AGENDA REDEVELOPMENT COMMISSION June 30, 2025, at 4:00 p.m. Bloomington City Hall, 401 North Morton Street McCloskey Conference Room, Suite 135

https://bloomington.zoom.us/j/86407426632?pw d=ssKCoTRWHgkGkj14Tikopg72tooF7h.1

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I. ROLL CALL

II. NEW BUSINESS

- A. Resolution 25-84: Rejection of bids from second public offering for Hopewell South (Blocks 9 & 10)
- B. Resolution 25-85: Approval of agreement with Flintlock Lab for comprehensive and coordinated design of Hopewell South, blocks 9 & 10

III. BUSINESS/GENERAL DISCUSSION

IV. ADJOURNMENT

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call <u>812-349-3429</u> or e-mail <u>human.rights@bloomington.in.gov</u>.

25-84 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

REJECTING ALL BIDS FROM SECOND PUBLIC OFFERING FOR HOPEWELL SOUTH (BLOCKS 9 AND 10)

- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site ("Hopewell Project"), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site;
- WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;
- WHEREAS, in Resolution 23-73, the RDC authorized the public offering of Hopewell South parcels;
- WHEREAS, that offer was issued in accordance with the requirements of Indiana Code § 36-7-14-22 and two bids were received;
- WHEREAS, a second, revised, updated offer was published and disseminated in accordance with the requirements of Indiana Code § 36-7-14-22 and pursuant to Resolution 24-65;
- WHEREAS, two bids were received on the second offering; and,
- WHEREAS, the bids received do not appropriately serve the goals and vision for Blocks 9 and 10 of Hopewell South.

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

- 1. The RDC reaffirms its support for the Hopewell Project.
- 2. The RDC finds that the two bids received from the second public offering of Hopewell South, Blocks 9 and 10, are not within the vision and goals for said Blocks.
- 3. The RDC hereby rejects any and all bids from the second offering of Hopewell South, Blocks 9 and 10.

BLOOMINGTON REDEVELOPMENT COMMISSION

Sue Sgambulleri, Vice President

ATTEST:

John West, Secretary

Date

25-85 RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH FLINTLOCK LAB FOR COMPREHENSIVE AND COORDINATED DESIGN OF HOPEWELL SOUTH, BLOCKS 9 AND 10

- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form ("Form") for a project to envision reuse of the Legacy IU Health Bloomington Hospital Site ("Hopewell Project"), and element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site;
- WHEREAS, the RDC approved the purchase of the Hopewell Project in Resolution 18-31;
- WHEREAS, in Resolution 23-73, the RDC authorized the public offering of Hopewell South Blocks 8, 9 and 10;
- WHEREAS, a second, revised, updated offer authorized by the RDC for public offering of Hopewell South Blocks 9 and 10;
- WHEREAS, by Resolution 25-84, any and all bids for Hopewell South Blocks 9 and 10 as they did not appropriately serve the goals and vision for Blocks 9 and 10 of Hopewell South;
- WHEREAS, the RDC has determined that a different course of action for Blocks 9 and 10 of Hopewell South is necessary as the existing plan is not achievable;
- WHEREAS, City Staff has negotiated with Flintlock Ltd. Co. for a new comprehensive and coordinated design of Blocks 9 and 10 of Hopewell South;
- WHEREAS, Flintlock Ltd. Co. appears to be well suited to perform the services outlined in Attachment 1 for a not to exceed fee of Three Hundred Thousand Dollars (\$300,000.00); and,
- WHEREAS, the RDC has determined that the payment for such services is an appropriate use of TIF funds and will further the public's best interests and redevelopment of Hopewell South.

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

- 1. The RDC reaffirms its support for the Hopewell South Blocks 9 and 10 Project.
- 2. The RDC finds that the proposal by Flintlock Ltd. Co., in an amount not to exceed (\$300,000.00) is an appropriate use of TIF funds and shall be paid from Fund 4445-15-159001-53990.
- 3. The RDC finds that the agreement with Flintlock Ltd. Co.in Attachment 1 will further the public's best interests and redevelopment of Hopewell South and is hereby approved.
- 4. The RDC authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Sue Sgambulleri, Vice President

ATTEST:

John West, Secretary

Date

Attachment 1

AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENTCOMMISSION AND FLINTLOCK LTD. CO. FOR COMPREHENSIVE AND COORDINATED DESIGN FOR HOPEWELL SOUTH, BLOCKS 9, AND 10

THIS AGREEMENT (the "Agreement") is entered into by and between the RDC of Bloomington Redevelopment Commission ("RDC") and Flintlock Ltd. Co. ("Contractor") (collectively the "Parties").

1. <u>Scope of Services</u>. Contractor shall provide the services for the RDC as outlined in pages 7 through 12, including all listed additional services of the **Exhibit A** (the "Services" or "Scope of Services"). Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.

2. Effective Date, Term and Termination.

- **a.** <u>Effective Date</u>. The effective date for this contract is the date last entered in the signature blocks below.
- **b.** <u>Term</u>. This Agreement shall commence on the effective date and expire on the 31st day of December, 2026.
- c. <u>Termination</u>. In the event of a party's failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth below.
- **3.** <u>Compensation.</u> Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed the amount of Three Hundred Thousand Dollars (\$300,000) Dollars as outlined on page 13 of Exhibit A. Contractor shall submit an invoice to the RDC upon the completion of all Services. The

invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in **Exhibit A**, shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.

- 4. <u>Retainage.</u> [This Section Intentionally Left Blank]
- 5. <u>Standard of Care</u>. Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The RDC shall be the sole judge of the adequacy of Contractor's work in meeting such standards. However, the RDC shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.
- 6. <u>Responsibilities of the RDC.</u> The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Director of the Department of Housing and Neighborhood Development shall act on the RDC's behalf with respect to this Agreement.
- 7. <u>Appropriation of Funds.</u> If funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.
- **8.** <u>Schedule.</u> Contractor shall perform the Services diligently and in cooperation with RDC staff.
- **9.** <u>Identity of Contractor</u>. Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor and those entities identified in Exhibit A. Contractor shall not subcontract to any non-listed entity any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any proposed sub-Contractors, and the Department reserves the right to request that acceptable replacement sub-contractors be assigned to the project.
- 10. <u>Ownership of Documents and Intellectual Property.</u> All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the Department. Contractor shall

retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

- 11. <u>Independent Contractor Status.</u> Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the RDC. Contractor is solely responsible for the payment and reporting of its employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.
- 12. <u>Indemnification</u>. Contractor shall indemnify and hold harmless the RDC, its officers, members, employees and agents from any and all claims, actions, causes of action, demands, damages, losses, liabilities, judgments and liens arising out any intentional, reckless or negligent act or omission of the Contractor and/or any of its officers, agents, officials, employees, or subcontractors, or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to RDC or has used in connection with this Agreement, or arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, officials, employees or subcontractor's knowledge or consent. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

- **13.** <u>**Insurance.**</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
 - **a.** Comprehensive General Liability Insurance.
 - i. \$1,000,000 for each occurrence;
 - ii. \$1,000,000 personal injury and advertising injury;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$2,000,000 general aggregate.
 - **b.** Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.
 - **c.** Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
 - **d.** Umbrella/Excess Liability with a required limit of \$1,000,000.
 - e. Cyber Attack and Cyber Extortion.

- i. Computer Attack Limit (Annual Aggregate) of \$1,000,000;
- ii. Sublimit (Per Occurrence) for Cyber Extortion of \$100,000; and
- iii. Computer attack and Cyber Extortion deductible (per occurrence) of \$10,000.
- **f.** Network Security Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (per occurrence) of \$10,000.
- g. Electronic Media Liability.
 - i. Limit (Annual Aggregate) of \$1,000,000; and
 - ii. Deductible (Per Occurrence) of \$10,000.
- h. Fraudulent Impersonator Coverage.
 - i. Limit (Annual Aggregate) of \$250,000; and
 - ii. Deductible (Per Occurrence) of \$5,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the RDC and the City of Bloomington, which includes its officers, employees and agents, as additional insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the RDC's will be called upon to contribute to a loss hereunder.

Contractor shall provide a Certificate of Insurance showing each insurance policy to the RDC prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the RDC within ten (10) days. Approval of the insurance by the RDC shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC's required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at its election to terminate the Agreement.

