



MEETING NOTICE

City of Bloomington Capital
Improvement (CBCI) Regular Meeting
will occur at 4:00 p.m. on
Wednesday, May 3, 2023

This meeting will be held in the Allison Conference Room (Suite #225, City Hall,
401 N. Morton St) and may also be accessed electronically via Zoom
(see information below)

JOIN BY ZOOM

<https://bloomington.zoom.us/j/87619726906?pwd=MVJVR082bytSdDBCbHVBUzIqaldCQT09>

Meeting ID: 876 1972 6906

Passcode: 677269

One tap mobile

+13092053325,,87619726906# US

+13126266799,,87619726906# US (Chicago)

Find your local number: <https://bloomington.zoom.us/u/keclqyETvs>

The CBCI will conduct its meetings as though it were subject to the Indiana Open Door Law (I.C. § ~~54~~-1.5) ("ODL"). Therefore this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.



City of Bloomington Capital Improvement (CBCI)

BOARD MEETING

WEDNESDAY, MAY 3, 2023, 4:00 P.M.

Allison Conference Room (Suite #225, City Hall, 401 N. Morton St)

MEETING AGENDA

1. Approval of minutes from 4/19/23 meeting
2. Governance
 - a. Review of support agreement
 - b. Review of conflicts policy
3. Hopewell:
 - a. Planning update on sustainability and affordability - Planning
 - b. Update on Owners Representative
 - c. Update on RFI One: Blocks 89-10
4. Public Comment



City of Bloomington Capital Improvement (CBCI)

BOARD MEETING

WEDNESDAY, APRIL 19, 2023, 4:00 P.M.

Allison Conference Room (Suite #225, City Hall, 401 N. Morton St)

MEETING MINUTES

Board Members present: President Mick Renneisen, Vice President Valerie Peña (virtual), Secretary/Treasurer John West, Sarah Bauerle Danzman, Doris Sims

1. Mick called meeting to order: 4:03 p.m.
2. Introduction of staff and board members. All board members present:
 - a. President Mick Renneisen, Secretary/Treasurer John West, Sarah Bauerle Danzman, and Doris Sims are in person
 - b. Vice President Valerie Peña is virtual on Zoom
3. President Renneisen reviewed agenda and noted it was posted online
4. Approval of minutes from 4/5/23 meeting
 - a. Moved by Secretary/Treasurer West, seconded by Member Bauerle Danzman
 - b. Motion carried 5-0
5. Governance
 - a. Review and approval of proposed bylaw change
 - i. President Renneisen noted that proposed bylaw change was posted with 15 days notice, as required in the bylaws
 - ii. Corporation Counsel Beth Cate reviewed proposed bylaw change:
 1. Proposed bylaw change allows the initial appointer (Mayor or City Council) to a given board seat to fill that vacancy, rather than the remaining board members voting on the appointment
 2. This change was suggested by City Councilmembers

- iii. Motion to accept proposed language as written: moved by Member Bauerle Danzman, seconded by Member Sims. Motion carries 5-0.
- b. Review of reporting structure charts:
 - i. Corporation Counsel Cate reviewed updates to the reporting structure charts:
 - 1. Chart added since last meeting: reporting structure before CBCI. Chart outlines approval and interactions between the Mayor, Council, RDC, staff and Hopewell Steering Committee.
 - 2. Chart updated since last meeting: reporting structure with CBCI included. Similar reporting structure as pre-CBCI. Appointment authority to the CBCI board is shown. Administrative support and guidance will be provided to the CBCI board in exchange for the services of CBCI: this will replace some internal staff work. Bylaws for CBCI provide that both the Mayor and Council approve some bylaw changes.
 - ii. Member Bauerle Danzman noted that the charts have been updated since the distribution of the packet. Public Engagement Director Kaisa Goodman indicated the updated packet would be distributed and posted online.
 - iii. President Renneisen noted his sensitivity to reducing the burden on staff, a stated goal of CBCI.
 - iv. Mayor Hamilton noted that the City Council has representatives on the Hopewell Steering Committee
- c. Review of draft support agreement
 - i. Counsel Cate reviewed the draft support agreement
 - 1. The City agrees to provide certain levels of administrative support
 - 2. The agreement makes it easier to share information between the parties that are within the scope of a project: information is protected from premature disclosure
 - 3. There is a typo in the reference to paragraphs 10 and 12: it should instead refer to paragraphs 9 and 11

