

AGENDA
REDEVELOPMENT COMMISSION
July 5, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room

Join Zoom Meeting

<https://bloomington.zoom.us/j/86939283636?pwd=YWIFYWRSRENPV2FDZlpTRk5McGk0Zz09>

Meeting ID: 869 3928 3636
Passcode: 188159

- I. ROLL CALL**
- II. READING OF THE MINUTES** –June 21, 2022
- III. EXAMINATION OF CLAIMS** –June 24, 2022 for \$ 948,254.47
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 17, 2022 for \$34,620.87
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
- VI. NEW BUSINESS**
 - Public Hearing**
 - A. Resolution 22-43: Approval of Declaratory Resolution that Declared the Bloomington Meridian Economic Development Area
 - End of Public Hearing**
 - B. Resolution 22-44: Resolution Pledging Proceeds from Meridian TIF
 - C. Resolution 22-45: Approval of Construction Inspection Agreement for Hopewell Phase 1 East
 - D. Resolution 22-46: Approval of Funding to Install Seminary Park Lighting
 - E. Resolution 22-47: Right of Entry for Access to the Trades District Showers Kiln for Placement of Radio Antenna/Equipment
 - F. Resolution 22-48: Approval of Agreement for Security Patrols at Hopewell Properties
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, June 21, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=11350>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Deb Hutton, Randy Cassady, and Martha Street, MCCSC Representative

Commissioners Absent: Deborah Myerson

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director

Others Present: Sarah Bauerle Danzman; Beth Cate, Corporation Counsel; Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development (ESD); Jeff Underwood, City Controller; Dave Askins, B Square Bulletin; Barb Fox; Clark Greiner, BEDC; Matt Smethurst, Project Manager, Engineering Department; Patrick Dierkes, Project Engineer, Engineering Department

II. READING OF THE MINUTES – Deb Hutton moved to approve the May 23, May 31, and June 6 minutes. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Randy Cassady moved to approve the claim register for June 10, 2022, for \$1,922,610.93. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deb Hutton moved to approve the payroll register for June 3, 2022, for 34,420.86. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. John Zody reminded the commission the next scheduled meeting is July 5.

B. Legal Report. Larry Allen stated Resolution 22-42 will be added to tonight's agenda. The resolution is for approval of additional funds for neighborhood improvement grant distributions.

Allen reported that the Meridiam resolution passed Council, and the RDC will have a public hearing on July 5. Additionally, Allen noted that the RDC was scheduled to close on certain IU Health parcels by the end of the month and ahead of the RDC's next scheduled meeting.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. Business Development Updates: Alex Crowley updated the commission on the Commercial Real Estate RFQ. The responses are due July 14.

A. NEW BUSINESS

A. Resolution 22-36: Approval of Demolition Contract for Hopewell Phase 1 East. Matt Smethurst reported receiving 5 bids for the project. Bids were opened on June 6, 2022. The two lowest bids were incomplete. The third lowest bid was Renascent, for \$588,775.02. The resolution has the incorrect bid amount and will need to be amended to reflect the \$588,775.02. Smethurst said

demolition is anticipated to begin in July. The contractor will have 60 days to complete the demolition. This item is also on tonight's Board of Public Works agenda, for approval.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 22-36 as amended with the correct bid amount of \$588,775.02. Deb Hutton seconded the motion. The motion was unanimously approved.

- B. Resolution 22-37: Approval of Revised Primary Plat Approval for Hopewell Phase 1 East Project. The RDC previously approved a primary plat for Phase 1 East, which called for the vacations of existing alley right of way. As part of the vacation process, the Common Council requested that replacement alleys be dedicated as public right of way on the Phase 1 East plat. Patrick Dierkes described the plat revisions. He noted that the alleys are fixed and if they needed to be moved, it would require another vacation of right of way by Council. Dierkes also noted that potential building size was one of the concerns of Council, and there are certain things that can be adjusted, but the alleys themselves are fixed.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-37. Randy Cassady seconded the motion. The motion was unanimously approved.

Public Hearing Begins

- C. Resolution 22-38: Sale of Real Property Located at 1306 West Kirkwood Avenue. John Zody gave a summary of the property. This property consists of one parcel that was acquired by the City's HAND Department, and the City has determined that it does not need this property for any public purpose. Zody said he obtained appraisals which averaged \$22,000. Zody said this is the public hearing to notice its sale.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 22-38. Deb Hutton seconded the motion. The motion was unanimously approved.

Public Hearing Ended

- D. Resolution 22-39: Approval of Funding for Painting and Sealing at the Dimension Mill. Alex Crowley stated the RDC has approved several previous improvements at the Mill to mitigate a persistent and lingering odor that is present in two of the offices in the Dimension Mill. City staff now recommend that the RDC enter into a service agreement with Ann-Kriss Inc. to perform preparation painting, and sealing services at the Mill and other maintenance that might be needed at other RDC properties for an amount not to exceed \$12,000.

Cindy Kinnarney asked for public comment. There were not comments from the public.

Deb Hutton moved to approve Resolution 22-39. Randy Cassady seconded the motion. The motion was unanimously approved.

- E. Resolution 22-40: Right of Entry to Dimension Mill Inc. and the Boy & Girls Club for Access to Trades District Lots for Lemonade Day. Alex Crowley stated the Dimension Mill in partnership with the Boys & Girls Club of Bloomington would like to use the property for their Lemonade Day Carnival on Tuesday, June 28, 2022.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 22-40. Deb Hutton seconded the motion. The motion was unanimously approved.

- F. Resolution 22-41: Right of Entry for Access to the Fourth Street Parking Garage for Art Shows. Alex Crowley said this request is from Economic and Sustainable Development. The City's Assistant Director of the Arts, Holly Warren, would like to make this space available in July and August of 2022 for visual arts exhibits. Crowley said on July 1, the Bloomington Photography Club would like to begin installing its annual exhibition in the RDC property for display of up to 76 framed photographs through August 19, 2022. On August 1, 2022, the City would like to host a local quilter's exhibition, which would open on August 5, 2022, with a ribbon cutting ceremony and continue through September 10, 2022.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy moved to approve Resolution 22-41. Deb Hutton seconded the motion. The motion was unanimously approved.

- G. Resolution 22-42: Approval of Additional Funds for Neighborhood Improvement Grant Distributions. John Zody said there were three neighborhood improvement grants awarded, which the RDC previously approved. We have since found out that at least 1 of those projects require some ordering of supplies and materials. One of the charges is more than expected so we are expecting some overage on all of the grants. Staff feels that an additional allocation not to exceed \$2,000 will be sufficient to cover any overages for all projects.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-42. Randy Cassady seconded the motion. The motion was unanimously approved.

VI. BUSINESS/GENERAL DISCUSSION

VII. ADJOURNMENT

Randy Cassady moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 5:47 pm.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

RESOLUTION NO. 22-43

RESOLUTION OF THE BLOOMINGTON REDEVELOPMENT COMMISSION CONFIRMING ITS DECLARATORY RESOLUTION THAT DECLARED THE BLOOMINGTON MERIDIAM ECONOMIC DEVELOPMENT AREA

WHEREAS, on June 6, 2022, in Resolution 22-33, the Bloomington Redevelopment Commission (the “Commission”), being the governing body of the Bloomington Department of Redevelopment (the “Department”), approved and adopted its Declaratory Resolution declaring the formation of the Bloomington Meridiam Economic Development Area and the Bloomington Meridiam Allocation Area (the “Declaratory Resolution”); and

WHEREAS, on June 13, 2022, the Bloomington Plan Commission (the “Plan Commission”) adopted its resolution constituting the written order of the Plan Commission approving the Declaratory Resolution; and

WHEREAS, pursuant to Sections 17 and 41 of the Act, the Common Council of the City on June 15, 2022, approved, ratified and confirmed the Declaratory Resolution; and

WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Areas and filed a copy of said Notice in the offices of all departments, bodies or officers of the City having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

WHEREAS, at the hearing held by the Commission on the July 5, 2022, at 5:00 p.m. (local time), in City Hall, 401 N. Morton Street, Bloomington, Indiana, the Commission heard all persons interested in the proceedings and considered written remonstrances and objections, if any; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects for the Areas and confirming the Declaratory Resolution, in accordance with Section 17 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Bloomington Redevelopment Commission, governing body of the Bloomington Department of Redevelopment, as follows:

1. After considering the evidence presented at the hearing on July 5, 2022, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Declaratory Resolution.

2. The Commission hereby finds and determines that it will be of public utility and benefit to proceed with the Plan in the form approved by the Commission in the Declaratory Resolution.

3. The Declaratory Resolution is hereby confirmed.

4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects and confirming the Declaratory Resolution pertaining to the Areas.

5. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Section 17(d) of the Act.

Adopted the 5th day of July, 2022.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Cindy Kinarney, President

Deborah Myerson, Secretary

Deb Hutton, Member

Randy Cassady, Member

**RESOLUTION NO. 22-33
OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA**

**DECLARING AN AREA IN BLOOMINGTON AS
AN ECONOMIC DEVELOPMENT AREA, DESIGNATING SUCH AREA AS
AN ALLOCATION AREA AND APPROVING AN ECONOMIC DEVELOPMENT
PLAN FOR SAID AREA**

WHEREAS, the City of Bloomington, Indiana (the "City"), desires to undertake an economic development project that will assist the City in a project by Hoosier Networks, LLC, or its subsidiaries, affiliates, successors or assigns (collectively, the "Company"), to install fiber optic cable that will provide high speed internet in certain areas in the City; and

WHEREAS, the City desires to create an economic development area that will include all areas in the City where the Company's depreciable personal property will be located (the "Project"); and

WHEREAS, the Bloomington Redevelopment Commission (the "Commission"), governing body of the Bloomington Department of Redevelopment (the "Department"), pursuant to Indiana Code 36-7-14, as amended (the "Act"), has thoroughly studied the area of the City described above, and consists of all depreciable personal property consisting of fiber optic cable installed for the Project in the City where the Company's depreciable personal property will be located, with such area to be designated as the "Bloomington Meridian Allocation Area" (the "Allocation Area"), which area is also an economic development area known as the "Bloomington Meridian Economic Development Area" (the "Area"); and

WHEREAS, the Commission has caused to be prepared maps and plats showing the boundaries of the Area, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, or redevelopment of the Area, and the parts of the Area acquired that are to be devoted to public ways and other public purposes under the Plan (as hereinafter defined), lists of the owners of the various parcels of property to be acquired, if any, and an estimate of the cost of the acquisition and redevelopment; and

WHEREAS, there has been presented to this meeting for consideration and approval of the Commission an economic development plan for the Area (the "Plan"), which is attached to this Resolution as Exhibit A and incorporated herein by referenced thereto; and

WHEREAS, the Commission has caused to be prepared estimates of the costs of the development projects as set forth in the Plan; and

WHEREAS, the Plan and supporting data were reviewed and considered at this meeting; and

WHEREAS, Sections 41 and 43 of the Act have been created to permit the creation of "economic development areas" and to provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal

8. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

9. The Plan is hereby in all respects approved, and the secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting. The Area is hereby designated, declared and determined to be an “economic development area” under Section 41 of the Act.

10. The entire Area is hereby designated as an “allocation area” pursuant to Section 39 of the Act, designated as the “Bloomington Meridian Allocation Area” (the “Allocation Area”) for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Pursuant to the Act and this resolution, there is created an allocation fund related to the Allocation Area hereby designated as the “Bloomington Meridian Allocation Area Allocation Fund” (the “Allocation Fund”). Any property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

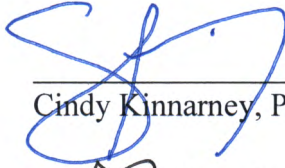
Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into the Allocation Fund for the allocation area and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(3) of the Act, as the same may be amended from time to time. The Allocation Fund may not be used for operating expenses of the Commission. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) of the Act.