- 14. <u>Conflict of Interest.</u> Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- **15.** <u>Waiver.</u> No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 16. <u>Severability</u>. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not

prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

- **17.** <u>Assignment.</u> Neither the RDC nor the Contractor may assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- **18.** <u>Third Party Rights.</u> Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.
- **19.** <u>Governing Law and Venue.</u> This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.
- **20.** <u>Non-Discrimination</u>. Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the RDC prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the RDC. If Contractor believes that a RDC employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the RDC Department head in charge of the Contractor's work, and/or with the human resources department. The RDC takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any RDC employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- **21.** <u>Compliance with Laws.</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor signed the Contract Compliance Requirements which is attached as **Exhibit B**.
- 22. <u>E-Verify.</u> Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit C**. Contractor shall maintain on file all subcontractors' e-verify certifications throughout the term of this Agreement.
- **23.** <u>Non-Collusion</u>. Contractor affirms under penalties for perjury that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor

prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

24. <u>Notices.</u> Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

TO RDC:	TO CONTRACTOR:
Bloomington Redevelopment Commission	Flintlock Ltd. Co.
Attn: Director of the Department of Housing and Neighborhood Development	Attn: Allison Quinlan
401 North Morton Street, Suite 130	512 North Mission Boulevarde
Bloomington, Indiana 47404	Fayetteville, Arizona 72701

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and Contractor.

- **25.** <u>Integration and Modification</u>. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement
 - **b.** All Exhibits.
 - **c.** All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of RDC and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to RDC shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

- 26. Living Wage Ordinance. In the event that Contractor is considered a "covered employer" Contractor is obligated to pay at least a living wage to its covered employees in accordance with the City of Bloomington Ordinance 2.28, as that ordinance is written and amended from time to time. Contractor executed the Living Wage Ordinance Affidavit which is attached as Exhibit D. Contractor shall post the Living Wage Poster provided to Contractor by the City of Bloomington Legal Department in prominent areas of Contractor's facilities frequented by their covered employees.
- 27. <u>Intent and Authority to Bind</u>. This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, their successors and assigns, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.
- IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

Bloomington Redevelopment Commission BY: Flintlock Ltd. Co. BY:

Sue Sgambulleri, Vice President

ATTEST:

Allison Quinlan, Principal and Project Lead

Date

John West, Secretary

Date

flintlocklab

GRIFFIN DESIGN, LLC

KRONBERG URBANISTS ARCHITECTS



HOUSING OPTIONS MADE EASY A CALIBRATED DEVELOPMENT CATALOG BLOOMINGTON, INDIANA

MAY 2025

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Allison Quinlan

Flintlock LAB, Principal + Project Lead 512 N Mission Blvd Fayetteville, AR 72701 atq@flintlocklab.com 479.305.4807



UNDERSTANDING OF PROJECT SCOPE

The City of Bloomington's Hopewell Neighborhood redevelopment offers a catalytic opportunity to pilot development in a new way: by locals, and for locals. Guided by the 2021 Hopewell Master Plan's goals for walkability, equity, sustainability, and connectivity, this proposal outlines a comprehensive scope of work for redeveloping the Hopewell South (Blocks 9-10) as a pilot project.

Our vision provides a comprehensive and coordinated design for the initial pilot blocks that would allow small- to mid-size local builders to tackle their development: democratizing neighborhood development through coordinated design and policy. The initial scope will provide a comprehensive site design: yielding all design required for shovel ready projects quickly and in an approach that scales not only to the later blocks of Hopewell but to the wider city: calibrated to the side and rear yard infill opportunities of Bloomington's most desirable neighborhoods.

Crucially, this redevelopment directly addresses Bloomington's housing crisis and the shortage of attainable homes for young professionals and other residents. Bloomington faces a severe housing affordability challenge – over 60% of renter households and nearly 30% of homeowners are cost-burdened, paying more than 30% of income on housing. While recent development has added housing, many new units have been designed specifically as student housing, leaving young professionals struggling to find homes that are affordable and meet their needs.

In response, the Hopewell South project is geared toward providing a diverse mix of housing types at a range of price points, creating options for first-time homebuyers, the local workforce, and families – not just luxury apartments or student rentals. This pilot will demonstrate innovative solutions such as missing-middle housing (duplexes, fourplexes, cottage courts, etc.) that increase density and affordability while harmonizing with the scale of traditional neighborhoods.

The design team will work from block and street level down to individual lot: providing a plot plan of proposed lots to be platted by the city. Each lot will be provided with a coordinated construction site plan with a selected HOME catalog plan placed on the lot. Home arrangement along the street will be designed to maximize the overall completed streetscape and unit diversity mix goals, with a combination of typical small family homes facing the street combined with duplexes, townhouses, small multi-plexes, and cottage court arrangements. Utility connections, required easements, grading, and stormwater can be designed once prior to offering the lots with completed designs for development.

This strategic alignment between infrastructure connections, site design of lot layouts, coordinated design of homes from a pre-approved catalog allows the city to pilot increased density with known outcomes. A range of price points and unit types can be provided to model high-quality, mixed-income housing that supports Bloomington's ongoing transformation – a great new neighborhood for the 21st century that serves as a magnet for all Bloomington residents.

The redevelopment will be a nationally relevant model of how thoughtful urban design and publicprivate partnership can tackle housing attainability, reflecting best practices that make Hopewell a blueprint for a more equitable, livable, and resilient Bloomington.







This team is uniquely positioned to offer not only a flexible set of lovable single family and missing middle house plans, but a comprehensive scaffold of services to support their implementation success.

A successful permit-ready plans program requires beautiful, practical, and context-sensitive plans for a variety of units, thoughtful feasibility analysis to ensure intended outcomes, and effective plans for licensing, liability, roll-out to the community, and on-going implementation.

Permit-ready plans are pre-negotiated plans with neighbors, ensuring gentle density with desirable architecture. They are compliant with design guidelines and historic district standards. Selected plans must not only be appealing to neighbors and housing advocates, but practical to build, finance, and live in. Our diverse team of practitioners brings an unmatched breadth of knowledge and experience of incremental development, pre-approved building programs, and context sensitive small to middle-scale building designs to develop in Bloomington.

We can provide small-scale developer training in site design, code analysis, and pro-formas and financing strategies to maximize the impact of the program by building capacity in local small developers and providing on-going technical support to program implementers. We have a base of developers doing and teaching this kind of work, and providing long term technical assistance to developers as they implement these projects in their own communities. We value engagement with up-and-coming developers and working with them to ensure there is success in the use of these plans.

The following is an outline of our team's services to be provided under this proposed scope of work. We have built out a scope that fits our best understanding of Bloomington's needs, but we look forward to tailoring this scope with the City to customize to your specific needs.

We also understand and promote the idea of incremental change. We've proposed a scope of services intended to pilot these ideas quickly, so that later phases can be responsive to feedback and calibrate for best outcomes. Ideally, these initial Hopewell blocks offer the opportunity to test ideas that can be taken city-wide, and our scope as proposed accounts for this intended incremental growth.

However, our team has capacity and expertise to offer more extensive level of services in each category if the City would require or benefit from a greater level of support near term or in future stages of developing and maintaining the program. These services are outlined in the optional services for future program development. In working with other municipalities to develop their pre-approved building programs, we have found that elements of the optional scopes listed below to be of critical importance depending on the City's specific needs, capacity, and opportunities.

1. HOPEWELL SOUTH DETAILED LAND PLANNING

Detailed site design of blocks 9 - 10, yielding shovel-ready small development projects.

Block-Level Site Planning:

- Master plan the lot layout, unit mix, interior block access, and unit layouts within the three block pilot phase of Hopewell.
- The first phase parcels are +/- 6.5 acres and can be expected to yield +/- 100 175 units at our typical neighborhood density.
- The neighborhood design goal is to create a complete community with products for every cohort of demand, capturing as much market demand as possible while building a community for people of all ages and economic status. Targeted amenity commercial buildings and small missing middle housing units will be provided within the initial program at strategic corners.

Lot-Level Site Planning:

- Permit-ready Architectural Site plans including lot dimensions, setbacks, house layout, driveway, sidewalks, utility connections, meter locations, AC condenser locations, fencing extents, and easements (as required)
- This comprehensive detailed design allows small developers with affordable, practical unit types to achieve development coordinated at a level that can typically only be achieved by large developers with large teams and large budgets



Hopewell Redevelopment Plan, 2022

2. CATALOG OF PRE-APPROVED PLANS

Create the phase I catalog of buildable housing typologies with completed construction documents

Lot Analysis

• Run a scan of existing lot dimensions and configurations within the pilot neighborhoods to determine formal constraints and opportunities to guide building plan design and development.

Pro Forma Analysis

• Run initial pro formas for selected building types to determine which building types are most financially viable.

