

AGENDA
REDEVELOPMENT COMMISSION
June 5, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact John Zody, Director at john.zody@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

Join Zoom Meeting

<https://bloomington.zoom.us/j/89306534440?pwd=c1hNdlRvUkhTMUxGQzRzNnRVRGpDdz09>

Meeting ID: 893 0653 4440

Passcode: 898525

- I. ROLL CALL**
- II. READING OF THE MINUTES – May 15, 2023**
- III. EXAMINATION OF CLAIMS –May 26, 2023 for \$139,722.93**
- IV. EXAMINATION OF PAYROLL REGISTERS–May 19, 2023 for \$34,575.99**
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
- VI. NEW BUSINESS**
 - A. Resolution 23-44: Determination of No Excess Assessed Value in the Allocation Areas
 - B. Resolution 23-45: Agreement with U3 Advisors for Owner’s Representative Consultant Services for Hopewell
 - C. Resolution 23-46: Agreement with Axis Architecture for Preliminary Design Services on Showers West Public Safety Facility
- 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 Monday, May 15, 2023, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with Vice-President Deb Hutton presiding:
<https://catstv.net/m.php?q=12418>***

I. ROLL CALL

Commissioners Present: Deb Hutton, Randy Cassady, and Deborah Myerson, attended the meeting in person.

Commissioners Absent: Sarah Bauerle Danzman and Cindy Kinnarney

Staff Present: John Zody, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Larry Allen, Assistant City Attorney, Legal Department; Jeff Underwood, Controller; Alex Crowley, Director; Economic & Sustainable Development; Andrew Cibor, Director, Engineering Department; Beth Cate, Corporation Counsel, Legal Department; Deb Kunce, J.S. Held; Matt Smethurst, Project Manager, Engineering Department; Mick Renneisen; John West; Eric Anderson; Doris Sims; Todd Stern; Andrew Fix; Dave Askins, B Square Bulletin

II. READING OF THE MINUTES – Randy Cassady moved to approve the May 1, 2023 minutes and May 1, 2023 executive summary. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim registers for April 28, 2023, for \$59,839.10 and May 12, 2023, for \$32,708.24. Randy Cassady seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll registers for April 21, 2023, for \$33,875.96 and May 5, 2023, for \$34,575.96. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody reported that the Annual Action Plan (AAP) for HUD is undergoing revisions. Two public hearings have been scheduled. The first public hearing is tomorrow night at 5pm and the second is May 23 at 5:00 p.m.

John Zody stated that a planned unit development was filed last week with the Planning and Transportation Department for approximately 140 acres at the Sudberry Farm property. Zody said it is proposed to be a very large development and there is a consideration for a TIF district.

Zody reported hiring Anna Killion-Hanson as the new assistant director for HAND. She will begin on June 12.

B. Legal Report: Larry Allen was available to answer questions.

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

D. Business Development Updates: Alex Crowley was available to answer questions.

VI. NEW BUSINESS

A. Hopewell Prospective Owner's Representative Presentation. John Zody said the owner's representative committee has selected U3 Advisors as the owner's representative for the

Hopewell project. They are here tonight to give a presentation. Their power point presentation is attached to the minutes.

The presenters and staff answered questions from the commissioners.

- B. Camera Use Privacy and Policy Presentation by Beth Cate.** Security Cameras are going to be installed in the Hopewell Greenway. RDC commissioners previously expressed concern regarding privacy issues with the security cameras. Beth Cate researched the issue and ultimately determined that there is not a violation of privacy. She said the video is not monitored in real time, rather footage is available for 30 days for the Bloomington Police Department to pull and review if an incident occurs. Cate also noted that software within the camera systems allow us to exempt areas of view from recording.

Staff answered questions from the commissioners.

- C. Resolution 23-41: Approving Amendments to the Dimension Mill Agreement.** The purpose of this agreement is in part to have Dimension Mill, Inc. (DMI) assume responsibility, in compliance with applicable EDA requirements, for managing the Tech Center. Completion of the Tech Center construction will require the procurement of certain professional services, including a Construction Manager as Adviser and an engineering firm that will provide commissioning of the Tech Center construction to ensure the completed building meets minimum LEED Silver certification.

DMI conducted a competitive bidding process for construction management services that produced five proposals. The evaluation team selected Weddle Bros. Building Group, LLC to service as construction manager as adviser for the Tech Center construction for an amount not to exceed \$15,000 plus additional payment equal to 1.85% of the total cost of the work.

