crawford, Murphy & Tilly, Inc. (CMT) is preparing details related to the roadway and utilities. For completeness, we have been asked to review those details, finalize our geotechnical report in light of those details, and prepare a pavement design. For the pavement design, we understand that a new Portland cement concrete section is planned for 10<sup>th</sup> Street, Madison Street, and an alley. No other pavement types will be considered, and no additional field work or laboratory testing is included in our scope.

We propose to provide our services on a lump sum basis in accordance with the attached General Terms & Conditions. We have estimated the cost for completing these services to be \$6,500. If any significant variation develops during the course of the evaluation, we will advise you so that our efforts can be effectively directed.

Thank you for the opportunity. Should you have any questions about this information, feel free to contact us. As formal authorization to proceed, please sign below and return to our office.

Sincerely,

**EARTH EXPLORATION, INC.**



Michael S. Wigger, P.E.  
Vice President

STR

Mr. Jon Bohlander, PLA  
Anderson+Bohlander  
Certified Technology Park – Bloomington, IN

September 16, 2015  
Page 2

**ACCEPTANCE OF EEI PROPOSAL**

Accepted by (Signature) \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

Representing \_\_\_\_\_

Date \_\_\_\_\_



## EARTH EXPLORATION, INC. GENERAL TERMS AND CONDITIONS

### I. FEES FOR PROFESSIONAL SERVICES

Services will be invoiced as indicated on the attached proposal and its attached fee schedule and other attachments. ALL TIME, including travel hours, spent on the project by professional, technical and clerical personnel will be invoiced. Unless otherwise stated, any cost estimate presented in our proposal is for budgeting purposes only and is not a fixed lump-sum bid. Only those costs incurred to complete a project regardless if they are less or greater than the cost estimates will be invoiced unless prior written notification is received to stop work. If it is apparent that the budgetary estimate is not sufficient to complete the project in a satisfactory manner, the client will be advised as soon as practical. Earth Exploration, Inc. (EEI) reserves the right to escalate the rates on time and material contracts to account for increases in its direct or indirect costs, if work extends beyond the 365 calendar days from the date of the authorization to proceed.

### II. SCOPE OF WORK AND TIME LIMIT

The attached proposal is valid for a period of 60 days from the proposal date. The scope of work is as identified in the proposal. If acceptance and authorization to proceed with the work is not received within 60 days, EEI reserves the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of work. EEI reserves the right to renegotiate the proposal should the client choose to alter the scope of work from that presently indicated in the proposal.

### III. RIGHT OF ENTRY

Unless otherwise agreed, the client will furnish right-of-access on the land for EEI to perform the required explorations or other necessary investigations. EEI will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in the fee the cost for restoration of damage which may result from our operations. If the client desires EEI to restore the land to its former condition, this will be accomplished, and the cost will be added to the fee.

### IV. UTILITIES

In the performance of our work, EEI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold EEI harmless for any damages to subterranean structures which are not called to our attention and correctly shown on any plans furnished.

### V. INVOICES AND PAYMENTS

Invoices will be submitted once a month and payment is due Net 30 Days from date on the invoice. A 1½ percent per month service charge will be added to all accounts more than 30 days past due. In the event that EEI shall be successful in any suit for damages for breach of this agreement, including nonpayment of invoices, or to enforce this agreement or to enjoin the other party from violating this agreement, EEI shall be entitled to recover as part of its damages its reasonable legal costs and expenses for bringing and maintaining any such action.

### VI. SAMPLES

All samples of soil and rock, which remain after testing, will be discarded 60 days after submission of our report unless otherwise directed by the client. Upon request, we will deliver samples to the client, shipping charges collect on delivery, or we will store them for an agreed charge.

### VII. INSURANCE

EEI maintains the following insurance in the amounts indicated:

TYPE	LIMITS
<b>GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products-Comp/Op Aggregate	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
<b>AUTOMOBILE LIABILITY</b>	
Combined-Single Limit	\$1,000,000

<b>EXCESS LIABILITY (Umbrella)</b>	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
<b>WORKER'S COMPENSATION &amp; EMPLOYER'S LIABILITY</b>	
Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000
<b>PROFESSIONAL LIABILITY</b>	
Each Claim & Aggregate	\$3,000,000
<b>POLLUTION LIABILITY</b>	
Each Claim	\$2,000,000
Aggregate	\$2,000,000

Insurance certificates will be furnished on request. Within the limits of said insurance, we agree to save the client harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors, and their employees and agents. If the client's contract or purchase order places greater responsibility upon EEI, or requires further insurance coverage, we if specifically directed by the client, will obtain additional insurance (if procurable), at the client's expense; but we shall not be responsible for property damage for any cause, including fire and explosion, beyond the amount and coverage of our insurance. In addition, we require that EEI be named as an additional insured in any hold-harmless agreements against third party suits between the client or owner and any contractor who may perform work in connection with any study or report prepared by EEI.