Architectural Context Documentation

• Document existing architectural character to guide the development of the architectural styles of the pre-approved buildings that will best complement the existing neighborhoods.

Building Type Selection

- Based on the above analyses and documentation, provide guidance on best building types, plans, forms, and styles that would be most successful for launching the program.
- Assign final unit types to lot plans, designing cohesive architectural streetscales and ensuring the intended unit mix, housing diversity, and price point diversity are achieved.

Permit Sets

Both of the following types of buildings can be provided within the program:

- **IRC Buildings:** Provide building designs that would fall under the International Residential Code (IRC). These include ADUs, single-family buildings (cottages, narrow houses, standard houses, townhouses, etc.), and duplexes (stacked, side-by-side, and front-to-back).
- **IBC Buildings:** Provide house-scaled building designs that would fall under the International Building Code. This includes triplexes, fourplexes, sixplexes, and apartment houses.

Final Catalog Development

- Up to twenty unique plans are included in the Phase 1 Scope. Initial Catalog is anticipated to include:
 - (8) Single family detached small lot format houses with up to (15) total unique elevations to create streetscape variety
 - (6) Townhouse / Attached plans, which may be assembled as duplex pairs or townhouse packs from 3 units to 7 units in a row. Each plan is provided with (3) variations: end cap plans (mirrored for each end cap) and a middle unit plan that may be used for each assembly orientation.
 - (4) Accessory Dwelling Unit / Detached Garage plans for alley-loaded additional units
 - (4) Missing Middle Plexes (4-12 units) or small commercial buildings

Program Fees + User Agreements

The total number of building designs may be comprised of different plans for the same building type or different elevation options for the same plan type. The mix of building types, plan types, and elevation options will be determined in collaboration with the Client.

IBC buildings will require an architect's stamp or drawings by a licensed engineer in order to be permitted . Our team can provide the fully engineered and stamped permit set for these projects for an additional fee to the user(s) in order to cover the cost of the site-specific engineering required by the state in order to be permitted. Lots with these types can be offered with a published flat fee as a portion of the lot purchase price.

Proposed catalog pricing anticipates non-exclusive, lot-specific license fee per plan paid by the builder as a portion of the land sale, for a smaller up front cost to the city.

3. CODE ANALYSIS AND COLLABORATION

Analyze currently adopted codes, regulations, and processes, and outline the key provisions.

Code & Process Audit

• Limited code audit included in the initial Phase 1 scope, with a limited Code Recommendation of modifications to the proposed overlay zoning to achieve the designed layout. Full Code + Process Audit can be provided as a follow on service as requested.

4. PROGRAM AND PROCESS DEVELOPMENT

Plan the Program's operations and policies, including implementation, administration, and evaluation.

Developer RFP

 Deliver a calibrated RFP for sale of the design lots + architectural sets, with intentional marketing towards small to mid size local and regional builders who can take down coordinated sets of lots from one end of the block to the other (avoiding one empty tooth in the street that adds complexity to build)

Affordability Framework

• Develop an affordability and homeownership framework with the City to establish the most readily administered legal framework to achieve a mix of permanently affordable units, market rate units, and an intentional mix of rental and homeownership product.

• Calibrate the framework to maximize appeal to young working professionals and first time homebuyers. **Website**

• Development and management of a Hopewell Permit-Ready Plans Program Website, which would provide an online interface for reviewing all applicable program documents and guidance, a portal for viewing and purchasing the available lots + architectural + site plans, and user licensing agreements online.



Missing Middle Housing Types for Chattanooga by Kronberg Urbanists + Architects and The Incremental Development Alliance

5. OPTIONAL ADD ON: DEVELOPER AND LENDER ENGAGEMENT

Engage developers and lenders to: inform them about the Program, building types, and financing options; establish a local user base; ensure the selected plans are buildable and financeable; and ensure that builders are ready to use the permit sets as soon as the Program is launched.

Developer & Lender Identification & Communication

- Support the City in creating a mailing list of local builders and small developers for issuing project updates.
- Work with the City to identify a realistic cohort of potential first users of the program.

Developer & Lender Meetings & Small-Group Sessions

- Our team will meet with developers to solicit additional technical and procedural input.
- We will also meet with potential lenders of projects using the program in order to identify any barriers to financing these projects locally.
- Development of custom local financing products by local lending partners to provide financing to residents utilizing the Permit-Ready Plans Program.

6. OPTIONAL ADD ON: DEVELOPER AND BUILDER TRAINING

Organize training sessions to instruct residents on developing real estate projects, to develop a skilled cadre of local, small-scale developers.

Incremental Development Alliance Training & Resources

- Our team has extensive experience training small-scale developers and has a wide variety of seminars, workshops, and resources available to support this.
 - Full Incremental Development Alliance training scope, including Small Developer Bootcamp utilizing program plans to provide pitch-ready small development projects for a cohort of up to 35 people.
 - 1-year memberships to the Incremental Development Alliance, including access to member resources and network.

TRAINING SEMINAR OFFERINGS



Attract + Train Local Aspiring Developers in all Aspects of Project Formation!

The Incremental Development Alliance can conduct the following in-person developer training sessions, offered over the course of the year and arranged as a funnel from the largest recruitment lecture to the most in-depth, targeted boot camp.

Information/Recruitment Lecture (1.5 hours)

A recruitment lecture for a large audience to establish a common language and build consensus around incremental development throughout the Bentonville ecosystem and introduce the permit-ready plans program.

Small Development Seminar (4 hours)

Small scale, incremental development is a tested approach to cost-effectively preserve existing buildings, provide quality neighborhood infill, and improve the financial fundamentals of their local contexts over time. Participants will get an overview of what incremental development is-the approach, practice, and application to common building types and neighborhoods.

Small Scale Development Workshop (8 hours)

A workshop taught in one full day, for small developers, builders, bankers, appraisers, planners, elected officials, non-profit housing advocates, and municipal staff to train the full small development ecosystem through project implementation and pre-approved plans process to build capacity and technical skills.

Small Developer Boot Camp (4 weeks)

A rigorous training deployed in 3-hr sessions over the course of 4 weeks for 10-30 small developers per cohort. Developers will finish the bootcamp with a fully-vetted project, site plan, and pitch package ready to finance and begin construction on a specific project site.

PROPOSED FEES

CORE SERVICES

Detailed Land Planning (Hopewell South Phase 1 only)	\$64,500
Catalog of Pre-Approved Plans (Hopewell South Phase 1 only) (note: fee based on builders paying a small licensing fee with land purchase)	\$48,250
Code Analysis and Collaboration	\$12,200
Program and Process Development	\$56,450
TOTAL FEES	\$178,200
OPTIONAL ADDITIONAL SERVICES Developer + Lender Engagement	\$18,500
	\$18,500
Developer + Lender Engagement	\$18,500 \$6,000
Developer + Lender Engagement Developer + Builder Training by IncDev*	
Developer + Lender Engagement Developer + Builder Training by IncDev* Intro to Incremental Development Lecture (in person)	\$6,000

*note, participant fees additional. optional delivery formats available

HOURLY RATES

Principal	\$300/HR
Senior Project Manager	\$195/HR
Project Manager	\$155/HR
Associate II	\$130/HR
Associate I	\$110/HR

REIMBURSABLE EXPENSES

Direct costs will be incurred which are attributable to the work on this project. These costs will be billed at 1.15 times actual cost. Direct costs include mileage, printing, postage, and deliveries.

RETAINER

A retainer in the amount of \$1,500.00 is required. This retainer will be credited towards your final invoice.

PROPOSED SERVICES

TEAM HIGHLIGHTS



South Street Cottages in Fayetteville, AR by Flintlock LAB

- We're a big team of small companies: our typical plans program team brings unrivaled national experience to bear across specialities. The range of experience and knowledge (and long time working relationships between practitioners) creates an opportunity for incredibly elegant and multi-functional solutions to the incredible complexity of housing.
- Our team is well-experienced not only in developing these programs, but also in ensuring that the programs get utilized upon launch and that new affordable infill housing gets built.
- Among the permit-ready plans programs that we've developed since 2020, **over 80 housing units** have been constructed with an additional **150+ housing units** currently in the planning and/ or pre-construction phase.

- We know that each community is unique and that one size does NOT fit all. We have experience in a variety of implementation tools and methodologies for pre-approved programs, enabling us to advise clients on best practices.
- Members of our team are not only small-scale developers themselves but also educate and train small-scale developers across the country. Our work has been transformative in cultivating various communities' local developer ecosystems to better enable incremental development.
- Our team has received numerous awards for our context-sensitive traditional architecture design, missing middle housing, urban design, neighborhood infill, and zoning codes.