DMI received and reviewed proposals from two firms recommended by the Tech Center project architect, StudioAxis, and selected Applied Engineering Services, Inc. as the most cost-effective responsive and responsible provider to provide LEED commissioning services for the Tech Center construction. The agreement is for an amount not to exceed \$47,000.

Amendments were made to the agreement to reflect the proper scope of DMI's activities and to help clarify roles and streamline project oversight and management.

Staff answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 23-41. Randy Cassady seconded the motion. The motion passed unanimously.

- D. Resolution 23-42: Approval of Construction Agreement with Milestone for Hopewell Phase I East.** The next phase for Hopewell Phase 1 East is construction of the infrastructure improvements, which is scheduled to begin in the summer of 2023. City staff solicited bids for the Construction Services. Matt Smethurst said two bids were received and Milestone Contractors, LP was selected as the lowest responsive and responsible bidder. City staff have negotiated an agreement with Milestone for an amount not to exceed \$13,373,284.90 for the construction services. Smethurst said the Board of Public Works is scheduled to review and approve this agreement on May 23, 2023.

Staff answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-42. Deborah Myerson seconded the motion. The motion passed unanimously.

E. Resolution 23-43: Lease Modification and Acceptance of Equipment for Showers West.

Larry Allen stated that as part of the purchase for Showers West, the RDC assumed leases as part of the property. City staff have negotiated two lease modifications for early termination with Cook Group Incorporated and LA Premier Realty LLC d.b.a Sycamore Realty & Investments.

The lease for Cook Group, which is currently being used as a fitness facility, will terminate on June 1, 2023, and in consideration of the early termination Cook will convey to the City all fitness equipment in the suite as reflected in the Bill of Sale.

The lease for Sycamore Realty would reflect a termination date of April 1, 2023.

Staff Answered questions from the commissioners.

Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-43. Deborah Myerson seconded the motion. The motion passes unanimously.

VII. BUSINESS/GENERAL DISCUSSION – None.

XI. ADJOURNMENT – Deborah Myerson moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:30 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____



Bloomington Hopewell Neighborhood Owners' Rep for Development

May 15, 2023

Agenda

Firm Overview

Our Experience

Project Understanding

Discussion



Firm Overview

Doing the Right Thing for Better Reasons

- Transformative Real Estate
- Vibrant Campuses
- Equitable Communities



DREXEL UNIVERSITY | PHILADELPHIA, PA

Who We Are

- **Nationally recognized** for our real estate advisory work, assisting clients with conceptualization, planning, and implementation.
- **25+ years of experience** working with the nation's most prominent higher education and non-profit institutions.
- Staff in New York, Philadelphia, Boston, Los Angeles, and Chicago specializing in **real estate development, economic development, and planning.**
- Strong track record working with local governments, anchor institutions, and developers on a wide range of real estate challenges as they **balance financial and mission-oriented goals.**
- **Over \$2.65 billion** of real estate development transactions facilitated since 2014, with an emphasis on producing **equitable, affordable, and sustainable** communities