11. The Commission hereby designates Hoosier Networks, LLC and any of its successors, affiliates or assigns (collectively, the “Designated Taxpayer”), as a “designated taxpayer” for purposes of Section 39.3 of the Act. The Commission hereby finds with respect to the Designated Taxpayer that:

(a) The taxes to be derived from the Designated Taxpayer’s depreciable personal property in the allocation area and all other depreciable property located and taxable on the Designated Taxpayer’s site of operations within the allocation area in excess of the taxes attributable to the base assessed value of that personal property, are needed to pay debt service or to provide security for bonds issued under Section 25.1 of the Act or to make payments or to provide security on leases payable under Section 25.2 of the Act, in order to

Adopted this 6th day of June, 2022.

BLOOMINGTON REDEVELOPMENT
COMMISSION



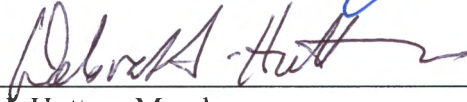
Cindy Kinnarney, President



Deborah Myerson, Secretary



Randy Cassady, Member



Deb Hutton, Member

**BLOOMINGTON, INDIANA
REDEVELOPMENT COMMISSION**

Economic Development Plan
Meridiam Economic Development Area

June 6, 2022

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SUMMARY

REQUIRED FINDING OF FACTS TO SUPPORT THE STATUTORY REQUIREMENTS

FACTS

1. This Economic Development Plan (the “Plan”) promotes significant opportunities for gainful employment of its citizens, attracts a new major business enterprise to the City, retains and expands significant business enterprises existing in the boundaries of the City, and meets other statutory purposes, as set forth in Indiana Code Sections 36-7-14-2.5 and 36-7-14-43.
2. The Plan for the Meridian Economic Development Area (the “EDA”) cannot happen by regulatory process or by the ordinary operation of private enterprise because of the lack of public infrastructure or other similar conditions.
3. The public health and welfare will benefit by the accomplishment of the Plan for the EDA.
4. The achievement of the Plan for the EDA will constitute a public utility and will benefit as measured by the attraction or retention of permanent jobs, an increase in the property values, thus equating to increased assessed value (which herein is defined as “assessed value”), improved diversity of the economic base through the enhanced mix of property and other public benefits and the expansion of technology and high speed internet services to a significant portion of Bloomington, Indiana (the “City”), which is in direct alignment with the goals of the Federal Government.
5. The Plan for the EDA conforms to other development and redevelopment plans for the City.

PURPOSE AND BACKGROUND

Purpose

The Bloomington Redevelopment Commission (the “Redevelopment Commission”) has been established in accordance with Indiana Code 36-7-14, as amended (the “Act”), for the purpose of fostering economic development and redevelopment within certain eligible areas of Bloomington, Indiana (the “City”). The Redevelopment Commission has identified certain areas of the City, including any cities or towns without a redevelopment commission, where Meridian SAS, Hoosier Networks, LLC, or any of their affiliates, successors or assigns (collectively, the “Company”) will build, construct and/or install fiber optic cable and related equipment to provide high-speed internet services will be located (the “Project”).

The purposes of this Plan are to benefit the public health, safety, morals and welfare of the citizens of the City, to increase the economic well-being of the City and the State of Indiana and to serve to protect and increase property values in the City and the State of Indiana. The Plan is designed to promote significant opportunities for the gainful employment of citizens of the City, retain and expand existing significant business enterprises in the City, provide for local public improvements in the Area, retain permanent jobs, and increase the property tax base. This document is intended to be approved by the Bloomington Redevelopment Commission in conformance with the procedures set forth in the Act and described herein.

The Plan has been undertaken within the context of recent economic development initiatives in the City in order to set forth the objectives for current and future development, including the construction of public roads, utilities, and other infrastructure, including fiber optic cables and related equipment to provide high-speed internet services throughout the City. This Plan recognizes the need for potential economic development incentives to attract significant employers and to accelerate commercial development to the Area, and that such future development in the Area may also require significant improvements to the roads, the sanitary sewer system, the water system and/or other infrastructure improvements which benefit and serve the Area in order to facilitate such development.

DESIGNATION OF TAX INCREMENT ALLOCATION AREAS

The Redevelopment Commission recognizes that tax increment financing (“TIF”) is one method by which local governments may finance incentives and infrastructure by allowing the capture and use of incremental property tax revenues attributable to new commercial development in the Area to pay the costs of capital improvements in the Area or to pay debt service on bonds issued by the City or by the Bloomington Redevelopment District (the “District”) to finance the costs of such improvements. To implement TIF, the Redevelopment Commission may designate all or a portion of the Area as an “allocation area” pursuant to Section 39 of the Act for purposes of the allocation and distribution of property taxes on *real property* for the purposes and in the manner provided by Section 39 of the Act. Additionally, pursuant to Section 39.3 of the Act, the Redevelopment Commission may designate an entity as a “designated taxpayer” for the allocation and

distribution of property taxes on certain depreciable *personal property*. As new projects and needs arise in the future, the Redevelopment Commission may designate additional portions of the Area as tax increment allocation areas.

DESCRIPTION OF THE AREA

The Redevelopment Commission has determined that implementation of the Plan would be facilitated by the designating the area of the City, upon which the Company will build, construct and/or install fiber optic cable and related equipment to provide high-speed internet services will be located, as the Meridian Economic Development Area (the “Area”), and designating all of the Area as a tax increment allocation area for purposes of the Act, to be known as the “Meridian Allocation Area” (the “Allocation Area”). The Area and the Allocation Area are located within the corporate boundaries of the City, and consists of all depreciable personal property tax proceeds attributable to the incremental assessed valuation due to where the Project is situated, which area will include all depreciable personal property consisting of any and all structures, equipment and fiber optic cable due to the Project located within the City. In addition, the Redevelopment Commission believes it necessary to designate the Company as a designated taxpayer from which incremental personal property tax revenues may be captured. As described further below, the Redevelopment Commission has determined that the tax increment revenues generated from such personal property of the Company will be needed to secure the repayment of bonds issued to finance infrastructure improvements and/or the purchase of equipment which benefit and serve the Area. Consequently, the taxes to be derived from the depreciable personal property of the Company in the Allocation Area and all other depreciable property located and taxable on the Company’s site of operations within the Allocation Area in excess of the taxes attributable to the base assessed value of that personal property, will be needed to pay debt service on bonds issued under Section 25.1 of the Act, or to make payments or to provide security on leases payable under Section 25.2 of the Act, in order to provide local public improvements for the Allocation Area.

DESCRIPTION OF PROPOSED PROJECTS

The Project to be undertaken by the Company is anticipated to be comprised of certain and the design, construction, and/or installation of (1) fiber optic cable in public rights-of-way and (2) any necessary, related electronic equipment.

The City is also pledging up to \$1,000,000 for a Digital Equity Fund (“City’s Initial Contribution”) that will be used to pay the installation of costs of fiber to income-qualifying residents up to \$350 per unit. The Company will pay an annual digital equity dividend of \$85,000 in the Digital Equity Fund and half (50%) of the costs of bringing fiber to the income-qualifying residents as long as funds remain from the City’s Initial Contribution. After the City’s Initial Contribution of \$1,000,000 is expended from the fund, the Company will cover all (100%) of the installation costs of bringing fiber to income-qualifying residents.

In order to accomplish such Project and otherwise implement this Plan, the Redevelopment Commission recognizes and determines that tax increment revenues

derived from the Allocation Area, as well as other funds of the Redevelopment Commission legally available for such purposes, may be used for the following purposes, all of which shall be deemed to be a part of the Project or Projects contemplated by this Plan:

- To pay or finance the cost of the design, engineering and/or construction of various infrastructure improvements in or serving the Area (as well as demolition, in, serving, or benefiting the Area), including without limitation, (1) transportation enhancement projects including, without limitation, curbs, gutters, shoulders, street paving and construction, bridge improvements, rail crossings and spur track improvements, sidewalk and multiuse pathway improvements, street lighting, traffic signals, signage, parking lot improvements, and site improvements including landscape buffers; (2) utility infrastructure projects including, without limitation, utility relocation, water, sanitary sewer and/or storm water lines, water wells, water towers, pumping stations, lift stations, waste water lines, storm water lines, retention ponds, ditches, storm water basin improvements, and high-speed telecommunications and fiber-optic cable and related equipment, together with other similar utility costs or improvements; (3) public park improvements and recreational equipment; (4) job training and assistance as permitted under I.C. § 36-7-14-39(b)(3)(K) and I.C. § 36-7-25-7; (5) eligible efficiency projects as permitted under § 36-7-14-39(b)(3)(L); and (6) all projects related to any of the forgoing projects and all other purposes permitted by law. Although the precise nature of infrastructure that may be necessary from time to time to attract and retain prospective redevelopment and economic development opportunities in the Area cannot be predicted with certainty, the availability of adequate infrastructure is of fundamental importance in attracting and retaining such opportunities in the Area.
- To offset payments by developers on promissory notes in connection with economic development revenue bond financings undertaken by the City, or to pay principal or interest on economic development revenue bonds issued by the City to provide incentives to developers, in furtherance of the economic development or redevelopment purposes of the Area. The provision of incentives by the application of tax increment revenues to offset developer promissory notes that secure economic development revenue bonds, or to pay principal or interest on economic development revenue bonds issued by the City to provide incentives to developers, in furtherance of the economic development or redevelopment purposes of the Allocation Area, has become an established financial tool and an increasingly common form of incentive for attracting economic development and redevelopment.
- To pay or finance the costs of the acquisition or design, engineering and/or construction of projects to enhance the cultural attractiveness of the entire City, including the portion thereof which comprises the Area.

- To pay or finance the costs of the acquisition or design, engineering and/or construction of projects to enhance the public safety of the entire City, including the portion thereof which comprises the Area.
- To pay or finance the costs of the design, engineering and/or construction and installation of public amenities such as street trees, street furniture, and wayfinding signage.
- To fund job training grants and assistance as permitted under I.C. § 36-7-14-39(b)(2)(K) and I.C. § 36-7-25.
- To provide financial incentives to new and existing businesses locating in the Area as permitted by law including targeted incentives to encourage the reuse and redevelopment of commercial structures in the Area.

Based on the development profile of the Area, the Redevelopment Commission has determined that the development of the Area will not proceed as planned without the contribution of tax increment revenues derived from the Allocation Areas to the Projects described above.

ACQUISITION OF PROPERTY

In connection with the accomplishment of the Plan, the Redevelopment Commission has no present plans to acquire any interests in real property. In the event the Redevelopment Commission determines to acquire any interests in real property in the future, it shall follow procedures set forth in Section 19 of the Act. The Redevelopment Commission may not exercise the power of eminent domain.

THE PROCESS OF DESIGNATING AN ECONOMIC DEVELOPMENT AREA

The following represents a general narrative summary of the sequence of actions necessary to designate territory as an economic development area in the City. The designation of any tax increment allocation areas would be included in the process for the designation of an economic development area. Any future amendments to this Plan or to the declaratory resolution establishing the Area will be required to follow an identical process as described below.

Declaratory Resolution

To establish an economic development area, the Redevelopment Commission must first pass a declaratory resolution (the “Declaratory Resolution”) and adopt an economic development plan for the area. The Declaratory Resolution declares the intent of the Redevelopment Commission to create an economic development area.

Plan Commission Review

After passing the Declaratory Resolution, the Redevelopment Commission must then submit the Declaratory Resolution and the adopted economic development plan to the Bloomington Plan Commission (the “Plan Commission”) for review to assure that the

Declaratory Resolution and the economic development plan conform to the plan of development for the City. The Plan Commission is not charged with the responsibility of evaluating and approving the merits of the Declaratory Resolution or the economic development plan. Rather, the Plan Commission's task is to determine whether the Declaratory Resolution and economic development plan conform to the plan of development for the City, as contained in the previously established comprehensive plan for the City. While an economic development plan may contemplate an alteration of land use in the City in response to a specific economic development project, any required rezoning must be approved by the Plan Commission at the appropriate time.