The project will be led by **Flintlock Ltd. Co.** - a certified Women-Owned Small Business (WOSB) - serving as the prime consultant and project manager. Flintlock brings expertise in community-focused development strategy, innovative housing design, and stakeholder engagement

Team Role: Project leadership, client liaison, urban design and site planning lead, housing development strategy, and ensuring equity & sustainability goals are met. Flintlock will also lead the crafting of development guidelines, affordability legal mechanisms, and the developer RFP package, drawing on its extensive experience with innovative housing programs.

Supporting the effort is Kronberg Urbanists + Architects, a nationally recognized architecture and urban design firm specializing in mixed-income missing middle housing and neighborhood revitalization. Team Role: Housing affordability strategy and architecture lead. Responsible for design of housing prototypes (leveraging their missing-middle housing expertise), and integration of new development with the fabric of surrounding neighborhoods. Kronberg will ensure the architectural designs are compatible with Bloomington's character while pioneering fresh approaches.

The team can be further supported in future phases as a pre-approved plans program is launched more broadly by the zoning and urban planning analysis Jennifer Griffin Design and extensive plans catalog and placemaking experience of Union Studios. Together, these collaborators offer a powerhouse of talent - combining regional understanding with national experience - to deliver a visionary yet pragmatic redevelopment plan.

The team's structure is deliberately inclusive and partnership-oriented, positioning Flintlock and Kronberg as initial phase leads while drawing on the specialized strengths of Jennifer Griffin Design and Union Studios at key future stages as the pilot is more broadly rolled out city-wide. This collaborative approach will ensure all aspects of the project are addressed with creativity and rigor.

FLINTLOCK LAB

Lead Consultant Firm Profile



Flintlock LAB is a small woman-owned multi-disciplinary firm based in Fayetteville, Arkansas. Founded in 2015 by architect + landscape architect Alli Thurmond Quinlan, Flintlock Ltd Co's work is dedicated to creating beautiful, sustainable, economically vibrant places.

In addition to having served on multiple pre-approved plans programs in a variety of roles, our firm's use of stock plans as the basis for most small developer client work has yielded on-the-ground deep experience in developing, deploying, and building housing from repeat plans. Having served as small developers ourselves, we have broad understanding of the construction, financing, and marketing/sales challenges of small format housing, which informs our catalog of buildable, lovable homes.

Our design process combines knowledge of history and tradition with fluency in contemporary technologies and construction techniques. We believe in decidedly practical, beautiful, and flexible solutions that celebrate a project's history, community, and soul. Our work constantly and consistently strives to explore creative opportunities in every project. As a firm, Flintlock thrives on cooperative projects-bringing together owners, contractors, and professionals in a collaborative atmosphere of knowledge, needs, and efforts. We firmly believe that each player in the project has importance and requires specific attention and collaboration.

With a varied professional, non-profit, development, and civic volunteer focus, Flintlock Ltd has a fluency in the complexity of successful projects. We design neighborhoods, homes, landscapes, and outdoor spaces that provide enduring quality and beauty, with an eye to maintainability and flexibility of use.

Flintlock LAB is certified Women-Owned Small Business. More information about the firm can be found at flintlocklab.com



FLINTLOCK LAB



ALLI THURMOND QUINLAN AIA RLA LEED AP

Principal, Landscape Architect + Architect at Flintlock LAB

Allison operates a multidisciplinary consulting firm based in Fayetteville, Arkansas, which focuses on regional urban infill; low impact, multi-modal streetscape design; and the creation of lovable, livable places through both development and policy. Her previous work as a Fayetteville Planning Commissioner ensures a keen understanding of the local policy landscape. Her years as a NWA resident have provided a thorough understanding of the politics, opportunities, and pulse of the place.

With a varied professional, non-profit, development, and civic volunteer focus, Flintlock Ltd has a fluency in the complexity of achieving real policy change that can impact the availability of affordable housing. Through her work on the Fayetteville Planning Commission and as a faculty member for the Incremental Development Alliance, specifically, Alli has developed a deep knowledge of public housing policy that is combined with local understanding of Northwest Arkansas's specific growth changes.

EDUCATION

Virginia Polytechnic Institute and State University Masters of Landscape Architecture, 2010 University of Oklahoma College of Architecture Bachelor of Architecture, 2008

PROFESSIONAL REGISTRATION

ASLA AIA

Landscape Architecture Licensure - AR, TX, OK Architecture Licensure - AR, VA, GA, TX LEED - Accredited Professional (AP)

PROFESSIONAL BOARDS AND ORGANIZATIONS

City of Fayetteville Construction Board of Adjustments, Appointed Member, 2015 - present Incremental Development Alliance, Faculty Member, 2017 present

University of Arkansas FJSAD Dept. of Landscape Architecture Visiting Professor, 2014-2017

Partners for Better Housing, Board Member, 2016-2017

SELECTED PROJECTS

- **2023** Expert advisor to the province of British Columbia on housing development, specifically pre-approved plans adoption and streamlined permitting processes for a large regional housing initiative led by Small Housing BC. Details becoming public in 2024.
- **2021** Magnolia Farms Neighborhood, master planning and full architectural design for a 6.5 acre mixed unit type neighborhood in Rogers, AR that provided 68 total units and ample preserved green space.
- **2021 Opal Park Master Plan**, 90 acre mixed use master plan with central storm park in Bentonville, AR
- 2020 Markham Hill Conservation Neighborhood, Town Architect for a 144 acre site in Fayetteville, AR. 50 acres of the property are placed in permanent conservation easement, with a higher density traditional town form development of the remaining acreage.
- **2020** Ozark Natural Food CO-OP, landscape architect for a downtown sprawl-pattern site into a vibrant, walkable, locally owned CO-OP, with new public space, low impact development features, and a fully native and also edible or medicinal plant list, to improve local native plant literacy.
- **2017 Cultural Arts Corridor,** local landscape architect for a \$31 million dollar public civic space, woodland park, streamside restoration and major streetscape enhancement project in downtown Fayetteville, AR
- **2015 South Street Cottages**, design and development of 18 small, vernacular single family homes on a 1.5 acre urban infill site six blocks from downtown Fayetteville.



KRONBERG URBANISTS + ARCHITECTS

Subconsultant Firm Profile



Kronberg Urbanists + Architects is a multidisciplinary design studio that utilizes expertise in architecture, urban design, policy making, and real estate development to make neighborhoods better. Our goal is to help small businesses, nonprofits, private developers, and municipalities visualize and realize neighborhood redevelopment projects to achieve financial, social, and environmental success.

OUR APPROACH

We specialize in identifying, breaking down, and solving problems that are holding back a place from being socially vibrant and economically productive. Our holistic approach towards redevelopment enables us to translate our nuanced understanding of high-level design, development, and policy concepts into actionable, cost-conscious solutions tailored to address specific challenges unique to each site. We deliver the highest possible value to our clients when we can leverage multiple services to their benefit.

WHY WE CARE

We want to make the world a better place, one neighborhood at a time. We believe architects should do more than design attractive and functional buildings, and that successful projects contribute more than aesthetic distinction and economic production. Truly successful projects contribute towards a vibrant, inclusive, lasting community supporting everyday interactions with each other and with nature in everyday ways. This is the standard by which we measure the success of our projects at KUA, and it's the reason we walk into the office every morning.



KRONBERG URBANISTS + ARCHITECTS



ERIC KRONBERG AIA, LEED AP

Principal at KUA

Eric Kronberg is a zoning whisperer. He specializes in examining and demystifying zoning ordinances to find ways to make great projects possible and help others navigate through the zoning swamp. He uses his skills for the force of good as a principal at Kronberg Wall, leading the firm's pre-development efforts by combining skills in planning, development, architecture, and zoning. Eric leverages this potent cocktail to chart the course of best possibilities for each site's redevelopment. His work with Kronberg Wall, the Incremental Development Alliance, the Congress for the New Urbanism, the Georgia Conservancy, and the Atlanta Bicycle Coalition has solidified his stance as an advocate for walkable and bikable communities.

Eric has also been deeply committed to community redevelopment for the past several decades. He has served as a community leader in roles of Vice-President, President, Zoning Chair, and now Zoning Guru Emeritus for the Edgewood Neighborhood in Atlanta, GA.