### VIII. STANDARD OF CARE

Our professional services will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering/environmental services profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering/environmental services.

### IX. LIMITATION OF PROFESSIONAL LIABILITY

The client agrees to limit any and all liability or claim damages, costs of defense, or expenses to be levied against EEI, to a sum not to exceed \$50,000, or the amount of our fee, whichever is greater, on account of any design defect, error, omission, or professional negligence. Further, the client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by EEI of such limitation of liability for design defects, errors, omissions, or professional negligence, and requires as a condition precedent to their performing the work a like limitation of liability of their part as against EEI. In the event that the client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, availability of the client and EEI, to such contractor or subcontractor arising out of a design defect, error, omission, or professional negligence, shall be allocated between the client and EEI in such a manner that the aggregate liability of EEI for such a design defect to all parties, including the client, shall not exceed \$50,000 or the amount of our fee, whichever is greater.

### X. SAFETY

Any construction review of the contractor's performance conducted by EEI is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The contractor will be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

### XI. PROPRIETARY INFORMATION

The ideas or other information contained in the proposal may be proprietary and shall not be disclosed to any parties outside of the client's representative or owner, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the client shall have the right to duplicate, use, or disclose to the extent provided through a written agreement with EEI.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**ANDERSON + BOHLANDER, LLC (“Consultant”)**

This Addendum amends the Agreement for Consulting Services (“Agreement”) with Anderson + Bohlander, LLC (“Consultant”) for consulting services related to the 10<sup>th</sup> Street Realignment Project in the Certified Technology Park, entered into on February 20, 2015, as follows:

1. Article 5 currently states: “The total compensation paid, including all reimbursable costs such as travel and printing, shall not exceed the amount of **\$334,845.**” (emphasis in original). This shall be amended to state: “The total compensation paid, including all reimbursable costs such as travel and printing shall not exceed the amount of **\$341,345.**”
2. Article 5 also states, “Additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred.” (emphasis in original). The City authorizes the addition of geotechnical services and pavement design to the services set forth in Exhibit A.

3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, this Agreement is duly executed on the last date  
written below.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Mark Kruzan, Mayor

Date \_\_\_\_\_

**Anderson + Bohlander, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date \_\_\_\_\_

**BLOOMINGTON REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
Name: David Walter, President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: Elizabeth Kehoe, Secretary

Date: \_\_\_\_\_

**15-77**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**TO AMEND THE OFFER TO PURCHASE REGARDING 1724 S. WALNUT STREET**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among other things, the development of the Switchyard Park, and

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and

WHEREAS, on August 3, 2015, the RDC approved Resolution 15-57, which instructed Staff to make an offer to purchase 1724 S. Walnut Street (“Property”) for \$475,000 in the form and manner best determined by City Staff, with the offer contingent upon (among other things) the RDC’s satisfaction with the environmental conditions of the Property; and

WHEREAS, City Staff made an offer to purchase the Property for \$475,000, which provided the Redevelopment Commission with 75 days from the acceptance of the offer by the Seller to obtain environmental reviews of the Property, and to present them to the RDC for the RDC’s approval; and

WHEREAS, the Seller accepted the City’s offer on August 6, 2015; and

WHEREAS, a copy of the Seller’s acceptance is attached to this Resolution as Exhibit A; and

WHEREAS, 75 days after August 6, 2015 is October 20, 2015; and

WHEREAS, City Staff is working with its environmental consultant and the Indiana Department of Environmental Management to understand both the environmental conditions of the Property and the ramifications of those conditions on the potential redevelopment of the Property; and

WHEREAS, City Staff anticipates having a sufficient understanding of the environmental conditions of the Property and the ramifications of those conditions on the redevelopment of the Property to present those findings to the Redevelopment Commission on or before November 2, 2015.

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

1. Extending the time period for the Redevelopment Commission to address and satisfy the Environmental Conditions contingency (as addressed in Section 2.3 of Exhibit A) and for the Redevelopment Commission to approve the purchase (as addressed in Section 2.10 of Exhibit A) from October 20, 2015 to November 5, 2015 is in the best interest of the Redevelopment Commission and the City.
2. The Redevelopment Commission authorizes David Walter to sign the Amendment to Purchase Agreement that is attached to this Resolution as Exhibit B. City Staff is authorized to submit the signed Amendment to Purchase Agreement to the Seller's realtor.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

David Walter, President

ATTEST:

---

Elizabeth Kehoe, Secretary

---

Date

## OFFER TO PURCHASE REAL ESTATE

The Redevelopment Commission of the City of Bloomington, Indiana, an Indiana municipal corporation ("Buyer"), offers to purchase from William and Brenda Lutgens ("Sellers"), the following real estate located in Monroe County, Indiana:

Parcel No.	Address *	Legal Description	Acreage
53-08-09-200-045.000-009	1724 S. Walnut Street, Bloomington, IN 47401	015-33575-00 PT NW NW 9-8-1W .49A & .319A Plats 93 & 66	0.82

(hereinafter referred to as the "Real Estate") for **Four Hundred Seventy Five Thousand Dollars (\$475,000)** (the "Purchase Price"), subject to the following amended written terms and conditions:

1. **Payment.** The entire Purchase Price shall be payable at closing.
2. **Conditions of Offer.** In addition to other provisions of this Offer, the Buyer's obligations hereunder are subject to satisfaction of the following conditions unless waived in writing in whole or in part by Buyer:
  - 2.1 **No Encroachment.** All improvements on the Real Estate shall be located entirely within the bounds of the Real Estate and there will be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
  - 2.2 **Title Evidence and Insurance.** Sellers shall provide, at Sellers' expense, a commitment for an owner's title insurance policy satisfactory to Buyer insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title in Sellers. Buyer shall notify Sellers within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Buyer subject only to:
    - a. Taxes which Buyer has agreed to pay pursuant to Paragraph 2.9 herein, and any other assessments which Buyer has agreed in writing to pay;
    - b. Liens which Buyer has agreed in writing to pay;
    - c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and
    - d. Recorded easements which Buyer has agreed in writing to pay.
  - 2.3 **Environmental Conditions.** Buyer may obtain, at its sole expense, one or more environmental reviews of the Real Estate. In the event that Buyer obtains one or more environmental reviews of the Real Estate, this offer is contingent upon the Redevelopment Commission of the City of Bloomington, Indiana's

(“Redevelopment Commission”) satisfaction with the environmental conditions of the Real Estate. The Buyer shall have seventy-five (75) days following acceptance of the offer by Seller to obtain environmental reviews of the Real Estate and submit them to the Redevelopment Commission for its review. In the event that the Redevelopment Commission, in its sole discretion, is not satisfied with the environmental conditions of the Real Estate, the offer to purchase is rescinded and the sale is terminated.

**2.4 Representations and Warranties.** Sellers represent and warrant to the Buyer, and shall be deemed to represent and warrant to the Buyer on the closing date, that, as of the closing date and to the best of Sellers’ knowledge and belief:

2.4.1 Sellers have not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;

2.4.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Sellers’ ownership thereof;

2.4.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanics’, materialmen’s or other liens affecting the Real Estate or any portion thereof;

2.4.4 Prior to the closing, Sellers shall not sell, assign, transfer, lease sublease encumber or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Buyer’s prior written consent, nor shall Sellers amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Buyer’s prior written consent;

2.4.5 Sellers know of no facts nor have Sellers misrepresented or failed to disclose any fact which would prevent the Buyer from using and operating the Real Estate after closing for park purposes, or which would materially adversely affect the value of the Real Estate; and

2.4.6 Sellers shall deliver possession of the Real Estate to the Buyer on the closing date, free and clear of all rights and claims of any other party to the possession, use, ownership or control of the Real Estate except as agreed to by Buyer in writing.

**2.5 Right to Inspect.** Buyer and its representatives shall have the right to enter upon the Real Estate and conduct all tests and examinations which they deem necessary, including any environmental evaluations, unless otherwise stated. Buyer shall give Sellers reasonable notice of its intent to enter upon the Real

Estate. The right to inspect shall terminate seventy-five (75) days after Buyer's receipt of Sellers' acceptance of this Offer. Buyer, at Buyer's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Buyer's inspections, testing or environmental reviews no later than prior to closing or fourteen (14) days following termination of this Agreement.

- 2.6 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Sellers' knowledge and belief, no such action or proceeding is or shall be threatened.
- 2.7 **Zoning and Planning Approval.** Buyer shall be able to procure all necessary zoning subdivision, and other authorizations and permits, including, but not necessarily limited to, subdivision approval, improvement location permits, special exception permits, building permits, sign permits, utility connection permits and curb-cut or driveway access permits. All applications to secure such permits shall be at the sole expense of the Buyer, but Sellers shall cooperate with Buyer to obtain the same and shall execute all applications, petitions or consents necessary for such purpose or for the purpose of obtaining any necessary changes in zoning, zoning variances, special exceptions or other necessary special zoning authorizations. The cost of making and processing all petitions or applications for such authorizations shall be paid by Buyer. All zoning and planning approvals must be completed within seventy-five (75) days following acceptance by Sellers of this Offer.
- 2.8 **Real Estate Taxes.** Sellers shall pay all real estate taxes assessed prior to or in 2014 payable before or in 2015. The taxes assessed in 2015 payable in 2016 shall be pro-rated to the date of Closing.
- 2.9 **Survey.** Buyer may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Buyer showing the location of all improvements, encroachments and easements located thereon. Buyer shall bear the expense of the survey.
- 2.10 **Redevelopment Commission Approval.** This offer is contingent upon approval of the purchase of the Real Estate by the Redevelopment Commission. In the event that the Redevelopment Commission, in its sole discretion, does not approve the purchase within seventy-five (75) days following acceptance of the offer by Seller, the offer to purchase is rescinded and the sale is terminated.
- 2.11 **Charitable Donation.** Buyer will work with Seller to execute any documentation required by the United States Internal Revenue Service (IRS) to substantiate the donation to Buyer and the tax exempt status of Buyer, including IRS Form 8283.