1. MIDTOWN DETROIT

3. MARYGROVE CONSERVANCY

5. UNIVERSITY OF PENNSYLVANIA WEST PHILADELPHIA INITIATIVES

2. UMD DISCOVERY DISTRICT

4. MEMPHIS MEDICAL DISTRICT COLLABORATIVE

6. HOTEL AT UMD

Team Members



Karen Backus
Principal & Co-Founder



Todd Stern
Managing Director/
Project Executive



Janne Corneil
Senior Advisor



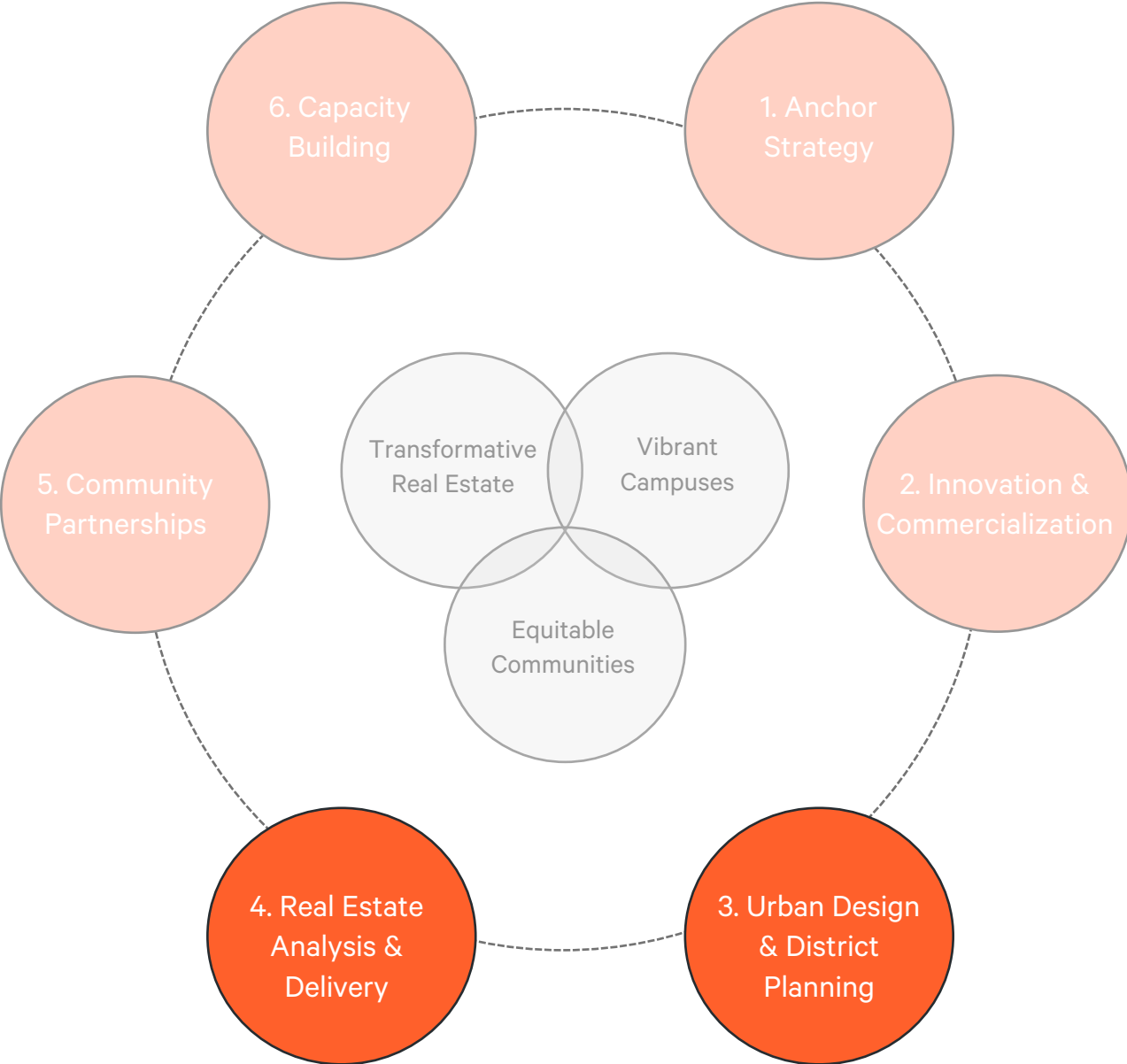
Eric Anderson
Vice President



Andrew Fix
Associate

Our Approach

To effectively bring the vision for the Hopewell site to market, we will weave together two key pillars of our work:



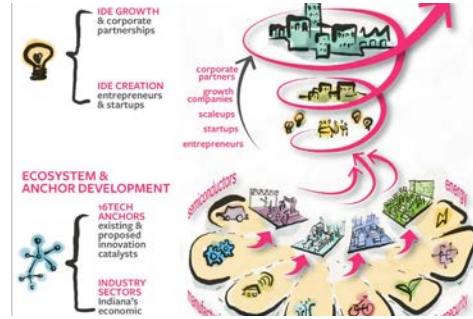
Our Experience

Urban Design & District Planning



Hazelwood Green
Pittsburgh, PA

Mixed-use, innovation-driven, sustainable, affordable development



16 Tech
Indianapolis, IN

Program planning for campus to develop a more holistic entrepreneurial ecosystem



UMD
College Park, MD

Site-specific planning for multiple phases of successfully completed development



Atlanta Housing
Bowen Homes

Housing authority partnering with private developers to pursue HUD Choice Neighborhood and LIHTC funding for 70-acre mixed-income community

Project Understanding

The Vision for Hopewell

A **generational opportunity** to develop a vibrant new neighborhood in the heart of Bloomington:

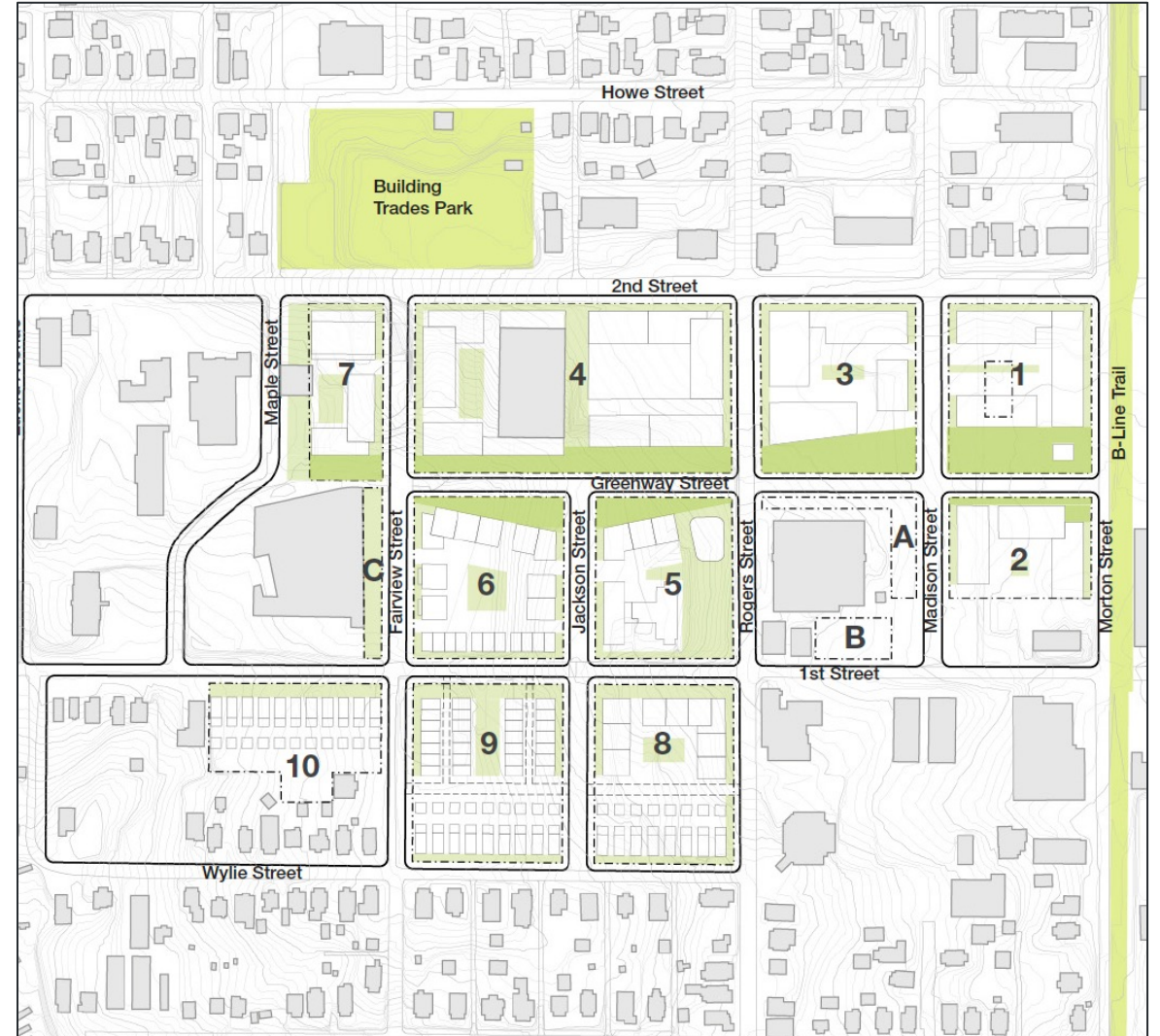
- Already fully **entitled**
- Begun **environmental studies**
- **Housing study**,
- **Initial infrastructure** improvements.
- **CBCI** – a newly formed 501c3 – will lead the creation of an execution strategy and its' implementation



Development Owners' Rep

U3's Role:

- Coordinate site-wide development strategy (affordability, sustainability, POA, potential municipal supports, multiple developers, etc.)
- Ensure a competitive solicitation and developer negotiation
 - Is the City getting the right price?
 - Is the City getting the best terms that will enable the full implementation of its vision?