EDUCATION

Tulane University Bachelor of Architecture, 1992-1997 Member- Tau Sigma Delta (Architecture Honor Society)

PROFESSIONAL REGISTRATION

Architecture Licensure - FL, GA, TN, MI LEED - Accredited Professional (AP)

PROFESSIONAL BOARDS AND ORGANIZATIONS

Incremental Development Alliance

Training faculty, teaching infill development to aspiring small developers and city officials looking to promote incremental improvements to their places.

Congress for the New Urbanism

Active contributor to CNU National, assisting with policy approaches and strategies for improving cities across the country.

Seaside Institute

7/24-Present

6/13-Present

7/15-Present

Board member for one of the premier think tanks promoting the New Urbanism.

REFERENCES

Congress for the New Urbanism CEO Mallory Baches (mbaches@cnu.org) Lyndhurst Foundation, Chattanooga Macon Toledano (mtoledano@lyndhurstfoundation.org

RELEVANT EXPERIENCE

and towns.

Kronberg Urbanists + Architects	11/03-Present
Atlanta, GA	-
Position: Principal	
Responsibilities: Manage and lead a five p	oerson archi-
tecture firm.	
Projects: In-town redevelopment includin	g Single-Fami-
ly, Multifamily, and Commercial projects.	
Atlanta Farmhouse Partners	10/02-Present
Atlanta, GA	
Position: Partner	
Development company responsible for th	e development
of multiple pocket neighborhoods includi	ng an embed-
ded rental portfolio within these commun	ities.
IncCodes	08/23-Present
Position: Partner	
IncCodes is a woman owned firm focusing	
tal zoning code reform for smaller and mi	d-sized cities



J GRIFFIN DESIGN

Subconsultant Firm Profile



JENNIFER GRIFFIN RA

Founding Principal of Jennifer Griffin Design

Jennifer Griffin is an architect, urban designer, and founding principal of J Griffin Design, LLC. She has worked throughout the US, Europe, and Central America on a variety of projects, from small-scale renovations and additions of historic structures, to mixed-use urban infill projects, to city-wide form-based codes and pre-approved building programs, to master plans at both the neighborhood and regional scales.

At its core, Jennifer's work is rooted in a deep understanding of the relationship between the built environment and human flourishing, striving to create places and spaces that support our ability to live well in community with each other. Jennifer has lectured throughout the US, and has served on the faculty at the University of Notre Dame, the University of Oklahoma, and the Institute for Classical Architecture and Art. Within her local community, Jennifer serves as a trustee of the Tulsa Authority for Economic Opportunity as well as a commissioner of the Tulsa Development Authority.

EDUCATION

University of Notre Dame Master of Architectural Design & Urbanism University of Notre Dame Bachelor of Architecture

PROFESSIONAL REGISTRATION

Registered Architect - OK NCARB Certified

AFFILIATIONS

Congress for New Urbanism (2011-present) The Urban Guild (2019-present) Tulsa Authority for Economic Opportunity (2021-present) Tulsa Development Authority (2021-present)

ACCOLADES

Richard H. Driehaus Form-Based Code Award (2021) Congress for New Urbanism Charter Award (2011, 2013) Congress for New Urbanism Charter Award of Merit (2014, 2015)

Congress for New Urbanism Illinois Charter Award (2013) INTBAU Urban Design Excellence Award (2016)

SELECTED PROJECTS

South Bend Pre-Approved Building Program South Bend, IN

Design, creation, and implementation of the city's pre-approved building program, inclusive of a wide

range of small-scale and middle-scale housing types.

Kalamazoo Pre-Approved Building Program

Kalamazoo, MI

Design, creation, and implementation of the city's pre-approved building program, inclusive of a wide range of small-scale and middle-scale housing types.

South Bend Zoning Ordinance

South Bend, IN (*in collaboration w/ Jennifer L. Settle, LLC) Overhaul and revision of the city's zoning code.

Denton Affordable Housing Corporation's Cottage Courts at Hinkle Drive

Denton, TX

Master plan & building design for an affordable housing cottage court development.

Rosewood Village

Broken Arrow, OK

Design of small-scale and middle-scale housing types for a new pocket neighborhood.

Providence at Chaffee Crossing

Fort Smith, AR.

Master plan of a new mixed-use, mixed-income neighborhood.

Crossover Community Impact

Tulsa, OK

Master plan and architectural design of an affordable, mixed-use neighborhood development.

J GRIFFIN DESIGN, LLC

J GRIFFIN DESIGN



Rosewood Village in Broken Arrow, OK



Neighborhood Master Plan in Fort Smith, AR



Form-Based Code/Zoning Ordinance in South Bend, IN

Elevate East | 1801 S. Garnett

Tulsa, OK

Master plan and architectural design of a mixed-use, mixed-income neighborhood infill development within the heart of the Tulsa's Global District.

El Prado

Las Catalinas, Costa Rica

35-acre master plan for a new walkable, mixed-use neighborhood.

The Boxyard

Tulsa, OK

Concept design of a downtown micro retail & entertainment hub.

Studebaker Plaza

South Bend, IN

Design of an activated public plaza in the heart of downtown.

SPEAKING ENGAGEMENTS

"The Future of Code: Pre-Approved Building Programs," Strong Towns National Gathering, May 2024.

"Pre-Approved Building Programs: How To Successfully Develop and Implement," Congress for New Urbanism, June 2023.

"New Urbanism 101: An Introduction to the Principles of Vibrant, Walkable Mixed-Use Places," AIA Eastern Oklahoma, September 2018.

"New Urbanism and the Common Good: Mission-Driven Community Development," Congress for New Urbanism, May 2018.

"The Next Baby Boom: The Future of Families in Cities," Congress for New Urbanism, May 2017.

PUBLICATIONS AND PRESS

"In Conversation With An Expert: Jennifer Griffin on the Built Environment and Human Flourishing," Strong Towns, August 2023.

"Faith Communities Can Help Build Vibrant Neighborhoods," Strong Towns, August 2018.

"Parents Paving the Way for Family-Friendly Urban Living," Strong Towns, January 2018.

"The Future Success of Cities Depends on Urban Kids," Strong Towns, January 2018.

"Families, Cities, and Schools," CNU Public Square, January 2017.

"The Next Baby Boom: Affordable Urban Lifestyles for Millennials with Children," Strong Towns, July 2016.

J GRIFFIN DESIGN, LLC

INCREMENTAL DEVELOPMENT ALLIANCE

Subconsultant Organization Profile



We envision neighborhoods regenerated by small developers who care deeply about the places where they live and build. The Alliance helps local entrepreneurs and civic leaders strengthen their neighborhoods through small-scale real estate projects.

We are an Alliance of practitioners who train small developers, helping citizens strengthen their own neighborhoods and helping city champions get the kind of development their community wants. We are a 501(c)(3) nonprofit, founded in 2015. We aim to inspire and enable thousands of small (1-3 story) development projects, championed and developed by local people. We focus on infill development, helping people stay, return, and contribute to the place they love.

WHAT WE DO

We offer **aspiring developers** training and mentorship to help them take the first steps toward their small-scale real estate development projects.

We coach **civic leaders** how to cultivate patient, healthy real estate development at scale accessible to locals, starting with supportive regulation.

HOW WE DO IT

- Design + deliver training for groups at various stages of the development process
- Offer training to governments, foundations, and nonprofits to troubleshoot challenges
- **Speak** at conferences and events
- Implement in our own communities



INC DEV FACULTY BIOGRAPHIES



MARQUES KING

Marques King is a Licensed Architect, practicing Urban Designer, and small scale developer who strives to help people and organizations build better lifestyles through contextual, sustainable, & people-centric design.

Margues holds B.S. in Architecture and in Construction Management from Lawrence Technological University in Southfield, Michigan. He also has a Master of Architecture degree from the University of Maryland in College Park, Maryland. Throughout his career, Marques has developed a variety of projects across a variety of scales including mixed-use residential-commercial buildings, missing middle housing structures, and comprehensive master plans for entire districts. Currently, Margues practices architecture, urban design, and development through his firm Fabric[K] Design and East Jefferson Development Corporation, which both endeavor to hold neighborhoods together with contextual, sustainable, and people-centric design. The projects are at the small to mid-size scale with a focus on housing hybrids and 'Missing Middle' types. In addition to private practice, Marques is an adjunct faculty member at the University of Maryland School of Architecture, Preservation, and Planning.



JENIFER ACOSTA

Jenifer Acosta is a solutions-minded community developer known for redeveloping historic buildings and extensive work driving property and downtown revitalization. With a heart for saving underutilized relics, she bridges old and new, building (and often rebuilding) dynamic communities that evoke a strong sense of place.