Common Council Approval

Upon receiving the approvals of the Redevelopment Commission and the Plan Commission, the Declaratory Resolution and economic development plan must be submitted to the Common Council of the City (the "Common Council") for its approval before the economic development plan can be implemented. The Common Council may approve or reject the Plan.

Confirmatory Resolution

Upon receipt of approval by the Common Council, the Redevelopment Commission must then give notice and hold a public hearing wherein the Redevelopment Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings. Following the public hearing, the Redevelopment Commission must pass a resolution which confirms, or modifies and confirms, the Redevelopment Commission's Declaratory Resolution designating territory as an "economic development area" and adoption of the proposed economic development plan (the "Confirmatory Resolution"). The Redevelopment Commission is not required to take this action, but may consider whether such designation is still appropriate. If the Redevelopment Commission passes the Confirmatory Resolution, an economic development area is then finally declared and designated.

EXAMPLES OF HOW THE CITY INTENDS TO MEET THE STATUTORY FINDINGS

The Project

The fiber optic system planned by the Company will enhance economic development and improve the overall financial health of the City by enhancing efforts to expand and diversify the economy by attracting 21st century businesses which rely upon technology and require band width in order to locate in the City. It will also anticipated that the Project will lead to the direct creation of jobs and an increase in annual payroll.

It is crucial to the long term fiscal health of the City that it be positioned to attract technology driven businesses especially those in logistics, advanced manufacturing, energy and agriculture. The local workforce is trained in these vocations and additional training

will improve skill levels to a degree commensurate with those required in the aforementioned industries.

Acquisition of Property

In order to accomplish the Project, the Redevelopment Commission may acquire, without the use of eminent domain, properties and right-of-way in the Project areas. The Redevelopment Commission shall follow procedures in IC 36-7-14-19, in any current or future acquisition of property. The Redevelopment Commission may not exercise the power of eminent domain in an economic development area. The acquisition process may be needed in order to facilitate the plan. At this time, no acquisition of property is contemplated.

Disposal of Property

The Redevelopment Commission may dispose of real property, if any is acquired, by sale or lease to the public, after causing to be prepared two (2) separate appraisals of the sale value or rental value to be made by independent appraisers. The Redevelopment Commission will prepare an offering sheet and will maintain maps and plats showing the size and location of all parcels to be offered. Notice will be published of any offering in accordance with IC 36-7-14-22. The Redevelopment Commission will follow the procedures of IC 36-7-14-22 in making a sale or lease of real property acquired. At this time, the disposal of property is neither anticipated nor expected, but may occur in the future.

Financing the Projects

It is the intention of the Redevelopment Commission to create a TIF District and to capture all incremental depreciable personal property within the EDA in order to finance the necessary projects. It may be necessary to issue bonds sometime in the future, based on the incremental ad valorem property taxes allocated under IC 36-7-14-39, in order to raise money for property acquisition and completion of the Projects in the Area, or the Redevelopment Commission may choose to “pay-as-you-go”.

Either form of financing may be used for part, or all, of the following:

- (1) The cost of land, right of way and other property to be acquired and developed;
- (2) All reasonable and necessary architectural, engineering, and construction, equipment, legal, financing, accounting, advertising, bond discount, and supervisory expenses related to the acquisition and development of the Project or the issuance of bonds;
- (3) Interest on, and principal of, the bonds issued by the Commission for the project; and

- (4) Expenses that the Commission is required or permitted to pay under IC 8-23-17.

In conjunction with some form of financing, the Redevelopment Commission may enter into a lease of any property that could be financed with the proceeds of bonds under IC 36-7-14. The lease is subject to the provision of IC 36-7-14-25.2 and IC 36-7-14-25.3.

Amendment of the Plan

By following the procedures specified in IC, 36-7-14-15 the Redevelopment Commission may amend the Plan for the Area.

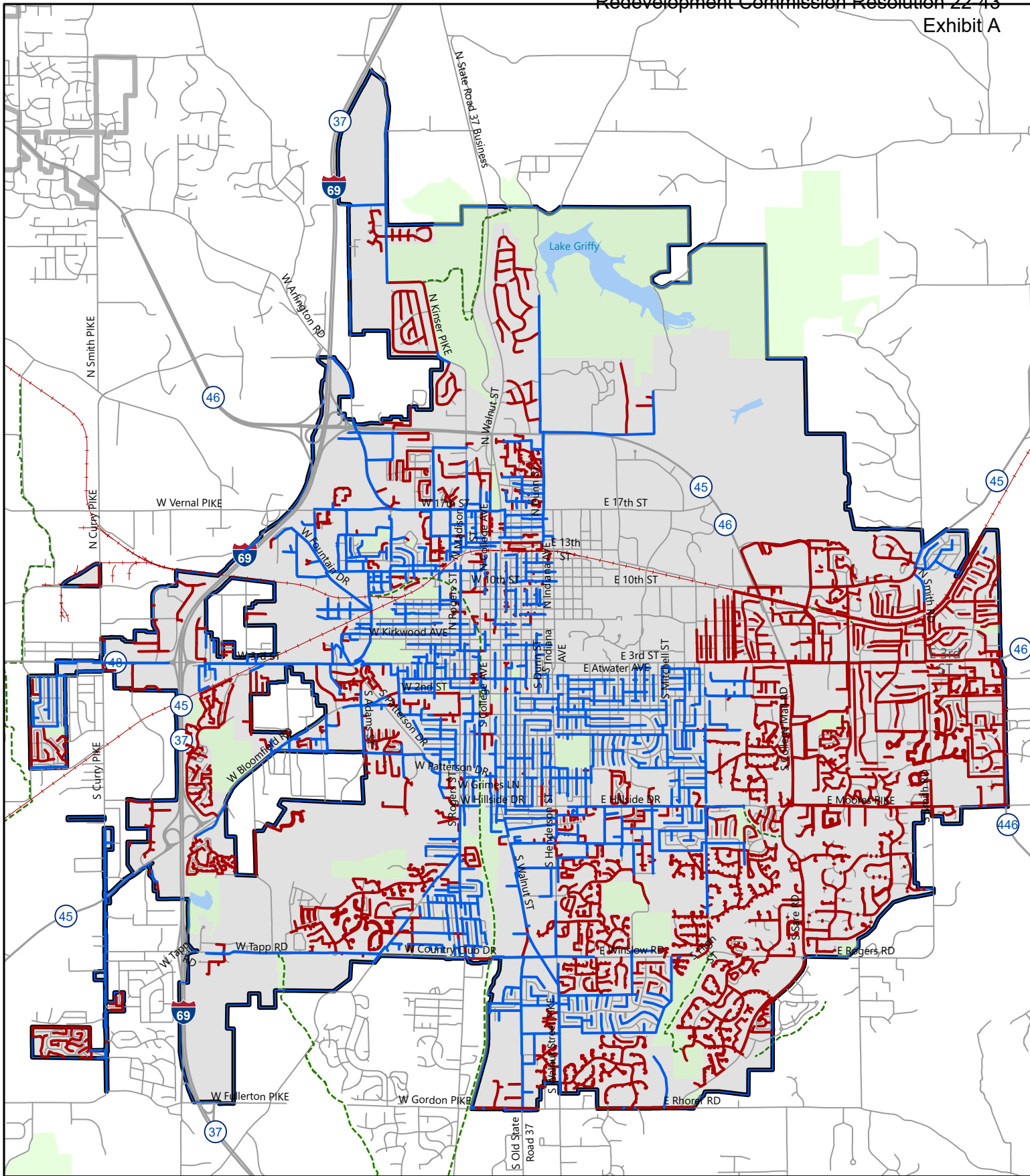
**FACTUAL REPORT IN SUPPORT
OF FINDINGS CONTAINED IN DECLARATORY RESOLUTION**

1. The Plan for the Meridian Economic Development Area (the “Area”) will promote significant opportunities for growth and the gainful employment of citizens of Bloomington, Indiana (the “City”) by providing the means to extend state of the art fiber optic lines and high speed internet services to the Area. This 21st century infrastructure is necessary to attract employers engaged in advanced manufacturing, logistics, distribution, food processing, energy, health care and value-added agriculture. This infrastructure will improve the City’s ability to attract employers as follows:
 - A. To locate in the Area, entities require sites that are shovel ready with all required infrastructure, including fiber optic broad band services. This Plan will provide a mechanism for allowing public funding for a portion of the costs of the fiber optic lines and electronic equipment required to bring high speed internet services to the Area.
 - B. The Plan provides for these services to be brought to publicly owned sites that are developed or will be developed as shovel ready sites suitable for development by entities that are engaged in logistics, distribution, food processing, energy, health care and value added agriculture.
2. The Plan:
 - A. Will promote significant opportunities for the gainful employment of the citizens of the City;
 - B. Is likely to attract major new business enterprises as a result of the existence of fiber optic and broadband services;
 - C. Enables the use of public funding to guide infrastructure design and construction and thus development in the Area to promote basic

employment and mixed uses of the land, to an extent individual property owners would not otherwise attain.

- D. Benefits the public health, safety, morals and welfare of the citizens of the City and State as follows: The Plan, when fully implemented, will add high-speed broadband services that are required in the transmission of medical records. Development of this 21st century infrastructure will permit the community to approach land use development, public services, resources and public investments in a positive manner; and
 - E. Increases the economic well-being of the City and the State of Indiana in direct alignment with the Governor's public statements of promoting economic development opportunity in Indiana through the extension of 21st century broadband services throughout the state, especially in rural areas.
3. The planning and development of the Area will benefit the public health, safety morals and welfare; it will increase the economic well-being of the City and the City and serve to protect and increase property values in the City and the State of Indiana.
- A. The Plan will create new employment opportunities; and
 - B. The Plan will diversify the local economy and add employment opportunities that do not now exist and cannot exist without the addition of 21st century broadband fiber optics.
4. The Plan for the Area cannot be achieved by the regulatory processes or by ordinary operation of private enterprise without resorting to IC 36-7-14 (the Redevelopment statutes) because of the lack of public improvements, the existence of geological impediments to industrial development and multiple ownership of land.
5. The accomplishment of the Plan for the Area will be of public utility benefit, for the following reasons. First, based on discussions with the Company, it is the Redevelopment Commission's understanding that the full development of the Area, pursuant to the Plan will allow for the attraction of permanent high tech jobs in the City. Secondly, current employers in the City have indicated a need for updated fiber optic broadband services to transmit engineering, medical records, books and technical manuals. The expectation is that hundreds of local jobs will be preserved and retained as a result of implementation of the plan. This information has been developed through interviews with a number of existing employers. It is also estimated that, when fully developed in accordance with the Plan, the assessed value for real property and depreciable personal property will be significantly increased. Lastly, the Plan will promote and support industrial, general business, medical, office, logistic, distribution, food processing development and generate CAGIT, LOIT and CEDIT taxes which are of increasing importance with the adoption of property tax caps.

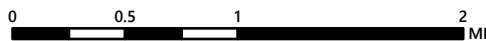
6. The Commission believes that the TIF District will generate, over time, along with federal, state and local funds, sufficient monies to fully implement the Plan.



ITS
Department
**City of
Bloomington**



Municipal Boundary



For use as map information only, information is NOT warranted.