U3's Unique Contribution

- Transactional but attuned to our clients' mission (**fair deal, great place, affordability, sustainability**)
- Cast a wide net to ensure a strong network of developers at national, regional, and local levels
- Ability to evaluate price *and terms*
- Ensure appropriate level of control and risk mitigation for the City during predevelopment, design, construction, and operationse

Process: Development Strategies & Feasibility Analysis

Phase 1



Development
Strategies & Feasibility
Analysis

- **Goals & objectives**
- **Quantify key demand drivers**
- **Update market analysis and sync plan with current conditions**
- **Project initial residual land valuation**

Phase 2



Development
Engagement

- **Stakeholder outreach**
- **Developer outreach**
- **Refine procurement strategy**

Phase 3



Procurement & Deal
Negotiation

- **Develop and distribute RFI**
- **Developer negotiations**
- **Additional due diligence to vet proposed deal**
- **Move project toward definitive documentation & predevelopment stage**

Discussion

23-44
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

DETERMINATION OF NO EXCESS ASSESSED VALUE IN THE ALLOCATION AREAS

WHEREAS, the City of Bloomington currently has three allocation areas for purposes of capturing tax increment revenues pursuant to Indiana Code § 36-7-14-39 and Indiana Code § 36-7-14-39.3: (1) the Consolidated Allocation Area, (2) the North Kinser Road and Prow Road Allocation Area, and (3) the Meridiam Allocation Area; and

WHEREAS, the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area were created by the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington ("Common Council") pursuant to Indiana Code 36-7-14; and

WHEREAS, the Consolidated Allocation Area was created in 2017 by consolidating several new and existing allocation areas, including: (1) the Adams Crossing Allocation Area (as originally created in 1993 and as expanded in 2000 and 2009); (2) the Downtown Allocation Area (as originally created in 1985 and as expanded in 1990 and 2010); (3) the Tapp Road Allocation Area (as originally created in 1993 and as expanded in 2003); (4) the Thomson/Walnut-Winslow Allocation Area (as originally created in 1991 and as expanded in 1993 and 2002); (5) the Whitehall/West Third Street Allocation Area (as originally created in 1998 and as expanded in 2000); (6) the West 17th Street Allocation Area (as originally created in 2015); (7) the Seminary Allocation Area (as originally created in 2015); (8) the West Third Street Allocation Area (as originally created in 2015); (9) the Bloomfield Road Allocation Area (as originally created in 2015); (10) the Thomson/Walnut-Winslow Expansion # 1 Allocation Area (as originally created in 2015); (11) the Thomson/Walnut-Winslow Expansion #2 Allocation Area (as originally created in 2015); (12) the Thomson/Walnut-Winslow Expansion #3 Allocation Area (as originally created in 2015); (13) the South Walnut Allocation Area (as originally created in 2015); (14) the Tapp Road Expansion #2 Allocation Area (as originally created in 2015); (15) the Tapp Road Expansion #3 Allocation Area (as originally created in 2015); and (16) the Fullerton Pike Allocation Area (as originally created in 2015); and

WHEREAS, the North Kinser Road and Prow Road Allocation Area was created in 1996; and

WHEREAS, the Meridiam Allocation Area was created as part of the fiber broadband expansion in the City in 2022, and it has not yet generated revenue; and

WHEREAS, pursuant to Indiana Code § 36-7-14-39(b)(4), the RDC is required to determine the amount, if any, by which the assessed value of the taxable property in each allocation area for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code § 36-7-14-39(b)(3), plus the amount necessary for the other purposes described in Indiana Code § 36-7-14-39(b)(3);

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

1. The Redevelopment Commission has determined:
 - a. there is no excess assessed value from either the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, or the Meridiam Allocation Area that may be allocated to the respective taxing units for budget year 2023 pursuant to Indiana Code § 36-7-14-39; and
 - b. all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area in 2023 shall be captured assessment (as defined in 50 Ind. Admin. Code 8-1-16).
2. The County Auditor, the Common Council, the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partially located within the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, or the Meridiam Allocation Area shall be notified by sending Exhibit A via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt. The Department of Local Government Finance shall be notified by sending Exhibit A or the information contained within Exhibit A electronically. Staff is asked to ensure these notices are provided by June 15, 2023, the deadline set in Indiana Code § 36-7-14-39(b)(4).

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

June 6, 2023

(VIA HAND DELIVERY or VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED)

[Address Block]

Re: City of Bloomington Redevelopment Commission Notice of No Excess Valuation

Dear Officer Authorized to Fix Budgets, Tax Rates, and Tax Levies:

The City of Bloomington currently has three allocation areas—(1) the Consolidated Allocation Area, (2) the North Kinser Road and Prow Road Allocation Area, and (3) the Bloomington Meridiam Allocation Area—for purposes of capturing tax increment revenues pursuant to Indiana Code Section 36-7-14-39 and Indiana Code Section 36-7-14-39.3.