Since 2016, she has driven over \$31+ million in real estate development projects in the Great Lakes Bay Region, and catalyzed countless more as a result.

She believes that the best solutions are created by local people, with local resources, with local pride in mind and invests in projects that hit a triple-bottom line of community connection, environmental impact and fiscal responsibility.

She has a strong passion for helping first-time developers launch their commercial vision and teaches small-scale real estate development to doers, bootstrappers and community advocates internationally.



Incremental Development Alliance

INC DEV FACULTY BIOGRAPHIES



RYAN TERRY

Ryan Terry is a real estate developer, urban designer, speaker, and consultant practicing in central Texas. His practice aims for the recovery of flourishing communities through the renewal of neighborhoods and public places. As the founder and managing partner of R + T Studio, a development and consulting firm specializing in urban infill and revitalization, he oversees projects throughout the region.

Ryan holds a Master of Public Service & Administration degree with a concentration in Urban Policy, Development, and Design from the George Bush School of Government & Public Service at Texas A&M as well as a Bachelor's in Philosophy and Classical Culture from the University of Georgia. His areas of expertise include urban design, land use and transportation policy, and economic and community development.

Ryan is a former Marine Corps infantry officer and management consultant with Booz Allen Hamilton. He served as a platoon commander and staff officer, leading 50 Marines and Sailors during combat operations in Afghanistan in support of Operation Enduring Freedom.



ALLI QUINLAN

Alli Thurmond Quinlan is an architect, landscape architect, and small infill developer. She founded and runs Flintlock Ltd Co (a multi-disciplinary design practice) and Flintlock Development (an urban infill real estate development company) in Fayetteville, Arkansas. She also served on the Fayetteville Planning Commission and the Construction Board of Appeals.

Alli grew up on a large working cattle ranch in western Oklahoma and believes strongly in being hands-on in your farm. She believes that small developers have the potential to be advocates for their neighborhoods, leading the redevelopment of communities in a way that protect and include long time residents while welcoming new, diverse neighbors.

Working as in a range of roles (architect, land planner, owner, developer, and city administrator) over a wide variety of development projects has taught Alli to cut through the voodoo of pro formas and zoning / building code to create beautiful, lovable, walkable projects that make sense for communities and make money for investors.



Incremental Development Alliance

INC DEV FACULTY BIOGRAPHIES



TIFFANY ELDER

Tiffany Elder is a licensed general contractor, Realtor, and real estate investor/developer based in Durham. She is Owner of Paradigm Construction (design-build construction firm), and Paradigm Properties (real estate brokerage firm).

Born and raised on the South Side of Chicago, Tiffany launched her professional career as a software engineer. She moved to NC to acquire a Master of Business Administration, with a focus in Sustainable Enterprise. from UNC Kenan-Flagler Business School, and fell in love with the Triangle. Today, Tiffany enjoys renovating historic structures, and building new residential and commercial spaces in the Raleigh-Durham area. She currently facilitates multiple real estate ownership and investing seminars, with the goal of empowering both novice and experienced residents to participate in, and benefit from growth in their local real estate markets. Tiffany's community activities include serving as Co-Chair of Durham's 95MM Affordable Housing Bond Implementation Committee. Tiffany also chairs The Collective, a Durham-based consortium of minority real estate professionals, including developers, contractors, lenders, attorneys, housing providers, and others.



ERIC KRONBERG

Eric specializes in balancing and blending the often competing needs of urban design, architecture, and development in a potent cocktail for better places.

He specializes in breaking down and demystifying regulations to find ways to make great projects possible while helping others navigate the redevelopment maze. He uses his skills for the force of good as a principal at Kronberg Urbanists + Architects (KUA), leading the firm's skilled practitioners to help our development partners create better places for all.

His work with KUA, the Incremental Development Alliance, the Congress for the New Urbanism, the Georgia Conservancy, and the Atlanta Bicycle Coalition has solidified his stance as an advocate for walkable communities.


INC DEV FACULTY BIOGRAPHIES



NEIL HELLER

Neil is an urban planner + designer with a focus on aligning municipal regulations with the kinds of development outcomes a place wants to see. This is accomplished using a real estate development proforma-based approach that quantifies the effects of various policy decisions both physically and financially. He also helps to educate small developers to translate zoning code language into beautiful site layout plans.

Alongside his wife, Neil is also a small-scale developer using owner-occupied strategies to provide additional housing options and a positive rental experience for his tenants.



JOEL DIXON

Joel Dixon is Co-Principal of Urban Oasis Development. Urban Oasis is a real estate company focused on residential and commercial development in town south/west side Atlanta. He oversees Community Development & Business Development along with Investor Relations.

Joel has been instrumental in helping to raise the public profile of Urban Oasis and Sims REG (in-house construction partner) as well as mobilize financial and political resources for expansion. Having been raised in west side Atlanta public housing (former John Hope/ University Homes), he understands the city and is well-connected with Atlanta's business and grassroots community leaders.

Prior to launching Urban Oasis, Mr. Dixon had over 15 years of sales and business development experience in high technology and real estate. His past roles include being Senior Solutions consultant for Hannon Hill. He has a B.S. in Symbolic Systems from Stanford University and Certificate of Mandarin Chinese from Beijing Language and Culture University.



Incremental Development Alliance Our team has been involved in a variety of successful projects, working with many different organizations and municipalities throughout the country. Please feel free to reach out to the contacts below for references.

flintlocklab

Briartown Model Plans Program

Casey Kleinhenz Executive Director + Development Lead Community Development Corporation of Bentonville/Bella Vista ckleinhenz@cdcbentonville.com (479) 531-6200

Tulsa Pre-Approved Buildings Program

Daniel Jeffries, AICP Principal Planner City of Tulsa djeffries@cityoftulsa.org (918) 596-7610

Jonathan Curth, AICP

Development Services Director City of Fayetteville, Arkansas jcurth@fayetteville-ar.gov (479) 575-8308

J GRIFFIN DESIGN, LLC

South Bend Pre-Approved Building Program

Tim Corcoran Director of Planning and Community Resources City of South Bend tcorcora@southbendin.gov (574) 233-0311

Kalamazoo Pre-Approved Building Program

Rebekah Kik

Assistant City Manager City of Kalamazoo kikr@kalamazoocity.org (269) 337-8893



Jacob Bearden Greater Dalton MPO Coordinator 201 S Hamilton St 4th Floor Dalton, GA 30720 jbearden@whitfieldcountyga.com (706) 876-2592 Community Planning and Economic Development 245 N. Rose, Suite 100 Kalamazoo, MI 49007 PH: (269) 337-8044 FAX (269) 337-8429 www.kalamazoocity.org



February 5, 2025

Bentonville Permit-Ready Housing Plans Program

RE: PERMIT-READY PLANS REFERENCE

Dear Review Committee Members,

I am writing on behalf of the City of Kalamazoo that currently offers eight different pre-approved housing plans that J Griffin Design has assisted in development, design, and implementation. The plans have been developed after working through the details of a community development partnership with local NeighborWorks housing builder Kalamazoo Neighborhood Housing Services (KNHS). Together, we were able to build units and test our plan models. This also gave the market missing middle comparable housing units that were needed.

The City of Kalamazoo partnership with the architect and KNHS was an invaluable learning experience as we developed the models and chose the designs. Each time we developed a new plan we walked through the design, proforma, materials and then construction. The team would walk our staff through the process of permitting and changes.

We highly recommend J Griffin Design not only for their design quality, but for their approach to prepermitted plans and understanding of the process it will take to implement the entire process. This is an incredible opportunity to bring impactful partnerships together to realize the plans your community has imagined together.

Kind Regards,

epekah Kih

Rebekah Kik City of Kalamazoo Assistant City Manager kikr@kalamazoocity.org 269-337-8893 www.kalamazoocity.org

Markham Hill Conservation Neighborhood in Fayetteville, AR by Flintlock LAB / Photography by Kevin Wilkerson

PERMIT-READY PLANS EXPERIENCE

Our team has worked individually and collaboratively on a variety of permit-ready plan programs in cities such as South Bend, IN, Kalamazoo, MI, Barnstable, MA, Briartown, AR, and Tulsa, OK.

CAPE COD PRE-APPROVED PLANS

Barnstable, Massachusetts | Flintlock LAB, Kronberg Urbanists + Architects, and Union Studio (in progress)



Diverse housing options are needed to ease the region's housing crisis, but securing a permit for new multifamily home construction on Cape Cod can be difficult and lengthy. The Regional Housing Strategy includes recommendations for identifying and implementing more predictable and streamlined permitting processes for housing development and redevelopment in appropriate locations. One approach to streamlining permitting is creating plans for certain small-scale housing types that could be pre-approved at the local level.