- ii. Secretary/Treasurer West asked about the relationship to the RDC pursuant to a code and noted a couple of typos. Counsel Cate addressed the question.
- iii. Member Sims asked how long the agreement would be in place for. Counsel Cate noted it would extend through the end of 2024 and then be renewed.
- iv. President Renneisen asked if the CBCI board would provide a report to the City Council even if the budget was \$0. Counsel Cate indicated that yes, the board would still provide a report in that case.
- v. Member Bauerle Danzman asked a question about the “attorney’s fees” noted in the agreement [*“Attorney’s Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney fees.”*] Counsel Cate clarified that this scenario was extremely unlikely for a number of reasons, outlined potential outcomes, and indicated that she found it acceptable to remove this section.
- vi. President Renneisen asked Counsel Cate to note these questions and requested changes and indicated that the CBCI board could approve this support agreement at the next meeting. Counsel Cate indicated she would share the updated copy ahead of the next meeting for further review by the board.

6. Hopewell updates

a. Owners representative update/recommendation:

- i. Ms. Deb Kunce with JS Held indicated that since the last board meeting, the subcommittee had completed second interviews with the two finalist candidates and requested follow up items from them. A recommendation was expected to be submitted to the Mayor the next week, which would then go to the RDC. In the future, these types of contracts could go to the CBCI board rather than the RDC for approval, but the current structure still includes RDC approval.
- ii. President Renneisen noted that the CBCI board members on this selection committee are President Renneisen, Vice

President Peña, and Secretary/Treasurer West. The RDC representative is Ms. Cindy Kinnarney, and staff are represented as well.

- b. Hopewell RFI One update by Ms. Kunce:
 - i. RFIs (requests for information) were due April 12th and several were received.
 - ii. CBCI is represented by Secretary/Treasurer West and Member Sims, the RDC is represented by Ms. Kinnarney, and many staff are participants.
 - iii. Currently everything is under advisement and nothing is being released publicly, but the team is intrigued by the proposals received.
- c. Update from HAND Director John Zody:
 - i. It is important for everyone to have these updates and for consistent information to be shared.
 - ii. Tangibles:
 - 1. Phase 1 East construction bidding is in progress
 - 2. The READI grant being finalized
 - 3. We just received responses for RFI One and will be working on RFI Two for release this spring/summer
 - iii. Updates
 - 1. The goal of Hopewell is to be a diverse and inclusive community with a variety of housing types
 - 2. When we talk about affordability, we need all types: market rate, workforce housing, traditional “affordable housing” (under 80% AMI). Total affordability goal: 20% of total units
 - 3. Goal is to maintain neighborhood scale: single family housing towards McDoel Gardens, then low-rise townhomes, increasing height and density moving away from McDoel Garden. Phase 1 East will be larger multi-family housing.
 - 4. Master plan called for 580-940 units, but we think more density is possible so we’re saying “1,000 units or more”
 - 5. Review of what is currently funded in Hopewell and where funding is pending.

6. We currently own blocks 1, 2, 3, 8, 9, 10. Blocks 4, 5, 6, 7 will transfer from IUH by the end of the year
 7. Kohr building design images are available in the packet. This will be a 38 unit development, low income housing tax credit (LIHTC) project that will include the original Kohr building plus a new addition to the building.
- d. Kohr building: sustainability update from ESD Director Alex Crowley
- i. We are trying to establish an easily recognizable and consistent way to project into the future when it comes to sustainability and climate. The vision for the future is to exceed today's standards so we're building something that will propel us forward.
 - ii. Broad phases of engagement:
 1. Goal setting and documentation
 2. Proposal review and validation vs. goals
 3. LEED certification support (for developers)
 - iii. Member Bauerle Danzman asked how we've thought about the correlation between sustainability and affordability go als.
 1. Director Crowley explained this has been the topic of considerable consideration; one of the changes in the updated Unified Development Ordinance (UDO) was to incentivize a balance between affordability and sustainability.
 2. Member Bauerle Danzman explained she was referring to the pass-through implications to the people who live there, in terms of up front costs related to sustainability.
 3. Ms. Kunce agreed that there is an up-front cost to greater sustainability measures, but she's been glad to see a surprising number of developers who are incorporating sustainability as their standard practice.
 4. Member Sims asked what incentivizes the City had implemented for affordability and sustainability. Ms. Kunce indicated that it would be helpful to have Planning Department staff attend future meeting(s) to discuss this.