Hoosier Networks (Meridian) Proposed Infrastructure

Aerial

Underground

Produced: 6/3/2022



Layout: MeridianProposedInfrastructureMap
Project: MeridianFiberPlanning

RESOLUTION NO. 22-44

A RESOLUTION OF THE CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF A CONDITIONAL PROJECT EXPENDITURE AGREEMENT OF THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington Redevelopment Commission (the “Commission”) has created the Bloomington Meridiam Economic Development Area (the “Meridiam Economic Development Area”), has designated such area as an allocation area (the “Meridiam Allocation Area”), for purposes of the allocation and distribution of property taxes under IC 36-7-14-39 and IC 36-7-14-39.3, and has created the Meridiam Allocation Fund (the “Meridiam Allocation Fund”) pursuant to IC 36-7-14-39; and

WHEREAS, Hoosier Networks, LLC, or its subsidiaries, affiliates, successors or assigns (“Hoosier Networks”), has asked for assistance from the City of Bloomington, Indiana (the “City”) and the Commission in financing certain necessary and infrastructure construction costs so that Hoosier Networks may increase its operations and create jobs in the community workforce, which will lead to further economic development in the Meridiam Economic Development Area (the “Project”); and

WHEREAS, the City of Bloomington Economic Development Commission has approved the issuance of a Conditional Project Expenditure Agreement (the “Conditional Project Expenditure Agreement”), the proceeds of which will be provided to Hoosier Networks and applied to a portion of the costs of the Project; and

WHEREAS, to preserve jobs in the City, the Commission has agreed to pledge ninety-five percent (95%) of the tax increment revenues for twenty years generated from the Project in the Meridiam Allocation Area to the payment of the Conditional Project Expenditure Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington Redevelopment Commission, as follows:

1. Ninety-Five percent (95%) of the available personal property tax increment relating to the Project (the “Project TIF Revenues”) each year for a period of twenty (20) years generated each year from the Project in the Meridiam Allocation Area and deposited in the Meridiam Allocation Fund pursuant to IC 36-7-14-39 and IC 36-7-14-39.3 shall be set aside and used only as set forth in this Resolution.

2. On each January 15 and July 15, beginning with the first January or July in which Project TIF Revenues are generated, the Project TIF Revenues shall be immediately transferred to the Conditional Project Expenditure Agreement Fund that is hereby created and maintained by the Clerk-Treasurer of the City for application in accordance with the Conditional Project Expenditure Agreement and Financing Agreement between Hoosier Networks and the City, dated as of July 1, 2022 (the “Financing Agreement”).

3. Pursuant to IC 36-7-14-39(b)(2)(D) and IC 5-1-14-4, the Commission hereby pledges the Project TIF Revenues deposited into the Meridiam Allocation Fund and transferred to

the Conditional Project Expenditure Agreement Fund for disposition in accordance with the Conditional Project Expenditure Agreement and Financing Agreement.

4. After making the deposits described in Section 3 above, if any, any remaining Project TIF Revenues on each February 1 and August 1 shall remain in the General Account of the Meridiam Allocation Fund and may be used for any purpose permitted by law, subject to the remaining pledge of such Project TIF Revenues for the then outstanding amount of expenditures relating to the Conditional Project Expenditure Agreement.

5. The Commission reserves the right to authorize and issue additional bonds, leases or other obligations (the "Parity Obligations"), payable out of the Project TIF Revenues, ranking on a parity with the Conditional Project Expenditure Agreement authorized by this Resolution and payable ratably from the Project TIF Revenues for the purpose of raising money for future property acquisition, economic development or redevelopment, or to refund such obligations, subject to the following conditions:

(a) All interest on and principal of all obligations payable from the Project TIF Revenues shall have been paid to date in accordance with the terms thereof, provided, this condition shall be deemed satisfied in any required amount is to be provided from the proceeds of the Parity Obligations or other funds of the Commission.

(b) As of the time of issuance of the Parity Obligations, the balance in the Reserve Account (if required and established) shall be at least equal to the Debt Service Reserve Requirement (if required and established) for the Conditional Project Expenditure Agreement and all then outstanding obligations ranking on a parity therewith which are secured by the Reserve Account, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the Parity Obligations or other funds of the Commission.

(c) The Commission shall have received a certificate prepared by an independent certified public accountant or an independent financial consultant (the "Certifier") certifying that the Project TIF Revenues estimated to be received in each succeeding year, adjusted as provided below, is estimated to be equal to at least 125% of the principal and interest requirements for each respective year during the term of the obligations with respect to the Conditional Project Expenditure Agreement and any Parity Obligations. In estimating the Project TIF Revenues to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or to be assessed as of the assessment date immediately preceding the issuance of the Parity Obligations, adjusted for current and future reductions of property tax abatements granted to taxpayers in the Meridiam Economic Development Area without regard to any assumed increases in property values or property tax rates; provided, however, the Certifier may include in the calculation of Project TIF Revenues to be received in the Meridiam Economic Development Area, Project TIF Revenues based on the addition of new assessed value from new real or personal property proposed to be included in the Meridiam Allocation Area, to the extent that the Certifier believes the amount to be reasonable.

6. Upon the defeasance of the Conditional Project Expenditure Agreement, any moneys remaining in the funds and accounts shall be returned to the Commission for deposit into

the Meridiam Allocation Fund and may be used by the Commission for any purpose permitted by law.

7. This resolution shall take effect immediately upon adoption by the Commission.

Adopted the 5th day of July, 2022.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

Deborah Myerson, Secretary

Randy Cassady, Member

Deb Hutton, Member

**CITY OF BLOOMINGTON, INDIANA
CONDITIONAL PROJECT EXPENDITURE AGREEMENT**

No. R-1

<u>ORIGINAL DATE</u>	<u>FINAL DISBURSEMENT DATE</u>
_____, 2022	Year 20 of Payments

MAXIMUM EXPENDITURE AMOUNT: NINETY-FIVE PERCENT (95%) OF PERSONAL PROPERTY TAX INCREMENT GENERATED BY THE PROJECT EACH YEAR

EXPENDITURE PAYEE: HOOSIER NETWORKS, LLC

The City of Bloomington, Indiana (the “City”), a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby promises to disburse in lawful money of the United States of America to the Expenditure Payee listed above, but solely from the payments on the Applicable TIF Revenues hereinafter referred to pledged and assigned for the payment hereof, the Maximum Expenditure Amount that is unpaid set forth above on or before the Final Disbursement Date or such lesser amount as has been advanced and remains unpaid on the Final Disbursement Date specified above, until the Maximum Expenditure Amount that is drawn upon is paid in full. The unpaid principal amount of this Conditional Project Expenditure Agreement (the “Agreement”) shall be the total amounts advanced by the Expenditure Payee from time to time, less any prior payment of principal by maturity. There shall be no interest paid under this Agreement. This Agreement is issued pursuant to an ordinance adopted by the Common Council of the City on the 15th day of June, 2022 (the “Ordinance”).

The Maximum Expenditure Amount of this Agreement is payable at the office of the Controller of the City (the “Controller”). All payments of the Maximum Expenditure Amount hereon will be made by the Controller by check mailed one business day prior to each February 1 and August 1 beginning the first year Applicable TIF Revenues are available at the address shown on the registration books of the Controller as maintained by the Controller, as registrar. The Expenditure Payee shall be entitled to receive payments by wire transfer by providing written wire instructions to the Controller for such payment.

This Agreement is subject to a Financing Agreement duly executed and delivered by the City and the Expenditure Payee, dated as of _____ 1, 2022 (the “Financing

Agreement”). This Agreement is given pursuant to and in full compliance with the Constitution and laws of the State of Indiana, particularly Indiana Code, Title 36, Article 7, Chapters 11.9 and 12 (the “Act”), and by appropriate action duly taken by the City which authorizes the execution and delivery of the Agreement and the Financing Agreement. This Agreement has been given in conformity with the provisions, restrictions and limitations of the Act.

The Bloomington Redevelopment Commission (the “Redevelopment Commission”) has pledged the Applicable TIF Revenues (as defined in the hereinafter defined Pledge Resolution) to the payment of the Maximum Expenditure Amount under this Agreement pursuant to its Pledge Resolution, adopted by the Redevelopment Commission as Resolution No. _____, on July 5, 2022 (the “Pledge Resolution”).

The City may deem and treat the Expenditure Payee hereof as the absolute owner hereof for the purpose of receiving payment of or on account of Maximum Expenditure Amount hereof and for all other purposes and the City shall not be affected by any notice to the contrary.

This Agreement shall not represent or constitute a debt of the City, the State of Indiana, or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the City, the State of Indiana, or any political subdivision or taxing authority thereof. This Agreement is not a general obligation or liability of the City, the State of Indiana, or of any political subdivision or taxing authority thereof, but is a special limited obligation of the City and is payable solely and only from the Applicable TIF Revenues pledged and assigned for its payment in accordance with this Agreement. Neither the faith and credit nor the taxing power of the City, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the Maximum Expenditure Amount. This Agreement does not grant the owners or holders thereof any right to have the City, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the Maximum Expenditure Amount. The City has no taxing power with respect to this Agreement. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, director, officer, agent, attorney or employee of the Bloomington Economic Development Commission (the “Economic Development Commission”), the Redevelopment Commission or the City in his or her individual capacity, and no member, director, officer, agent, attorney or employee of the Economic Development Commission, the Redevelopment Commission or the City executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance of this Agreement.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana precedent to and in the issuance of this Agreement exist, have happened and have been performed, and that the issuance, authentication and delivery of this Agreement has been duly authorized by the City.

IN WITNESS WHEREOF, the City of Bloomington, Indiana, has caused this Agreement to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Controller.

CITY OF BLOOMINGTON, INDIANA

By: _____
John Hamilton, Mayor

Jeffrey Underwood, Controller

CERTIFICATE OF AUTHENTICATION

This Conditional Project Expenditure Agreement is the one issued and delivered pursuant to the provisions of the within-mentioned Ordinance.

By _____
Jeffrey Underwood, Controller

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (insert name and address) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a broker-dealer or a commercial bank or trust company.

FINANCING AGREEMENT

BETWEEN

HOOSIER NETWORKS, LLC

AND

THE CITY OF BLOOMINGTON, INDIANA

Dated as of July 1, 2022

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FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of July 1, 2022 (the “Financing Agreement”) between HOOSIER NETWORKS, LLC, a Delaware limited liability company (the “Company”), and THE CITY OF BLOOMINGTON, INDIANA (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the City to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the City with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1, the Bloomington Economic Development Commission held a public hearing and the City, upon finding that the Project (as defined herein) and the proposed financing of the acquisition, construction, equipping, installation and improvement thereof will retain employment opportunities in the City; will benefit the health and general welfare of the citizens of the City and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the City intends to enter into this Financing Agreement and issue its Conditional Project Expenditure Agreement to the Company to finance the installation of new high-speed internet fiber of the Company located in the City (the “Project”); and

WHEREAS, this Financing Agreement provides for the use of the financing by the Company through the issuance by the City of its Conditional Project Expenditure Agreement; and

WHEREAS, the Conditional Project Expenditure Agreement is be payable solely from ninety-five percent (95%) of the personal property increment generated from the Project located in the Meridiam Economic Development Allocation Area (the “Applicable TIF Revenues”), beginning at such time the Applicable TIF Revenues are available as “Year 1,” and continuing each year for a total of twenty (20) years thereafter.

In consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the City hereby further covenant and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the Conditional Project Expenditure Agreement. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Allocation Area” means the Meridian Economic Development Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with IC 36-7-14-39 for the purposes of capturing incremental personal property taxes of the Company levied and collected in such allocation area.

“Applicable TIF Revenues” means ninety-five percent (95%) of the real property increment generated from the Project located in the Economic Development Area and deposited into the Allocation Fund.

“City” means the City of Bloomington, Indiana.

“Company” means Hoosier Networks, LLC, or any successors thereto permitted under Section 3.3 hereof.

“Conditional Project Expenditure Agreement” means the agreement from the City to the Company evidencing the payment of the Applicable TIF Revenues.

“Economic Development Area” means the Meridian Economic Development Area.

“Pledge” means the pledge of the Applicable TIF Revenues by the Redevelopment Commission pursuant to its resolution adopted on July 5, 2022.

“Project” means the building, constructing and/or installing fiber optic cable and related equipment to provide high-speed internet services by the Company located in the City and the Allocation Area.