Pre-approved building plans comply with building codes and local standards, requiring a limited administrative review to permit. This can expedite the building process and reduce costs like permitting fees, while the pre-approved nature of the plans can ensure context-sensitive building forms, lending itself to more predictable outcomes for both the developer and the community. The Cape Cod Commission selected our team (Flintlock LAB, Kronberg Urbanists & Architects, and Union Studio) to develop plans for a variety of compact and small-scale housing types, such as detached accessory dwelling units or cottages, duplexes, townhouses, triplexes, and small multifamily buildings.

Our team is preparing the plans with input from local and regional stakeholders and in accordance with the Cape Cod Multifamily Housing Design Guidelines, which promotes multifamily housing within the historic aesthetic landscape of Cape Cod. We are also consulting on the other critical areas of the program roll-out to ensure its success, including engaging local builders, city officials, and a variety of stakeholders and offering training for local developers to improve interest and capacity for development.



BRIARTOWN MODEL PLANS PROGRAM Bentonville, Arkansas | Flintlock Lab

The Briarwood Accessory Dwelling Accelerator is designed to encourage affordable and desirable housing development in downtown areas. Flintlock served as landscape architect and contributing architect for a cottage court of prototype accessory dwelling units in downtown Bentonville, AR, beginning in 2017. The units had a goal of being pre-permitted in five jurisdictions as part of the project, sponsored by the Community Development Corporation. The design specifications and construction documents are shared free of charge with the general public and commercial developers. All materials are housed on a public online portal, with the goal of encouraging additional affordable housing development in Bentonville and downtown markets. The project also saw the team write and pass new ADU ordinances in two of the five jurisdictions as part of the core scope. Program website: https://briartowncottages.com/





Grant Cottage



Boomerang Cottage



Berkeley Cottage



SOUTH BEND PRE-APPROVED BUILDING PROGRAM South Bend, Indiana | J Griffin Design

Launched in the fall of 2022, the South Bend Pre-Approved Building Program has been transformative in accelerating high-quality affordable and marketrate infill development within the City of South Bend.

In addition to serving as the lead consultant for the rewrite of the City of South Bend's Zoning Ordinance, our team (J Griffin Design, LLC + Jennifer L. Settle, LLC) was selected to facilitate the creation and implementation of the City's Pre-Approved Building program. The program offers high-quality architectural building designs at no cost for projects within the City of South Bend. Each building has been calibrated and vetted specifically for South Bend, with careful consideration given to current zoning regulations, typical lot configurations, common construction techniques, neighborhood character and compatibility, and market conditions. So far, 5 buildings have been completed or are under construction with 93 in the planning and/or preconstruction phase.







J GRIFFIN DESIGN, LLC

SOUTH BEND PRE-APPROVED BUILDING PROGRAM

South Bend, Indiana | J Griffin Design



Key work completed in the development of the program includes:

- Calibration with local codes and permitting processes.
- Lot analyses, to ensure that building designs provide viable infill options that fit within typical lot sizes and configurations.
- Financial analyses, including construction cost estimates and development proformas, to ensure that building designs are financially feasible.
- Design alignment with neighborhood plans, massing, and architectural character.
- Engagement with local builders, non-profits, and small-scale developers to build buy-in and ensure a cohort of first users upon the launch of the program.
- Diversity of building types to provide for a greater range of household sizes.

- Multiple elevation options for each building type to ensure diversity of price points and a variety of architectural character.
- Development of implementation strategies and tools to assist with the successful administration of the program.

The program has been developed and implemented incrementally, enabling it to easily adapt to local opportunities and market dynamics which has ensured its continued success and growth. As such, the City continues to adapt and add building types to the program since its launch in 2022. J Griffin Design continues to serve as the lead consultant supporting this work. Program website: <u>https://southbendin.gov/</u> <u>bsb/preapprovedplans/</u>

J GRIFFIN DESIGN, LLC

KALAMAZOO PRE-APPROVED BUILDING PROGRAM

Kalamazoo, Michigan | J Griffin Design



Even before its official public launch in 2024, the Kalamazoo Pre-Approved Building Program has been instrumental in creating nearly 50 affordable and market-rate infill housing units within the City of Kalamazoo, MI.

The City of Kalamazoo selected our team (J Griffin Design, LLC + Jennifer L. Settle, LLC) to lead the creation and development of its Pre-Approved program, which offers high-quality architectural building designs at no cost for projects within the City of Kalamazoo. Similar to our team's work in creating the South Bend Pre-Approved Building Program, each building has been calibrated and vetted specifically for Kalamazoo and its local neighborhoods. In addition to its successful implementation and use city-wide, the program is approved for use in Kalamazoo's six historic districts, stream-lining not only the permitting process but also the historic review process for infill development. 48 homes have been built as of February 2024. Program website: https://www.kalamazoocity. org/Community/Community-Development-Housing-Programs/Pre-Approved-Housing-Plans





J GRIFFIN DESIGN, LLC

HOUSING CHOICE PRODUCTS

Kronberg Urbanists + Architects







Housing Choice Companion Manual

The KUA Housing Choice Companion showcases powerful increments of housing infill, from single lots to multi-acre sites. With a range of thoughtfully crafted dwelling types, the benefits of the individual typologies compound when they are combined to create communities. These housing infill options help to support our goal of creating vibrant, inclusive and attainable neighborhoods by broadening the spectrum of housing choices for everyone.

Homelessness & Incremental Housing Toolkit

The toolkit aims to provide a resource for the City of Chattanooga and Hamilton County to address issues surrounding homelessness. Like many cities and regions across the country, Chattanooga is facing a housing crisis. While wages and incomes remain relatively stagnant, the cost of housing continues to rise exponentially. As more people become housing cost burdened, the number of people struggling to find stable, long-term housing will continue to grow.

While homelessness is a complex issue, it is at its core a housing problem. This toolkit takes a housingfirst approach, with a goal of providing attainable and incremental housing prototypes that can fit seamlessly into existing neighborhoods. The report concludes that attainable housing must be small, proximate, private, and dignified. An incremental approach allows infill at a manageable and discreet scale, while also avoiding concentrations of poverty. If more attainable housing can be provided city-wide, fewer people will fall into the traumatic experience of homelessness. And less people experiencing homelessness means more dedicated resources for those with the most needs.



HOUSING CHOICE: THOUGHT LEADERSHIP Kronberg Urbanists + Architects

Through writing, speaking engagements, and workshops, KUA generates innovative strategies and ideas to promote Housing Choice in our cities and towns and communicates them to a wide audience via graphics and accessible writing.

Housing Choice - a variety of housing types, lot sizes, price points, and mobility options - is a critical component of housing affordability. As nationally recognized thought leaders on the subject, we write and speak extensively to promote understanding of the complex forces that factor into the housing choice conversation. Our thought leadership efforts are organized into three activities: generating innovative thinking, translating ideas into actionable strategies matched with desired outcomes, and communicating the information via graphics and clear language for low-effort consumption by a wide audience. Our Housing Choice research has taken the form of comparative financial modeling, analysis of mobility options, and extensive research into the history of single-family zoning and its continued suppressive effect on affordable housing in America. Our new website, launched in February 2020, features a revamped Blog page and a platform for sharing the PDF presentations that we give to municipal leaders, housing advocates, and development organizations.







HOUSING CHOICE PRODUCTS

Kronberg Urbanists + Architects



Missing Middle Housing Types for Chattanooga

This toolkit aims to help Chattanooga address changing housing needs by reintroducing Missing Middle building types-such as duplexes and triplexes_that fit seamlessly into traditional neighborhoods. Historically, these types provided a range of housing options, but their prevalence has diminished as development focused on single-family homes. The project focuses on revitalizing Missing Middle housing in Highland Park and Ridgedale. By leveraging existing local examples and collaborating with national experts, this initiative provides practical plans for integrating multi-unit properties into neighborhoods. The goal is to make it easier to build diverse, multi-unit housing that enriches communities and adapts to Chattanooga's evolving needs while respecting its architectural legacy.





Finley St Cottages in Atlanta, GA by Kronberg Urbanists + Architects

BUILT WORK EXPERIENCE

We are architects, educators, and small developers who know how to be practical in building, making housing that is constructable, marketable, and lovable.