This letter is to notify you, pursuant to Indiana Code § 36-7-14-39 and 50 Ind. Admin. Code 8-2-4, on behalf of the Commission, that the Commission has determined that, for budget year 2023, the Commission will need to capture all of the incremental assessed value from the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area in order to generate sufficient TIF Revenues to meet the Commission 's outstanding debt service obligations, to pay for projects that are located in or directly serve or benefit the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and Meridiam Allocation Area; and to meet other purposes permitted by Indiana Code § 36-7-14-39(b)(3).

Therefore, the Commission has determined that (a) there is no excess assessed value from the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, or the Bloomington Meridiam Allocation Area that may be allocated to the respective taxing units for budget year 2023 pursuant to Indiana Code 36-7-14-39(b), and (b) all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area, the North Kinser Road and Prow Road Allocation Area, and the Meridiam Allocation Area in 2023 shall be captured assessment (as defined in 5 Ind. Admin. Code 8-1-10).

Sincerely,

Cindy Kinnarney
President, Bloomington Redevelopment Commission

**23-45
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**AGREEMENT WITH U3 ADVISORS FOR OWNER'S
REPRESENTATIVE CONSULTANT SERVICES FOR HOPEWELL**

- 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, 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) (“Project”); and
- WHEREAS, as part of the Project, the RDC and City desire to have an owner’s representative to help with the strategic redevelopment of Hopewell (“Services”); and
- WHEREAS, after soliciting information and interviewing several firms, Staff in consultation with the RDC have determined that U3 Advisors (U3) is the best qualified provider to carry out the Services; and
- WHEREAS, City staff have negotiated an agreement with U3 for an amount not to exceed Four Hundred Seventy-Nine Thousand Four Hundred Dollars (\$479,400.00) for the Services (“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 additional amount not to exceed Four Hundred Seventy-Nine Thousand Four Hundred Dollars (\$479,400.00) 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, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



May 17, 2023

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, Indiana 47402

Re: Real Estate Advisory Services

Dear Mr. Allen,

On behalf of U3 Advisors (U3A), I am pleased to present this proposal to assist the Bloomington Redevelopment Commission and the City of Bloomington as they evaluate developer proposals in the new Hopewell neighborhood. In 2018, the City purchased a twenty-four acre site of the former site of the IU Health Bloomington Hospital located in Bloomington, Indiana, and the City now seeks to redevelop the site into the new Hopewell neighborhood (“Hopewell”).

The scope of our work is more fully described in Exhibit B of this proposal. The terms of our engagement will be governed by the contract attached hereto dated June 5, 2023, between the City of Bloomington, the Bloomington Redevelopment Commission, and U3 Advisors.

Thank you for the opportunity to work with the City of Bloomington on the redevelopment of the Hopewell neighborhood. We are excited to kick off, and to work closely with you over the coming months to advance the City’s redevelopment goals.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Todd Stern', written over a horizontal line.

Todd Stern
Managing Director
U3 Advisors

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
U3 ADVISORS
FOR
HOPEWELL OWNER’S REPRESENTATION**

This Agreement, entered into on this 5th day of June, 2023, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and U3 Advisors (“U3”),

WITNESSETH:

WHEREAS, in May 2018, the City entered into a purchase agreement for the current twenty-four (24) acre site of the former site of the IU Health Bloomington Hospital located in Bloomington, Indiana, and the City will redevelop the site into the new Hopewell neighborhood (“Hopewell”); and

WHEREAS, the City has taken possession of some of the surrounding parcels in Hopewell and will take possession of the main site, depicted as Parcel A in Exhibit A, on or before December 31, 2023; and

WHEREAS, the City requires the services of an owner’s representative to act as a consultant for the redevelopment of Hopewell (the “Services” as further defined below); and

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

WHEREAS, the City issued a request for information where U3 was one of the respondents, and U3 demonstrated the capacity and expertise to perform the desired Services; and

WHEREAS, U3 is willing and able to provide such Services to the City.

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

Article 1. Scope of Services

U3 shall provide the Services as specified in Exhibit B, “Scope of Work and Project Schedule”, attached hereto and incorporated into this Agreement.

U3 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.

U3 shall complete the Services required under this Agreement on or before December 31, 2024, 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 U3's work, U3 agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Deputy Mayor Mary Catherine Carmichael or her designee as the City's Project Manager. U3 agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by U3 for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

U3 shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards with which a professional in the same industry would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of U3's performance. Upon notice to U3 and by mutual agreement between the parties, U3 will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

U3 shall not be responsible for the performance of the construction contract or the work or products, or any defects, deficiencies or effects resulting from any contractor, subcontractor, manufacturer, supplier, fabricator, consultant retained by the City, or other third party (including anyone working or acting on behalf of any third the foregoing) that is not under the direction or control of U3. Nothing in this Agreement shall be construed as giving U3 responsibility for or the authority to control, direct, or supervise the construction, construction means, methods, techniques, sequences or procedures, or safety precautions, measures and programs.