“Redevelopment Commission” means the Bloomington Redevelopment Commission.

“State” means the State of Indiana.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This Financing Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar

import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by City. City represents and warrants that:

(a) The City is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, the City is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Financing Agreement. The City agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The City shall issue its Conditional Project Expenditure Agreement to provide financing to the Company for the costs associated with the Project, subject to the consideration of the execution and delivery of this Financing Agreement, all for the benefit of the holders of the Conditional Project Expenditure Agreement, to expand employment opportunities in the City, Indiana and to benefit the health and general welfare of the citizens of the City and the State of Indiana.

Section 2.2. Representations by Company. Company represents and warrants that:

(a) It is a Delaware limited liability company validly existing under the laws of the state of Indiana, is authorized to do business in Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, and has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The provision of financial assistance to be made available to it under this Financing Agreement from the proceeds of the Conditional Project Expenditure Agreement and the commitments therefor made by the City have induced the Company to undertake the Project and such project will increase jobs and employment opportunities within the boundaries of the City.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Company's Operating Agreement or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, except as set forth in this Financing Agreement.

(d) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the

Company or might impair the ability of the Company to perform its obligations under this Financing Agreement.

(e) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE CITY AND COMPANY

Section 3.1. Payment of Principal/Payment of Taxes. The Conditional Project Expenditure Agreement is payable solely and only from Applicable TIF Revenues (to the extent the Company has made personal property tax payments and there are any Applicable TIF Revenues) as pledged to the City by the Redevelopment Commission pursuant to the Pledge. Under no circumstances shall the Company be liable for making any payments due under the Conditional Project Expenditure Agreement. In accordance with the Pledge, the City shall transfer to the Controller of the City for deposit in the Allocation Fund, on or before each January 15 and July 15, all of the available Applicable TIF Revenues for the payment of the Conditional Project Expenditure Agreement on the immediately succeeding February 1 or August 1.

Section 3.2. Maintenance of Existence. The Company agrees that it will maintain its existence as a corporation, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other corporations to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under this Financing Agreement.

Section 3.3. Indemnity The Company will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof), harmless from and against, all third party liabilities, losses, damages, costs, expenses, causes of actions, suits, claims, demands and judgments of any nature directly arising from or directly relating to:

- (a) Any material violation by the Company of any material agreement or material condition of this Financing Agreement;
- (b) Any material violation of any material contract, agreement or restriction by the Company relating to the Project, or a part thereof;
- (c) Any material violation of any material law, ordinance or regulation by the Company arising out of the ownership, occupancy or use of the Project, or a part thereof; and
- (d) Any negligent act, failure to act, or material misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees.

The foregoing shall not be construed to prohibit the Company from pursuing its remedies against the City for damages to the Company resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of the City.

Section 3.4. Completion and Use of Project.

(a) Company agrees that it will, within 36 months of the closing of the Conditional Project Expenditure Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power, all for the acquisition, construction, expansion, equipping and improvement of the Project and, upon completion, the Company will operate and maintain the Project in such manner as reasonably within Company's power so as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(End of Article III)

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. Events of Default.

(a) It shall be an Event of Default upon the failure of the Company to perform any covenant, condition or provision hereof and to remedy such default within 30 days after notice thereof from the City to the Company.

(b) During the occurrence and continuance of any event of default hereunder, the City shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. The City may, in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the City shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any event of default occurs and prior to the City exercising any of the remedies provided in this Financing Agreement, the Company will have completely cured such default, and shall have provided the City with evidence thereof to the reasonable satisfaction of the City, then in every case such default will be waived, rescinded and annulled by the City by written notice given to the Company. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

(c) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an event of default by the Company arising from a breach of representations as set forth in Section 2.2 hereof, or the filing of a voluntary or involuntary petition in bankruptcy under the United States Bankruptcy Code, or proceeding under any other applicable laws concerning insolvency, reorganization or bankruptcy by or against the Company, the City may in its discretion, proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance.

Section 4.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 4.3. Delay or Omission Not a Waiver. No delay or omission of the City to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

(End of Article IV)

ARTICLE V

IMMUNITY

Section 5.1. Extent of Covenants of the City; No Personal Liability. No recourse shall be had for the payment of the Conditional Project Expenditure Agreement or for any claim based thereon or upon any obligation, covenant or agreement contained in the Conditional Project Expenditure Agreement or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the City, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the City or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Financing Agreement (and any other agreement entered into by the City with respect thereto) and the issuance of the Conditional Project Expenditure Agreement.

Section 5.2. Liability of City. Any and all obligations of the City under this Financing Agreement are special, limited obligations of the City, payable solely out of the Applicable TIF Revenues and the other revenues and income derived under this Financing Agreement and as otherwise provided under this Financing Agreement. The obligations of the City hereunder shall not be deemed to constitute an indebtedness or an obligation of the City, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the City, the State or any political subdivision or taxing authority thereof.

(End of Article VII)

ARTICLE VI

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 6.1. Supplements and Amendments to this Financing Agreement. The Company and the City may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VI)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the City.

Section 7.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 7.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The City and the Company may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the City: The City of Bloomington, Indiana
 Attention: Corporation Counsel
 401 N. Morton Street, Suite 220
 Bloomington, Indiana 47404

To the Company: Hoosier Networks, LLC

Section 7.4. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the City, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, subject to Section 3.3 hereof, the Company may not assign its rights or obligations under this Financing Agreement without the consent of the City.

Section 7.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 7.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article VII)

IN WITNESS WHEREOF, the City and the Company have caused this Financing Agreement to be executed in their respective names, all as of the date first above written.

“THE COMPANY”

HOOSIER NETWORKS, LLC

By: _____

Printed: _____

Title: _____

“THE CITY”

BLOOMINGTON, INDIANA

By: _____
John Hamilton, Mayor

ATTEST:

Clerk

[SIGNATURE PAGE OF THE FINANCING AGREEMENT]

22-45
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CONSTRUCTION INSPECTION AGREEMENT FOR HOPEWELL PHASE 1 EAST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase 1 East on the block that is bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, City staff solicited bids to provide construction inspection services for the Hopewell Phase 1 East Project (“Services”); and
- WHEREAS, the RDC received five bids for the Services, and Rundell Ernstberger Associates, LLC (“REA”) was the lowest responsive and responsible bidder; and
- WHEREAS, City staff have negotiated an agreement with REA to perform the Services for an amount not to exceed \$1,174,740.00 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works is also scheduled to vote on approval of the Agreement at its meeting on July 5, 2022; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an amount not to exceed One Million One Hundred Seventy-Four Thousand Seven Hundred Forty Dollars (\$1,174,740.00) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. The funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Agreement. In the event that the Board of Public Works does not approve the addendum, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC’s records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

City of Bloomington Contract and Purchase Justification Form

Vendor: **Rundell Ernstberger Associates, Inc.**

Contract Amount: \$1,174,740.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	Yes	No
# of Submittals: 5			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The inspection firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will provide the best final product for the City.	
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

3. State why this vendor was selected to receive the award and contract:

Rundell Ernstberger Associates, Inc. was selected for construction inspection on this project from a competitive RFI process in which their response received the highest score out of five responses.

Patrick Dierkes

Print/Type Name

Project Engineer

Print/Type Title

Engineering

Department

**PROJECT NAME: Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering
 – Phase 1 East – Inspection Contract**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2022, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Rundell Ernstberger Associates, Inc. (REA) (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to take the first step toward the redevelopment of the IU Health Bloomington Hospital site; and

WHEREAS, the project limits of the BHRU Phase 1 East are bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the East, and Rogers Street to the west; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of civil site designs and landscape architecture, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications, and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Consultant shall provide construction inspection services related to the demolition of existing buildings and related facilities, construction of new roadway, utility, and site improvements in the BHRU Phase 1 East project limits noted above. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Proposal for Hopewell Construction Inspection. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Engineering Department (“Dierkes”), to serve as the Board’s representative for the project. Dierkes shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit A – Proposal for Hopewell Construction Inspection, Attachment A – Rate

Schedule, and Attachment B – Construction Inspection Man-Hour Justification/Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **One Million, One Hundred Seventy-Four Thousand, Seven Hundred and Forty Dollars (\$1,174,740.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial 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.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant 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 the Consultant'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 Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over

competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: 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.

Article 17. Severability: 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.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: 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 County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant 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. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Dept.
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Rundell Ernstberger Associates, Inc.
Attn: Cecil Penland
618 E. Market St.
Indianapolis, Indiana 46202

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of this Agreement with the Board.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

**City of Bloomington
Board of Public Works**

Rundell Ernstberger Associates, Inc.

Kyla Cox Deckard, President

Cecil Penland
Principal

Jennifer Lloyd, Vice President

Elizabeth Karon, Secretary

Beth Cate, Corporation Counsel

Bloomington Redevelopment Commission

Cindy Kinnarney, President

Deborah Myerson, Secretary

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

See the attached Scope of Services document

RUNDELL ERNSTBERGER ASSOCIATES

Mr. Patrick Dierkes

Project Engineer, Engineering Department

City of Bloomington

patrick.dierkes@bloomington.in.gov

**Re: City of Bloomington
Proposal for Hopewell Construction Inspection**

June 29, 2022

Dear Mr. Dierkes,

Rundell Ernstberger Associates, Inc. (REA) is pleased to submit this proposal for construction inspection services related to the Hopewell Neighborhood demolition, infrastructure, and site construction project. We are excited by the opportunity to continue our work with the City of Bloomington and assist in the development of this landmark redevelopment which will have a lasting impact on the City of Bloomington.

For this project, we have assembled a team that includes: REA, prime consultant and lead inspector; Shrewsberry, construction inspection for infrastructure; Metric Environmental, LLC, demolition inspection and environmental testing; and Patriot Engineering, testing services. Following is REA's understanding of the project, scope of work, anticipated timeline, and fee proposal.



PROJECT UNDERSTANDING:

1. The City of Bloomington is seeking to redevelop a four-city block site immediately east of the former IU hospital campus.
2. The project site is bounded by 2nd Street on the north, 1st Street on the south, Rogers Street on the west, and the B-Line trail on the east.
3. The City is seeking a professional services proposal for construction inspection services related to the demolition and new construction phases of the project which are to be bid as separate bid packages.
4. The demolition phase of the project is currently in the bidding process and is scheduled to be awarded in mid-June. The demolition phase of the project is scheduled to last sixty days.
5. The new construction phase of the project is scheduled to bid in late summer/early Fall with an anticipated completion date of Memorial Day 2024.
6. The total estimated construction value of the demolition and new construction phases is approximately \$14 million.

SCOPE OF WORK:

Based on the above understanding, REA proposes the following scope of work for construction inspection services:

1. Project Representative: Our team will provide a minimum of one, full-time Project Representative on site for the duration of construction activities as required. The qualifications of the personnel provided by our team have been submitted to the City. Any requested change in personnel will require written approval by the City of Bloomington. The Project Representative will regulate their work week to generally conform to the Contractor's hours. REA will serve as the primary Project Representative and inspection lead, overseeing the work of construction inspectors from our consultant team. During the demolition phase, it is anticipated that Metric will provide primary field inspection. During the infrastructure and site construction phase, Shrewsberry will provide the primary field inspection of infrastructure construction, and REA will provide the primary field inspection during the site construction.
2. Pre-Construction Meeting(s): Our team will attend the preconstruction meeting(s) and assist the City in the review of lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.