SOUTH STREET COTTAGES

Fayetteville, Arkansas | Flintlock LAB







The South Street Cottages neighborhood is a walkable infill development just six blocks southeast of the Fayetteville Downtown Square, fully designed and developed by the Flintlock LAB team. The master plan includes nine cottages, two ADUs (rentable accessory dwelling units), twelve townhomes, and a corner retail building with apartments above.

The first eleven units have been constructed in a series of small phases, and are a mix of owneroccupied and rental units. The units range from 576 SF to 1,950 AF and house a diverse range of ages and household arrangements. Two of the homes in the first phases sold for prices that met federal affordability standards for 80% AMI, without subsidy, due to their small footprints and focus on constructibility.

The neighborhood's custom street section promotes walkability, neighbor connection between pedestrians and front porches, and slower traffic speeds. Custom street tree plantings are informed by the data yielded from the Bartlett Tree Laboratory Field Testing for urban tree soil options, optimizing a buildable, affordable, low-tech solution. It provides adequate cubic footage of native topsoil for Overcup Oaks, combined with root paths from the tree wells into the adjacent residential landscapes. Elimination of the typical structural soil detail had yielded nearly double the foliage volume of similar street tree plantings elsewhere in the neighborhood.

Building small houses means being incredibly thoughtful and space efficient. Self-developing this neighborhood allowed us to maximize the livability and luxury by fully designing every detail. The architecture, gardens, site, and interiors are all intentionally designed for constructibility, marketability, and finance underwriting.



9TH STREET MINI HOUSES Fayetteville, Arkansas | Flintlock LAB

Flintlock provided architectural, interior, site design, and entitlement for the Mini Houses: a creative answer to the challenge of how to create attainable housing adjacent to Fayetteville's 74-acre Walker Park and Senior Center.

The four fee-simple 520 SF one bedroom / one bathroom homes were built on a lot split of a traditional 50' x 150' downtown lot. Our growing city's downtown has a strong prevalence of households made up of only one or two people, but almost no one- and two-bedroom homes to own. We built the same square footage that you might expect in an infill home on a normal city lot but split up both the square footage and the land cost into four individual mini houses to better fit an under-served demographic and price point. The homes sold for \$150,000 each, the cheapest new construction homes downtown in years. They met federal affordability standards for 60% AMI households at the time of first sale, and the mortgage payment for owners was less than half the cost of a one bedroom apartment. The homes were designed to be fully ADA accessible, allowing senior buyers to downsize into a walkable, low-maintenance, age-in-place home. A quirk in zoning code required the units to be built as no more than two attached townhouses, so they were provided with a light hyphen connection in the form of a storage shed to technically meet code while appearing to be detached individual cottages.







HOUSING CHOICE BUILT WORK

Kronberg Urbanists + Architects



At KUA, we put our research into practice through architecture, urban design, and development endeavors.

Our architecture and urban design expertise enables us to put our research findings into practice, giving us real time feedback on market trends and critical user feedback. In 2018 we launched the ATL ADU Co, an endeavor born out of our research into accessory dwelling units. After working with the City of Atlanta to facilitate modifications to the existing zoning ordinance to allow the construction of ADUs in nearly all residential zoning categories, we created a design/build/deliver service that offered several ADU designs pre-approved by the City permit office, together with financing options and a local builder partner to fast-track construction. Focused on developing a scalable solution for widespread deployment of ADUs across the city to boost Atlanta's housing choice.

Similarly, the La France Walk project put our housing research to the test in an in-town pocket neighborhood. Self-developed by KUA and informed by fifteen years of research and market observation, La France Walk was designed with core principles of walkability, inclusivity, and resilience. Single family homes were mixed with duplexes and attached accessory dwelling units to provide a range of housing choices and price points, and the nearby transit station enables residents to minimize or eliminate their dependence on a personal automobile.



EXHIBIT A

SCOPE OF WORK

The Services shall include pages seven through twelve in the following document.

EXHIBIT B

CONTRACT COMPLIANCE REQUIREMENTS

The following contract compliance requirements will be used to satisfy the requirements in BMC §2.23.180, until such a time that the Common Council of the City of Bloomington considers new code regulations concerning the contractual process.

I, Allison Quinlan, certify that Flintlock Lab is in compliance with the contract requirements listed below:

- Follows all federal laws and regulations relating to equal employment opportunity.
- Follows all applicable federal anti-discrimination laws.
- Has a written harassment policy that includes: (1) a definition of harassment, (2) a designated person to receive and investigate harassment complaints through a grievance procedure, and (3) a provision prohibiting retaliation against someone for filing a harassment complaint.
- Does not operate any programs promoting DEI that violate any applicable federal anti-discrimination laws.

I understand that no portion of this contract should be construed to conflict with any portion of federal or state laws or regulations. To the extent any portion of the contract is held to be invalid, the remainder of the contract and the application of its provisions to any other persons or circumstances shall not be affected thereby.

I understand that if the City finds that this company/business/organization has misrepresented any certification of the above provisions, notwithstanding any other enforcement provisions, the City reserves the right to immediately and without equivocation terminate the contract and any obligations contained therein.

I have read and understand the memorandum on the following pages.

Allison Quinlan, Principal and Project Lead

Date

Updated May 13, 2025

To: Prospective Bidders/Vendors/Grant recipients

RE: Equal Employment Plan, Living Wage Ordinance, and Drug Testing Policy

FROM: Anna Lamberti Holmes, Assistant City Attorney/Contract Compliance Officer

EQUAL EMPLOYMENT OPPORTUNITY:

The City is implementing a temporary contract compliance process that covers specifically what long-standing federal law protects: (1) nondiscrimination of protected classes; (2) anti-harassment; (3) grievance processes for discrimination and harassment; and (4) prohibition of retaliation. The following contract compliance process will be used to satisfy the requirements in BMC §2.23.180 until such a time that the Common Council of the City of Bloomington considers new code regulations concerning contracting with the city.

All bidders, quoters, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit the attached contract compliance certification form prior to submitting a bid or as part of your bid packet by the bid deadline.

The attached contract compliance certification form *replaces* the previously required AAP and workforce breakdown form and must be on file in the legal department. The legal department will provide a letter acknowledging receipt of the certification form and providing a date for an annual review of the certification.

LIVING WAGE: Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance" or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees. Up to 15% of that amount, or \$2.43, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided on the last page of this packet, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer."

DRUG TEST POLICY: Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at legal@bloomington.in.gov. The office hours are Monday through Friday, 8-5.

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers: 1) The CoB;

2) Companies that provide services to the CoB through contracts or subcontracts; or

3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.



Yes. You are subject to the Living Wage Ordinance.	
 Are you a for-profit organization that employs 10 or more people, or a non-for profit that employs 15 or more people, as defined below? "People" includes all full time, share time, temporary, and part time employees. "People" does not include: Those covered by common construction wage laws; Someone less than 18 years old, hired as part of a school-to-work program or in seasonal or part- time work; A student participating in a work-study program or as an intern; A trainee participating for no more than 6 months in a training program; Those employed as part of a governmentally funded vocational rehabilitation program; Volunteers working without pay; or Those exempted under section 14(c) of the Fair Labor Standards Act due to their disabilities. 	You are not subject to the Living Wage Ordinance.
Is the subsidy or grant of at least \$25,000 part of one of the following: 1. A tax abatement pursuant to Indiana Code 6-1.1-12.1; 2. A grant from the Business Investment Incentive Loan Fund; 3. An expenditure from the Industrial Development Fund (except those associated with the acquisition of right-of- way for and the design, financing, construction, and maintenance of publicly owned infrastructure serving a Community Revitalization Enhancement District (CRED) pursuant to Indiana Code 36-7-13); 4. A grant from the Community Development Community Development Block Grant Funds; or 5. A grant from the Jack Hopkins Social Services Funding Program.	You are not subject to the Living Wage Ordinance.
Is the Subsidy or Grant worth at least \$25,000? You are not subject to the Living Wage Ordinance.	

Companies or Organizations that Receive CoB Subsidies or Grants

EXHIBIT C AFFIDAVIT REGARDING E-VERIFY

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the ______ of the Contractor.

(job title)

- 2. The Contractor has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
- 3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.
- 5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signature

Printed name

AFFIDAVIT REGARDING E-VERIFY IF CONTRACTOR DOES NOT HAVE EMPLOYEES

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.
- 2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
- 3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signature

Printed name

EXHIBIT D

AFFIDAVIT REGARDING THE LIVING WAGE ORDINANCE

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the ______ of the Contractor. ______ of the Contractor.

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the RDC of Bloomington to provide services.

3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington RDC Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following:

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance:

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage, which is set forth at https://bloomington.in.gov/business/living-wage.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signature

Printed name