5. Mayor Hamilton noted that it's important to remember this is once in a lifetime opportunity, so we want to do the best job possible to lead into the future.
- e. READI Grants: update from Ms. Kunce
 - i. The City has already received READI grants, but more will be available to apply for in the near future.
 - ii. Regional Opportunity Initiatives (ROI) and the Indiana Uplands submit READI grants for our region and have been very helpful. When we have ideas for READI grants, the process is to pitch it to ROI and Indiana Uplands for them to assist with and submit.
7. President Renneisen outlined next meeting:
 - a. We anticipate an update from the Planning Department and how the UDO and master plan relate to affordability and sustainability
 - b. Board members should email Mick with items they would like to address at upcoming meetings; he meets with Director Goodman about a week ahead of the meeting to prepare.
8. President Renneisen asked if there was any public comment; no members of the public asked to speak
9. Motion to adjourn: moved by Secretary/Treasurer West, seconded by Member Sims. Motion passed 5-0. Meeting adjourned: 5:02 p.m.



AGREEMENT
between the
CITY OF BLOOMINGTON, INDIANA
and the
CITY OF BLOOMINGTON CAPITAL IMPROVEMENTS, INC.

This agreement, entered into this ____ day of April, 2023, by and between the City of Bloomington, Indiana (“City”) and the City of Bloomington Capital Improvements, Inc. (“CBCI”), WITNESSETH THAT:

WHEREAS, CBCI is a nonprofit organization established to carry out the charitable, educational, and other public purposes of the City, including but not limited to the following:

Encouraging, supporting, and assisting in activities, projects, and programs that further social, cultural, and economic development, redevelopment and rehabilitation in and around the City, including but not limited to the management, development, and redevelopment of properties owned by the City or its Redevelopment Commission;

Encouraging, supporting, and assisting in the economic development and redevelopment of the City through activities and projects that are designed to stimulate capital investment and revitalization in, and improvement of, public and other spaces throughout the City;

Promoting the social welfare of the City’s residents by enhancing and improving the social, cultural, and economic conditions and sustainability in and around the City;

Fostering, developing, and maintaining conditions that contribute to the growth of business and employment opportunities in and around the City;

Providing financial assistance for or undertaking, the construction, rehabilitation or repair of commercial property within the Bloomington Redevelopment District pursuant to Indiana Code 36-7-14-12.2(a)(25); and

Conducting such other activities as are consistent with or ancillary to the above purposes, in order to enhance the arts, civic engagement, economic development, and sustainability within the City and to lessen the burdens of government; and

WHEREAS, by performing such activities and bringing relevant expertise and community engagement, CBCI will provide substantial value toward advancing City goals and projects; and

WHEREAS, CBCI needs assistance in its administrative functions to perform its duties, and the City is willing and able to perform those duties in exchange for the value CBCI is



providing to advance City goals and projects;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This Agreement shall become effective upon execution and continue through December 31, 2024, unless terminated prior to that date pursuant to Paragraph 9 or extended pursuant to Paragraph 11 herein.

2. Scope of Services to be Provided by City. The City agrees, subject to Paragraph 5 herein, to perform reasonable services that contribute to the goals of the CBCI as described in CBCI's bylaws and articles of incorporation, subject to the provisions of this Agreement. Services to be provided may include, but are not limited to, the following:

- (i) Assign a staff liaison to act as primary point of contact for all public inquiries regarding CBCI meetings and business;
- (ii) Staff CBCI by performing all administrative and professional duties required;
- (iii) Coordinate activities necessary for specific projects to be undertaken and administered; and
- (iv) Insure CBCI and its directors for all of its activities, as provided in Paragraph 6 herein.