Article 3. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and U3 shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay U3 for all fees and expenses in an amount not to exceed a total of Four Hundred Seventy-Nine Thousand Four Hundred Dollars (\$479,400.00) based on the fees and reimbursable payment schedule set forth in Exhibit B. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to U3 within forty-five (45) days of receipt of invoice. U3 may submit monthly invoices to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by documentation as the City may reasonably require and contain an itemized listing of reimbursable expenses, when compensation is based on hourly rates, and a listing of technical labor hours and rates. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction.

All invoices shall be sent to:

City Controller
OBO Bloomington Redevelopment Commission
City of Bloomington
401 N. Morton, Suite 240

Bloomington, Indiana 47404

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

U3 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 City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule

U3 shall perform the Services according to the schedule set forth in Exhibit B, attached hereto and incorporated herein by reference (“Project Schedule”). The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. When a contractor is selected, responsibility for scheduling of construction services will become the sole responsibility of the contractor.

If U3’s ability to meet any of the specific milestone dates in the Project Schedule is adversely affected by the City’s actions, untimely city or other government agency approvals, the actions of the contractor or other third party, or any force majeure events, then U3 shall not be responsible for any delays caused or costs incurred by such inability to meet the milestone dates detailed in Exhibit B.

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 City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to U3. U3 shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the U3 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 U3’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 U3 in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

Article 8. Identity of the U3

U3 acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom U3 has represented will be responsible there for. U3 thus agrees that the work to be done pursuant to

this Agreement shall be performed by the principal personnel described in Exhibit C, Principal Personnel, and such other personnel in the employ under contract or under the supervision of U3. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of the U3's personnel or proposed outside professional subconsultants, and the City 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 U3 shall represent the best judgment of U3 based upon the information currently available and upon U3's background and experience with respect to projects of this nature. It is recognized, however, that neither U3 nor the City 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, U3 cannot and does not warrant or represent that the proposals or construction bids received will not vary from the opinions of probable construction 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 U3 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 City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of U3 will be at the City's sole risk and without liability or legal exposure to U3. The City shall indemnify, defend, and hold harmless the U3 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 U3 and furnished to the City as part of the Services shall become the property of the City. U3 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 U3.

Article 12. Independent Contractor Status

During the entire term of this Agreement, U3 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 City. U3 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

U3 shall indemnify, and hold harmless the City of Bloomington, the City, and the officers, and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability to the extent, arising out of the Agreement or to the extent 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 on the part of the U3 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, U3 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 City, 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.

U3 shall provide evidence of each insurance policy, through a certificate of insurance, to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which U3 may be held responsible for payment of damages resulting from U3’s provision of the Services or its operations under this Agreement. If U3 fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City’s required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

U3 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. U3 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 City nor the U3 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 City and U3.

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

U3 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.

U3 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 U3 believes that a City employee engaged in such conduct towards U3 and/or any of its employees, U3 or its employees may file a complaint with the City department head in charge of the U3'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, U3 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, U3 shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

U3 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). U3 shall sign an affidavit, attached as Exhibit D, affirming that U3 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.

U3 and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the U3 or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the U3 or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the U3 or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the U3 or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the U3 or subcontractor did not knowingly employ an unauthorized alien. If the U3 or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City 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 U3. If the City terminates the contract, the U3 or subcontractor is liable to the City for actual damages.

U3 shall require any subcontractors performing work under this contract to certify to the U3 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. U3 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:

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, Indiana 47402

U3 Advisors:

U3 Advisors
Attn: Todd Stern, Managing Director
215 Park Avenue South, 11th Floor
New York, New York 10003

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and U3.

Article 25. Intent to be Bound

The City and U3 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 City and the U3. 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

U3 is required to certify that it has not, nor has any other member, representative, or agent of U3, 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. U3 shall sign an affidavit affirming that U3 has not engaged in any collusive conduct, which is attached hereto as Exhibit E and incorporated by reference.