2.12 **Personal Property.** Seller will remove all debris, restaurant fixtures, and restaurant furnishings from the Real Estate prior to Closing.

3. **Risk of Loss.** Sellers shall bear the risk of loss or damage to the Real Estate occurring subsequent to the acceptance of this Offer and until delivery of the deed. If damage occurs and the damage cannot be repaired for an amount not to exceed ten percent (10%) of the Purchase Price, either party may cancel this Agreement.

4. **Default.** If Sellers, through no fault of Sellers, are unable to convey marketable title as required by this Offer, and the defect or defects are not waived by Buyer, Sellers' sole obligation shall be to return promptly any sums expended by Buyer for the survey; provided, however, Buyer shall have the right to pay and satisfy any existing liens not otherwise assumed by Buyer and deduct that amount from the Purchase Price. If Sellers refuse to perform as required, then the Buyer may pursue all available legal and equitable remedies.

If Buyer refuses to perform as required by this Offer, then Sellers may elect either to pursue all available legal or equitable remedies or to declare a forfeiture hereunder.

5. **Closing and Possession.** Closing shall take place at time, date and location agreed upon by the Parties. At Closing, Sellers shall deliver to Buyer an executed Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Offer, together with an executed Vendor's Affidavit in a form acceptable to Buyer. Possession of the Real Estate shall be delivered to the Buyer on the date of Closing.

6. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

7. **Duration of Offer.** This Offer shall expire if written acceptance endorsed hereon is not delivered by Sellers on or before 5:00 p.m., on Friday, August 7, 2015.

This Offer may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Offer may be transmitted between them by electronic mail, facsimile machine or other electronic means. The parties intend that faxed signatures and electronic digital signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered if requested.

**BUYER:**

**REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**

By: 

\_\_\_\_\_  
Margie Rice, Corporation Counsel

Date: 8-4, 2015

**ACCEPTANCE OF OFFER**

The above Offer is accepted at 10:00 a.m. August 6, 2015.  
Receipt of a signed copy of this Offer is acknowledged.

**SELLERS:**

William Lutgens  
William Lutgens

Brenda M Lutgens  
Brenda Lutgens

Date: 8/6/15, 2015



# AMENDMENT TO PURCHASE AGREEMENT

1 Date: October 1, 2015

2 This Amendment is attached to and made a part of Purchase Agreement dated July 31, 2015,

3 on property known as Wee Willies - 1724 S Walnut Street

4 Bloomington, Indiana,

5 Zip 47403 (the "Property").

6 It is mutually agreed to amend Purchase Agreement as follows: (check appropriate paragraph letter)

7  A. The time for making application(s) for financing necessary to complete the transaction, or approval of mortgage assumption, is  
8 extended to \_\_\_\_\_.

9  B. The time for obtaining favorable commitment(s) for financing necessary to complete the transaction, or approval of mortgage  
10 assumption, is extended to \_\_\_\_\_.

11  C. The time for closing the transaction is extended to \_\_\_\_\_.

12  D. The time that Seller may retain possession of the Property is changed to \_\_\_\_\_.

14  E. The time for making any responses to inspections is extended to \_\_\_\_\_.

15  F. The time for delivering homeowner association/condominium documents is extended to \_\_\_\_\_.

16  
17  G. Other changes in the Purchase Agreement: The time frame for buyer to address and satisfy the  
18 Environmental Conditions contingency as addressed in Section 2.3 and for the Buyer to approve  
19 the purchase as addressed in Section 2.10 of the purchase agreement, shall be extended to  
20 November 5, 2015. All other terms and conditions remain unchanged.  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_

29 All other terms and conditions of the Purchase Agreement remain unchanged.

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

34 By signature below, the parties acknowledge receipt of a signed copy of this Amendment.

35 \_\_\_\_\_  
36 BUYER'S SIGNATURE DATE

37 \_\_\_\_\_  
38 PRINTED

39 \_\_\_\_\_  
40 SELLER'S SIGNATURE DATE

41 Bill Lutgens  
42 PRINTED

\_\_\_\_\_  
BUYER'S SIGNATURE DATE

\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
SELLER'S SIGNATURE DATE

Brenda Lutgens  
PRINTED



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