The CBCI Board of Directors, together with any necessary statutory approving authorities, shall have final decision-making authority regarding CBCI matters and expenditures of CBCI funds.

3. Other Contracts. CBCI may enter into contracts with entities or individuals other than the City for performance of specific actions related to CBCI that are not actions to be performed by the City hereunder. CBCI agrees to provide City with a copy of any such contract and to keep the City informed of the duties and activities to be performed under that contract.

4. Staffing. The Office of the Mayor (OOTM) shall have primary responsibility for performance of services for CBCI. OOTM will seek and coordinate assistance from other City departments and employees as needed and as available.

5. Supervision and Independent Contractor Status. The status of City employees providing services pursuant to this Agreement as employees of the City of Bloomington shall not be affected in any way by this Agreement. Said employees shall be subject solely to supervision by their City of Bloomington supervisors and in accordance with the City of Bloomington personnel policies, subject to the authority of the CBCI Board of Directors to render decisions about CBCI programs and expenditures as provided herein.

The City shall only be obligated to perform services under this Agreement to the extent that such services further the policies and goals of the City as well as CBCI. The City reserves the right to refuse to perform activities requested by the CBCI Board of Directors if the Mayor determines that such activities conflict with the City's plans, policies or goals.



During the entire term of this Agreement, the City 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 CBCI. The City 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.

6. Insurance and Indemnity. The City shall maintain adequate liability insurance to cover the services to be performed by City personnel hereunder. The City shall also maintain on CBCI's behalf general liability insurance, crime insurance, directors and officers insurance, bonds in the amount of \$15,000 on its Treasurer and on any other appropriate persons who have the authority to sign checks on behalf of CBCI, and any other insurance coverage or bonds as may be necessary or appropriate.

The parties shall mutually indemnify and hold each other harmless against all claims, actions, damages, liability and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of acts or omissions by their officers, directors, agents, employees, successors and assigns, in the performance of this Agreement.

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7. Dispute resolution. The parties shall act in good faith to resolve any disputes that arise regarding the interpretation or performance of this Agreement, through discussions and negotiation.

8. Records. Each party shall retain all records related to this Agreement for a period of at least three years from the termination of this Agreement. Each party shall permit the other access to all records relating to this Agreement at all reasonable times for review and audit purposes.

9. Termination of Agreement. This agreement may be terminated in whole or in part by either party at any time for any reason by sending the other party written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Termination of the Agreement shall not affect any liabilities that accrued between the parties prior to the termination.

10. Notice to Parties. Whenever any notice, statement or other communication shall be sent to CBCI or City, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the City: City of Bloomington Legal Department
401 N. Morton St., Suite 220
Bloomington, IN 47402

Notice to CBCI: Mick Renneisen, President
City of Bloomington Capital Improvements, Inc.
P.O. Box ___ Bloomington, IN 47402

11. Extension and Renewal of Agreement. This Agreement may be renewed, renegotiated or extended upon its expiration by mutual written consent of the parties.

12. Governing Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

13. Severability. If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect.

[Signature Page Follows]



In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

CITY OF BLOOMINGTON CAPITAL IMPROVEMENTS, INC.

BY: _____
Mick Renneisen, President

CITY OF BLOOMINGTON, INDIANA

BY: _____
John Hamilton, Mayor

CITY OF BLOOMINGTON CAPITAL IMPROVEMENTS,
INC.

CONFLICT OF INTEREST POLICY

ARTICLE I
Purpose

The purpose of the conflict of interest policy is to protect the interests of the City of Bloomington Capital Improvements, Inc. (the “Organization”), when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II
Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a.** An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b.** A compensation arrangement with any entity or individual with which the Organization has a transaction or arrangement, or
- c.** A proposed ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III
Procedures

- a.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- b.** The remaining board or committee members shall decide if a conflict of interest exists.
- c.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, they shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon.
- d.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.