3. Progress Meetings: The Project Representative will attend and facilitate bi-weekly, or weekly as needed, construction progress meetings to review progress of work, construction schedule, and outstanding issues.
4. Evaluations of the Work: The Project Representative will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the Contractor and the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
5. Stormwater Pollution Prevention: The Project Representative will review the site for general compliance with the Stormwater Pollution Prevention Plan developed for the project. Stormwater Pollution Prevention measures will be reviewed on a weekly basis and after stormwater events minimally. Weekly inspection reports and logs will be provided, and a review of stormwater prevention measures will occur at all progress meetings.
6. Testing:
 - a. General: The project Geotechnical Engineer will furnish all equipment necessary to sample and test materials in accordance with the frequency of sampling requirements per the contract documents. The Project Representative will obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
 - b. Soil Testing: Structural fill will be required for construction of portions of the site work. For structural fill construction, the project geotechnical engineer will provide compaction testing using a nuclear density gauge. It is recommended that proofrolls be conducted prior to placing fill and during fill placement as directed by the Geotechnical Engineer. Proctor testing will be conducted on selected fill materials to determine optimum compaction criteria prior to providing density testing in the field. This proposal assumes fifty nuclear gauges tests.
 - c. Concrete Testing: Cast-in-place concrete will be used to construct footings and slabs. Concrete testing will be conducted during construction to determine slump, temperature, air content, and a set of 5 cylinders will be molded for compressive strength testing at 7 and 28 days in accordance with ACI requirements. This proposal assumes forty-five concrete compression test cylinders.
 - d. Concrete Inspection: Prior to concrete placement, inspections will be provided to verify correct reinforcing steel placement including grade of steel, bar quantities, diameters, cleanliness, and form clearance.
7. Environmental Services: The Project Representative will observe, monitor, document, and confirm remediation activities in the field.
 - a. Asbestos: The Project Representative will assist in the development and updating of the Health & Safety Plan (HASP) and Quality Assurance Project Plan (QAPP) in coordination with the Contractor. These plans will help identify samples to be collected in accordance with EPA guidelines. Additionally, the Project Representative will assist in the asbestos removal plan development and will provide field sampling and air monitoring. Three days of field sampling and air monitoring is assumed for 311 W. 2nd St., four days for 313 W. 2nd St., and six days for 635 S. Rogers St.
 - b. Soil Management: The Project Representative will provide field observation and soil handling recommendations to the infrastructure contractor based on the soil sample results from the previous Phase II soil sampling. The Project Representative will utilize field monitoring equipment when feasible to screen soil and determine if excavated soil can remain on site or if it must be disposed as a contaminated waste material. If disposal is required, the Project Representative will prepare required profiles and manifests. The Project Representative will also collect confirmation samples for laboratory analysis following any soil excavation and an environmental lab testing analysis allowance is included within the proposal. Following completion of the infrastructure phase, the



Project Representative will prepare a report documenting the soil management including sampling data, disposal data and final closure.

8. Certificates for Payment to Contractor: The Project Representative will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on the Project Representative's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Project Representative's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Project Representative will maintain a record of the Applications and Certificates for Payment.
9. Submittals: The Project Representative will review the Contractor's submittal schedule and take action on submittals in accordance with the approved submittal schedule; review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; and maintain a record of submittals and copies of submittals supplied by the Contractor.
10. Requests for Information (RFI) and Architect's Supplemental Instructions (ASI): The Project Representative will review and respond to requests for information about the Contract Documents and, if appropriate, prepare and issue supplemental Drawings and Specifications in response to requests for information. The Project Representative(s) will prepare and issue ASI's as necessary to the Contractor to clarify Contract Documents. The Project Representative(s) will maintain a record of RFI's and ASI's.
11. Changes in the Work: The Project Representative will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, the Project Representative will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
12. Project Completion: The Project Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, the Project Representative will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. The Project Representative will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, the Project Representative will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.
13. Records: The Project Representative will keep a daily record of hours spent on-site, weather conditions, visiting officials, construction decisions and changes, general observations, construction progress, and



observations specific to test procedures and inspections of work. Additionally, the Project Representative will maintain a set of "As-Built" drawings on which authorized changes are noted. These records will be delivered to the City of Bloomington upon request, and at the end of the project.

SCHEDULE:

Construction inspection services will be completed in conjunction with construction activities. We anticipate up to eight weeks, or 48 working days, of construction for the Demolition Phase, and up to 79 active construction weeks, or 435 working days for the Infrastructure and Site Construction Phase. Our time period assumptions are listed in the table below. We understand the dates are subject to change but the durations will be similar.

<u>Construction Milestone</u>	<u>Timeline</u>
Demolition Phase Start	7/15/2022
Demolition Phase Complete	9/13/2022
Infrastructure & Site Construction Phase Start	8/22/2022
Anticipated Construction Shutdown (Winter '22/'23)	12/19/2022-1/30/2023
Anticipated Construction Shutdown (Winter '23/'24)	12/18/2023-1/29/2024
Infrastructure & Site Construction Phase Complete	5/18/2024



No work under this Contract shall be performed until a written notice to proceed from the City is received.

Should these schedule dates be reduced or increased, or additional man-hours be required, the contract shall be modified accordingly.

COMPENSATION:

Based on the scope of services and schedule outlined above, REA proposes an hourly, not-to-exceed fee of \$1,174,740.00 in accordance with the attached man-hour justification (Attachment B). Payment will be made for the actual hours of work performed exclusively on this contract plus expenses and in accordance with the rate schedule in Attachment A.

- Services will be billed monthly on an hourly basis with payment due 30 days from the date of the invoice.
- Fees will not be exceeded without prior written approval from the City of Bloomington.
- Additional services requested beyond those specified herein will be billed per our standard hourly rates in effect at the time services are rendered, or on a negotiable basis. Such services will be performed only when authorized in writing by the City of Bloomington.
- Overtime will be billed on an individual basis when an employee has spent more than 40 hours a week on this Contract.

ADDITIONAL SERVICES

Should any services not outlined in the above scope of work and fee for this project be required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed at our standard hourly rates (see attached schedule) or on a negotiated fee basis.

Patrick, if the terms of this proposal are agreeable to you, please provide the appropriate signatures below and return a copy to REA. Should you elect to use a different form of agreement, please attach a copy of this letter as an exhibit to the preferred form of agreement between the City of Bloomington and Rundell Ernstberger Associates, Inc.

Please let us know if there is any additional information or clarification you need at this time. We appreciate the opportunity to provide you with this proposal and are excited about the opportunity to continue working with you!

Respectfully,



Cecil Penland, Partner, PLA, ASLA

cpenland@reasite.com / 317.263.0127



ATTACHMENTS:

Attachment A: Standard Rate Schedule

Attachment B: Man-Hour Justification

Attachment A: RATE SCHEDULE

<u>Employee Classification</u>	<u>Hourly Rate</u>
REA	
CIM	\$122.05
<i>Overtime Premium</i>	\$19.53
CIT	\$98.81
<i>Overtime Premium</i>	\$15.81
PM	\$171.80
<i>Overtime Premium</i>	\$27.49
Shrewsberry	
CI I	\$126.13
<i>Overtime Premium</i>	\$20.18
CI II	\$102.51
<i>Overtime Premium</i>	\$16.40
Metric	
TC1/PS2	\$95.34
SPM2	\$131.00
ESG11	\$81.70
SrEng	\$206.05
SrS	\$154.11
Patriot	
ET	\$52.00
Admin.	\$65.00
PM	\$125.00





HOPEWELL NEIGHBORHOOD - SITE | Bloomington, IN | Attachment B: Construction Inspection Man-Hour Justification/Fee Estimate - 6/29/22

ANTICIPATED TIMELINE:		7/15/22 - 5/18/24
No. of Construction Weeks:		99
Anticipated Const. Shutdown Weeks:		12
Total Active Construction Weeks:		87

DEMOLITION	
Anticipated Timeline: 7/15/22 - 9/13/22	
Anticipate Construction Shutdown: NA	
No. of Active Construction Weeks: 8	
Anticipated Number of Work Days: 48	

WORK CATEGORIES	REA			SHREWSBERRY		METRIC					PATRIOT		
	CIM	CIT	PM	CI I	CI II	TC1/PS2	SPM2	ESG11	SrEng	SrS	ET	Admin.	PM
	Jud Huber	Andy Gudgeon	Cecil Penland	David Molin	Darian Wiley	Kennita Jones, Heather Winebrinner	Joe Brodowski	Irish Jones, Corey Madison, Wes Bennett	Samir Ramin	Karla McDonald	Garrett Fleetwood, Chris Francis, Donald Schulte	Beth Gennicks	Shawn Hawk, Mark Jonard, Page Lennon

Labor													
Meetings	24			2	2	9	24	9		8	0		
Field Observation	56	40		0	16	170	40	120		20	240		
Administration	32		32	4	8	30	24	8		4	0		
Closeout	16			2	6	124	10	45	4	4	0	20	10

Labor Summary													
Total Hours	128	40	32	8	32	333	98	182	4	36	240	20	10
* Hourly Rate	\$122.05	\$98.81	\$171.80	\$126.13	\$102.51	\$95.34	\$131.00	\$81.70	\$206.05	\$154.21	\$52.00	\$65.00	\$125.00
Total Hours (Overtime)	0	0	0	30	112	0	0	0	0	0	0	0	0
Overtime Premium	\$19.53	\$15.81	\$27.49	\$20.18	\$16.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor	\$15,622.40	\$3,952.40	\$5,497.60	\$1,614.44	\$5,117.12	\$31,748.22	\$12,838.00	\$14,869.40	\$824.20	\$5,551.56	\$12,480.00	\$1,300.00	\$1,250.00

Expenses													
Total Mileage	1,776	555	0	0	240	5,000	0	0	0	0	180	0	0
** Mileage Rate	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490
Total Mileage Cost	\$870.24	\$271.95	\$0.00	\$0.00	\$117.60	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88.20	\$0.00	\$0.00
Total Per Diem	16	5	0	0	0	23	0	0	0	0	0	0	0
Per Diem Rate	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Per Diem Cost	\$480.00	\$75.00	\$0.00	\$0.00	\$0.00	\$690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analytical (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Field Equip. & Supplies (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mgmt. Software	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nuc. Dens. Ga	0	0	0	0	0	0	0	0	0	0	25	0	0
Nuc. Dens. Ga. Rate	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Total Nuc. Dens. Ga. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00
Tot. Std. Proc.	0	0	0	0	0	0	0	0	0	0	1	0	0
St. Proc. Rate	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Total St. Proc. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00
Tot. Conc. Test	0	0	0	0	0	0	0	0	0	0	0	0	0
Conc. Test Rate	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Conc. Test Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$3,450.24	\$346.95	\$0.00	\$0.00	\$117.60	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,738.20	\$0.00	\$0.00
Total Labor + Expenses	\$19,072.64	\$4,299.35	\$5,497.60	\$1,614.44	\$5,234.72	\$46,248.22	\$12,838.00	\$14,869.40	\$824.20	\$5,551.56	\$15,218.20	\$1,300.00	\$1,250.00

Total by Consultant			\$28,870.00		\$6,850.00					\$80,330.00			\$17,770.00
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Total DEMOLITION														\$133,820.00
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INFRASTRUCTURE & SITE CONSTRUCTION

Anticipated Timeline: 8/22/22 - 5/18/24
 Anticipate Construction Shutdown: 12/19/22 - 1/30/2, 12/18/23 - 1/29/24 (12 weeks total)
 No. of Active Construction Weeks: 79
 Anticipated Number of Work Days: 435

WORK CATEGORIES	REA			SHREWSBERRY		METRIC				PATRIOT			
	CIM	CIT	PM	CI I	CI II	TC1/PS2	SPM2	ESG11	SrEng	SrS	ET	Admin.	PM
	Jud Huber	Andy Gudgeon	Cecil Penland	David Molin	Darian Wiley	Kennita Jones, Heather Winebrinner	Joe Brodowski	Irish Jones, Korey Madison, Wes Bennett	Samir Ramin	Karla McDonald	Garrett Fleetwood, Chris Francis, Donald Schulte	Beth Gennicks	Shawn Hawk, Mark Jonard, Page Lennon
Labor													
Meetings	316		160	24	56	8	16	20	4	8	0		
Field Observation	1,986	1,578	340	334	1,086		40	550		16	560		
Administration	658	526	92	24	56		32	8		8	0		
Closeout	40		40	8	32	34	8	8	4	4	0	45	40
Labor Summary													
Total Hours	3,000	2,104	632	390	1,230	42	96	586	8	36	560	45	40
* Hourly Rate	\$122.05	\$98.81	\$171.80	\$126.13	\$102.51	\$95.34	\$131.00	\$81.70	\$206.05	\$154.21	\$52.00	\$65.00	\$125.00
Total Hours (Overtime)	368	0	0	0	0	0	0	0	0	0	0	0	0
Overtime Premium	\$19.53	\$15.81	\$27.49	\$20.18	\$16.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Labor	\$373,337.04	\$207,896.24	\$108,577.60	\$49,190.70	\$126,087.30	\$4,004.28	\$12,576.00	\$47,876.20	\$1,648.40	\$5,551.56	\$29,120.00	\$2,925.00	\$5,000.00

Expenses													
Total Mileage	41,625	8,769	8,769	3,264	14,496	9,000	0	0	0	0	420	0	0
** Mileage Rate	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490	\$0.490
Total Mileage Cost	\$20,396.25	\$4,296.81	\$4,296.81	\$1,599.36	\$7,103.04	\$4,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$205.80	\$0.00	\$0.00
Total Per Diem	297	66	66	0	0	50	0	0	0	0	0	0	0
Per Diem Rate	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$30.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Per Diem Cost	\$8,910.00	\$990.00	\$990.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analytical (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mgmt. Software	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Field Equip. & Supplies (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nuc. Dens. Ga	0	0	0	0	0	0	0	0	0	0	25	0	0
Nuc. Dens. Ga. Rate	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Total Nuc. Dens. Ga. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00
Tot. Std. Proc.	0	0	0	0	0	0	0	0	0	0	1	0	0
St. Proc. Rate	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
Total St. Proc. Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00
Tot. Conc. Test	0	0	0	0	0	0	0	0	0	0	45	0	0
Conc. Test Rate	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Total Conc. Test Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00	\$0.00	\$0.00
Total Expenses	\$31,406.25	\$5,286.81	\$5,286.81	\$1,599.36	\$7,103.04	\$12,910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,530.80	\$0.00	\$0.00
Total Labor + Expenses	\$404,743.29	\$213,183.05	\$113,864.41	\$50,790.06	\$133,190.34	\$16,914.28	\$12,576.00	\$47,876.20	\$1,648.40	\$5,551.56	\$32,650.80	\$2,925.00	\$5,000.00

Total by Consultant			\$731,790.00		\$183,980.00					\$84,570.00			\$40,580.00
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Total INFRASTRUCTURE & SITE CONSTRUCTION \$1,040,920.00

SUMMARY - DEMOLITION + INFRASTRUCTURE & SITE CONSTRUCTION

Total Labor (by employee)	\$388,959.44	\$211,848.64	\$114,075.20	\$50,805.14	\$131,204.42	\$35,752.50	\$25,414.00	\$62,745.60	\$2,472.60	\$11,103.12	\$41,600.00	\$4,225.00	\$6,250.00
Total Labor													\$1,086,460.00
Total Expenses (by employee)	\$34,856.49	\$5,633.76	\$5,286.81	\$1,599.36	\$7,220.64	\$27,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,269.00	\$0.00	\$0.00
Total Expenses													\$88,280.00

Total by Consultant			\$760,660.00		\$190,830.00					\$164,900.00			\$58,340.00
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Total \$1,174,740.00

* Hourly rates for REA and Shrewsberry are based on 2022 INDOT rates assuming a 11.4% profit margin. Hourly rates may adjust on an annual basis with updated audited rates.

** Mileage Rate is based on State of Indiana State Mileage Reimbursement Chart Analysis Rate. There is not an average fuel cost reflecting current fuel prices. The highest range is \$4.88 to \$5.13 at 48 cents per mile. We have assumed 49 centes per mile for an average fuel rate of \$5.25.

EXHIBIT B
COMPENSATION

This project is to be completed and invoiced using an Hourly basis. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

See the attached Exhibit A.

EXHIBIT C
PROJECT SCHEDULE

See the attached Exhibit A.

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
REA	
Construction Inspector Manager	Judson Huber, CPESC
Construction Inspector Technician (CIM)	Andrew Gudgeon, PLA
Project Manager	Cecil Penland, PLA
Shrewsberry	
CI I	David Molin
CI II	Darian Wiley
Metric	
TC1/PS2	Kennita Jones, Heather Winebrinner
SPM2	Joe Brodowski
ESG 11	Irish Jones, Korey Madison, Wes Bennett
SrEng	Samir Ramin
Srs	Karla McDonald
Metric	
ET	Garrett Fleetwood, Chris Francis, Donal Schulte
Admin.	Beth Gennicks
PM	Shawn Hawk, Mark Jonard, Page Lennon

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this _____ day of _____, 20_____.

Rundell Ernstberger Associates, Inc.
(Name of Organization)

By: _____
Cecil Penland
Principal

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$27,905,934.00
Sources of funds:	

Consolidated TIF	\$25,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$39,410	2021
	1c. Proj. Mgmt (JS Held)	\$367,000	2021
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$15,000 \$12,482	2022
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	6a. Design – VS Engineering	\$729,029.03	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,048,880	2021-2022
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$588,755.02	2022-2023
	7d. Construction Inspection	\$1,778,000 \$1,174,740	2022-2024
	7e. Construction	\$10,726,242	2022-2024

	7f. Utility Costs	\$250,000	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

22-46
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING TO INSTALL SEMINARY PARK LIGHTING

WHEREAS, pursuant to Indiana Code § 36-7-14-1 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Seminary Square Area,” which is part of the broader Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, in Resolution 21-89, the RDC approved a Project Review and Approval Form (“Form”) for the purchase and installation of replacement lighting in Seminary Square Park (“Project”); and

WHEREAS, in Resolution 22-05, the RDC approved acquisition of the lighting for the Project; and

WHEREAS, City staff have identified the Cassady Electric Contractors, Inc. as the best choice to install the lighting in the park; and

WHEREAS, Cassady has agreed to install the lighting for an amount not to exceed Eleven Thousand Eighty-Nine Dollars and Seventy-Three Cents (\$11,089.73), as indicated in the agreement attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Project; and

WHEREAS, a copy of the Amended Form is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its support of the Project, as set forth in more detail in the attached Amended Form, and reiterates that the Project has a valid public purpose and is an appropriate use of the TIF.
2. The RDC hereby approves the Agreement with Cassady Electric and authorizes payment of an amount not to exceed Eleven Thousand Eighty-Nine Dollars and Seventy-Three Cents (\$11,089.73) for the Project to be paid in accordance with the terms of the Agreement. This funding approval shall expire on December 31, 2022, unless otherwise extended by the RDC.
3. For the avoidance of doubt, nothing in this authorizing Resolution removes the requirement to comply with the City’s claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?			
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?			
Were vendor presentations requested?			

3. State why this vendor was selected to receive the award and contract:

Print/Type Name

Print/Type Title

Department

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS, INC
FOR
LIGHT INSTALLATION AT SEMINARY PARK**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cassady Electrical Contractors, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to install new LED light pole fixtures at Seminary Park; and

WHEREAS, the Department requires the services of a professional Contractor in order to install the infrastructure and light poles (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Tim Street as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s 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.

Article 3. Responsibilities of the Department

The Department shall provide all necessary information regarding requirements for the Services. The Department 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 Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed seventy five thousand dollars (\$11,089.73). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial 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.

The Department may terminate or suspend performance of this Agreement at the Department'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 Department and the Department 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 Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Baker Stone Work of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department 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. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department 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.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all 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.

Article 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). 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.

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department 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 Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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.

Article 16. Waiver

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.

Article 17. Severability

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.

Article 18. Assignment

Neither the Department nor the Contractor shall 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.

Article 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 20. Governing Law and Venue

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.

Article 21. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:	Contractor:
City of Bloomington	Cassady Electrical Contractors, Inc.
Attn: Tim Street	Attn: Brad Hetser
401 N. Morton, Suite 250	PO Box 53
Bloomington, Indiana 47402	Ellettsville, IN 47429

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

Article 25. Intent to be Bound

The Department and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

Contractor is required to certify 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

CASSADY ELECTRICAL CONTRACTORS

Beth Cate, Corporation Counsel

Brad Hetser

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”



Mail: P.O. Box 53, Ellettsville, IN 47429 • Bus.: 5600 W State Road 46
Phone (812) 332-7361 • FAX (812) 336

May 25, 2022
City Of Bloomington –Seminary Park

Cassady Electrical Contractors Inc is pleased to offer a quote to do the following

- Remove (2) remaining acorn lights
- Remove (7) existing old pole bases
- Remove old electrical wiring at pole bases
- Install (5) new concrete pole bases per print
- Install new PVC conduit and wiring from existing outdoor panel to pole light locations
- Install (5) new pole lights (owner furnished)
- Install Wiegman steel Enclosure at service

For the sum of \$ 11,089.73 (Eleven Thousand Eighty Nine Dollars & 73/100 Cents)

Brad Hetser

Project Manager

Cassady Electrical Contractors Inc

EXHIBIT B

“Project Schedule”

Work will be completed by October 31, 2022.

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Seminary Park Lighting Replacement

Project Manager: Tim Street, Parks Operation and Development Director

Project Description: In recent years, nearly all of the decorative “acorn”-style light poles in Seminary Park have been torn down or otherwise ceased functioning. Two light poles remain, but only one is operational, and it is located on the eastern edge of the park – leaving the interior of this park with no direct lighting. This project will install five new dark-sky friendly overhead LED to provide around 1 foot/candle of light throughout the park. These lights will also be controllable via a timer or laptop, and can be set to become brighter or dimmer as dictated by park needs for events, cleanup, enforcement, or other reasons. The quote for the purchase of these lights from ESL/Spectrum is \$29,565. **The purchase of these lights was approved by RDC in December 2021 with the understanding that secondary approval would be needed for the installation contract. The lights arrived in May 2022 and quotes were solicited for installation. The low quote for installation was \$11,089.73. The Contractor will remove the existing light bases, pour new footers, and install and wire the five new LED pole lights in the park.**

Project Timeline: Purchase– Winter 2021
Install – **Summer/Fall 2022**

Financial Information:

Estimated full cost of project:	\$40,654.73
Sources of funds:	Consolidated TIF (Seminary)

Project Phases:

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Purchase	\$29,565	Winter 2021
2. Installation	\$11,089.73	Summer/Fall 2022

TIF District: Consolidated TIF (Seminary)

Resolution History: 21-89: Project Review and Approval Form
22-05: Approval of Funding to Purchase Lights
22-46: Approval of Agreement and Funding for Installation

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

22-47
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

**RIGHT OF ENTRY FOR ACCESS TO THE TRADES DISTRICT SHOWERS KILN FOR
PLACEMENT OF RADIO ANTENNA/EQUIPMENT**

WHEREAS, the Redevelopment Commission of the City of Bloomington owns property known as the Showers Kiln located at 333 W. 11th Street within the Certified Technology Park known as the Trades District (the “RDC Property”); and

WHEREAS, the RDC Property is currently vacant; and

WHEREAS, Don Worsham and Bill Baker of The Radio Source have requested access to temporarily install radio equipment on the RDC Property as part of a meeting of the Indiana University Radio Alumni Association (“Activities”); and

WHEREAS, the Parties wish to enter into the Right of Entry and Release attached to this Resolution as Exhibit A, whereby the RDC will allow Mr. Worsham and Mr. Baker to conduct the Activities on the RDC Property, and such Right of Entry shall exist until August 1, 2022.

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

1. The Right of Entry Agreement in Exhibit A is approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter “Owner”) is the owner of as the Showers Kiln located at 333 W. 11th Street Bloomington, Indiana (“Property”); and

WHEREAS, the Property is currently vacant; and

WHEREAS, Don Worsham and Bill Baker of The Radio Source (“Radio Operators”) would like to use the Property to temporarily install radio equipment as part of a meeting of the Indiana University Radio Alumni Association (“Activities”); and

WHEREAS, the Activities would take place from July 6, 2022, through August 1, 2022; and

WHEREAS, due to the inherent nature of the Property and activities involved, the Activities carry a risk of physical injuries to participants and damage to the Property;

NOW, THEREFORE, the parties agree as follows:

1. Owner grants the Radio Operators, their employees, and volunteers a right of entry onto the Property for the Activities, as previously described.
2. The Radio Operators shall be responsible for obtaining any necessary permits or permissions for its use of the Property. The Radio Operators shall also be responsible for adhering to any and all federal, state, and local laws, regulations, and rules related to its Activities.
3. The Radio Operators may conduct its Activities on the Property from July 6, 2022, through August 1, 2022.
4. The Radio Operators agrees to indemnify, release, and hold harmless the Owner from any and all claims, damages, losses, liabilities, expenses, or injuries arising directly or indirectly from The Radio Operators’ Activities on the Property, including but not limited to personal injury to its employees, volunteers, spectators, visitors, or any other individual harmed by the Activities, including property damage.
6. This Agreement may be extended by mutual agreement of the parties in writing.
7. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court shall retain original jurisdiction and preferred venue to resolve any dispute arising from the interpretation or enforcement of this Agreement.
8. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

BLOOMINGTON
REDEVELOPMENT COMMISSION

THE RADIO OPERATORS

Signature

Signature

Printed Name and Title

Printed Name

Date: _____

Date: _____

Signature

Printed Name

Date: _____

22-48
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT FOR SECURITY PATROLS AT HOPEWELL PROPERTIES

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes the acquisition of numerous parcels that contain vacant buildings (“Project”); and
- WHEREAS, City staff solicited bids to provide security patrol services around the RDC-owned property in Hopewell (“Services”); and
- WHEREAS, the RDC received three bids for the Services, and Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) was the lowest responsive bidder; and
- WHEREAS, Marshall has agreed to perform the Services for an amount not to exceed \$107,198.95 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement and authorizes the City of Bloomington to expend an amount not to exceed One Hundred Seven Thousand One Hundred Ninety-Eight Dollars and Ninety-Five Cents (\$107,198.95) to pay for the Services, to be payable in accordance with the terms of the Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
MARSHALL SECURITY LLC DBA MARSHALL SECURITY AND PRIVATE INVESTIGATIONS
FOR
HOPEWELL SECURITY**

This Agreement, entered into on this _____ day of July, 2022, by and between the City of Bloomington Redevelopment Commission (the “Commission”), and Marshall Security LLC dba Marshall Security and Private Investigations (“Contractor”),

WITNESSETH:

WHEREAS, the Commission wishes to have two licensed security professionals monitor properties it owns in the new Hopewell development from 11:00 p.m. to 7:00 a.m. to prevent late night trespassing, vandalism, etc.; and

WHEREAS, the Commission requires the services of a professional Contractor in order to perform the necessary monitoring (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Contractor is willing and able to provide such Services to the Commission.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before July 6, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with John Zody, as the Commission’s Project Manager.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Commission shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Commission shall not unreasonably withhold its approval as to the adequacy of Contractor’s 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.

Article 3. Responsibilities of the Commission

The Commission shall provide all necessary information regarding requirements for the Services. The Commission 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 Commission's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The Commission shall pay Contractor for all fees and expenses in an amount not to exceed one hundred seven thousand one hundred ninety-eight dollars and ninety-five cents (\$107,198.95). 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. Contractor shall submit an invoice to the Commission upon the completion of the Services described in Article 1. The invoice shall be sent to:

Bloomington Redevelopment Commission
401 N. Morton, Suite 130
Bloomington, Indiana 47404
allenl@bloomington.in.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Commission shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Commission are at any time not forthcoming or are insufficient, through failure of any entity, including the Commission itself, to appropriate funds or otherwise, then the Commission shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial 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.

The Commission may terminate or suspend performance of this Agreement at the Commission'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 Commission and the Commission 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 Commission, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no

reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Commission 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. Contractor shall not subcontract any part of the Services without the prior written permission of the Commission. The Commission reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the Commission has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Commission cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Commission or others on modifications or extensions of this project or on any other project. The Commission may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the Commission's sole risk and without liability or legal exposure to Contractor. The Commission shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Commission as part of the Services shall become the property of the Commission. 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.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Commission. Contractor shall be solely responsible for the payment and reporting of all 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.

Article 13. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Commission, and the officers, agents and employees of the City and the Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Commission, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the Commission prior to the commencement of work under this Agreement. Approval of the insurance by the Commission 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 Commission’s required proof that the insurance has been procured and is in force and paid for, the Commission shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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.

Article 16. Waiver

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.

Article 17. Severability

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.

Article 18. Assignment

Neither the Commission nor the Contractor shall 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.

Article 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and Contractor.

Article 20. Governing Law and Venue

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.

Article 21. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Commission head in charge of the Contractor's work, and/or with the City human resources Commission or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

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 Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or Commission that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Commission:

Contractor:

City of Bloomington Redevelopment Commission	Marshall Security LLC dba Marshall Security and Private Investigations
Attn: Larry Allen	Jeff Nesbitt
401 N. Morton, Suite 220	2520 W. 3rd Street
Bloomington, Indiana 47404	Bloomington, Indiana 47404

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

Article 25. Intent to be Bound

The Commission and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Commission and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

Contractor is required to certify 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

**MARSHALL SECURITY LLC DBA MARSHALL
SECURITY AND PRIVATE INVESTIGATIONS**

Cindy Kinnarney, President

Jeff Nesbitt, Private Investigator

Beth Cate, City of Bloomington Corporation Counsel

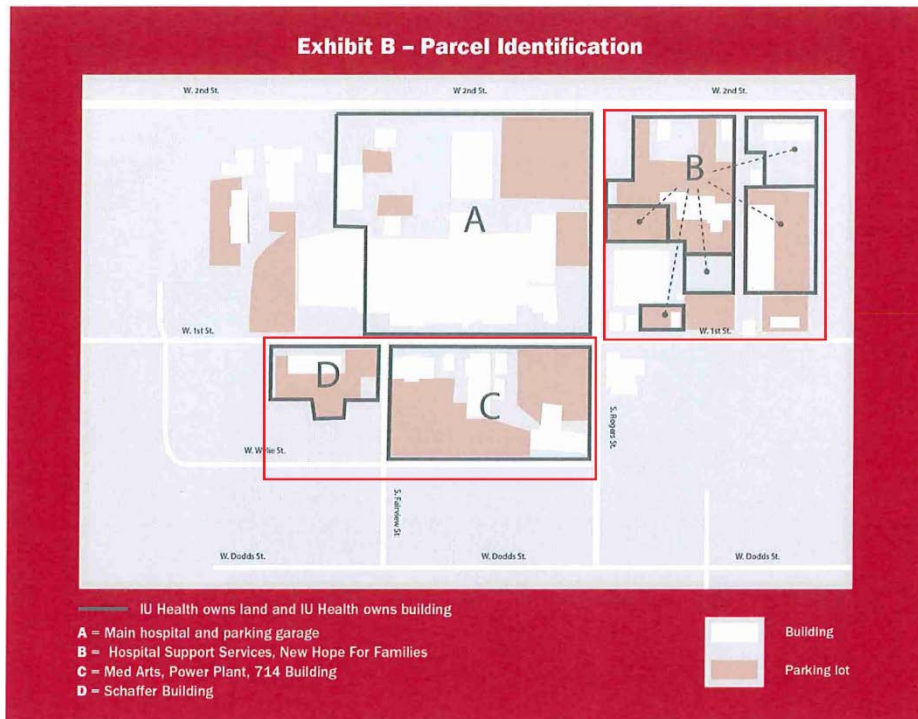
EXHIBIT A

“Scope of Work”

The Services shall include the following:

Marshall Security LLC dba Marshall Security and Private Investigations will provide patrol services at the Hopewell properties shown below as Parcels B, C, and D. Patrol services will consist of one uniformed security officers, a marked patrol vehicle, and related equipment. The security officer and vehicle will patrol for up to twelve hours overnight.

Contractor is to be paid according the quote below.



Marshall Security & Investigations (MSI)

06/24/22

Cost Proposal for City Of Bloomington

We are pleased to offer our services for the period of one year at the following cost per hour:

Category	Weekly Hours	S/T Bill Rate	Overtime Rate	Holiday Rate
Officer	84	\$ 24.41	\$ 36.61	\$ 36.61

TOTAL ANNUAL CONTRACT COST ESTIMATE: \$107,198.95

12 Hour a Day Security w vehicle day or Night Security cost proposal. The proposed costs are all inclusive and will remain valid for 30 da

ACCEPTED: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT B

“Project Schedule”

Marshall Security LLC dba Marshall Security and Private Investigations will provide patrol services at RDC-owned parcels in the Hopewell neighborhood as indicated in Exhibit A. Schedule will begin on July 6, 2022, pending prior board approval and last day of service will be July 5, 2023.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this _____ day of _____, 20__.

Contractor

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20__.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

City of Bloomington
 Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Legacy Hospital Site” and “Hopewell”)

Project Managers: Don Griffin; Jeff Underwood; Andrew Cibor; Deb Kunce (JS Held)

Project Description: Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018
 End Date: December 31, 2023

Financial Information:

Estimated full cost of project:	\$27,905,934.00
Sources of funds:	

Consolidated TIF	\$25,000,000.00
Federal Roadway Reconstruction	\$2,905,934.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$638,910	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$39,410	2021
	1c. Proj. Mgmt (JS Held)	\$367,000	2021
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$15,000 \$12,482	2022
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$4,935,959.03	2020-2023
	6a. Design – VS Engineering	\$729,029.03	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	Tentatively Estimated \$90,000	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$3,650,000 (including \$2,905,934 federal funding)	Apr. 2023 – Nov. 2023
7.	Phase 1 East	\$16,835,506	June 2021 – Aug. 2024
	7a. Design – Shrewsberry & Associates, LLC	\$1,048,880	2021-2022
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$588,755.02	2022-2023
	7d. Construction Inspection	\$1,778,000 \$1,174,740	2022-2024
	7e. Construction	\$10,726,242	2022-2024

	7f. Utility Costs	\$250,000	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Security Patrols – Marshall	\$107,198.95	2022-23

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

- Resolution History:**
- 18-13 Project Review and Approval Form
 - 18-17 Approval of Contract with Urban Land Institute
 - 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
 - 18-61 Approval of Funding for Phase 1 Environmental Assessment
 - 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment
 - 19-28 Approval of Funding for Due Diligence and Legal Fees
 - 19-44 Approval of Third Amendment to Purchase Agreement
 - 19-94 Approval to Keep Parking Garage
 - 19-95 Approval of Fourth Amendment to Purchase Agreement
 - 20-09 Approval of Amended Project Review Form
 - 20-12 Agreement with Master Planner – SOM
 - 20-79 Design Contract for 1st Street Reconstruction
 - 20-86 Purchase Agreement for 413 W. 2nd Street
 - 20-93 Approval of Phase II Assessment for 413 W. 2nd Street
 - 21-32 Design Contract for Phase 1 East
 - 21-45 Amended Project Review and Approval Form
 - 21-80 Agreement for Naming and Branding Services
 - 21-85 Addendum to 1st Street Design Contract
 - 22-10 Amended Project Review and Approval Form
 - 22-13 Sustainability Consultant Agreement – Guidon
 - 22-30 Amendment to Purchase Agreement and Surrender Agreement
 - 22-36 Approval of Agreement for Demolition – Renascent, Inc.
 - 22-45 Approval of Agreement for Construction Inspection – REA
 - 22-48 Agreement for Security Patrols

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____