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

**CITY OF BLOOMINGTON,
INDIANA**

U3 ADVISORS



Beth Cate, Corporation Counsel

Todd Stern, Managing Directors

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

Cindy Kinnarney, President

EXHIBIT A

Project Site

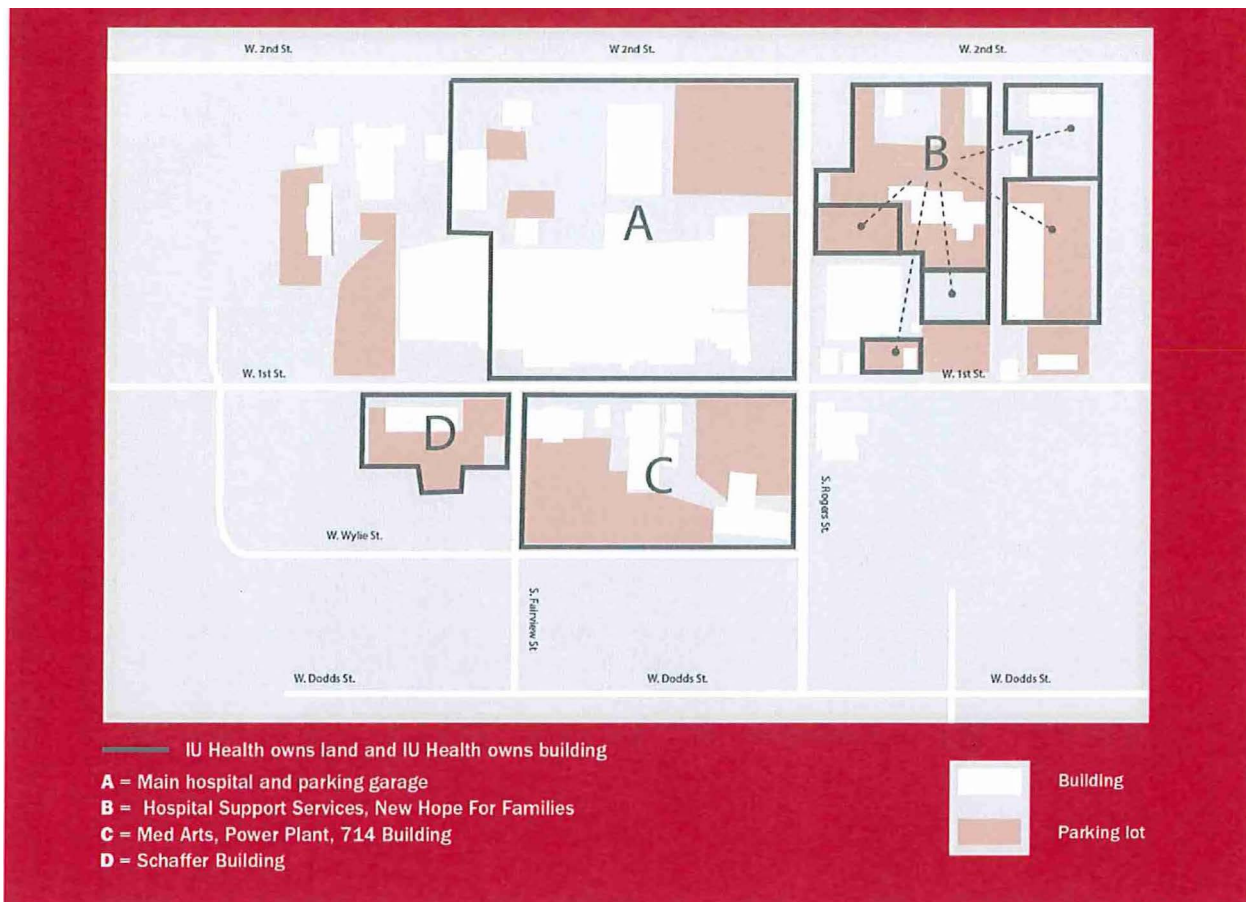


EXHIBIT B
Scope of Work and Project Schedule

HOPEWELL PROJECT SCHEDULE (ESTIMATED TIMES SUBJECT TO MARKET CONDITIONS AND DEVELOPER NEGOTIATIONS)

	3	3	3	3	3	3	3	3	24
	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	TOTAL
Phase 1 (Sites 8, 9, 10)									
- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy									
- Review RFI responses, request info/interviews									
- City of Bloomington recommendation and public property offering									
- Negotiate term sheet / Purchase & Sale Agreement with developer(s)									
- Complete and execute definitive documents									
- Closing									
- Project management									
PHASE 1 EST. FEE INCURRED (\$000s)	\$48	\$40	\$40	\$0	\$10	\$0	\$0	\$0	\$138
Phase 2 (Sites 1, 2, 3)									
- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy									
- Draft and issue Request for Qualifications									
- Review RFQ responses, short-list, draft and issue RFI									
- RFI response period, start review of responses									
- Interviews, short-list to 2									
- City of Bloomington recommendation and public property offering;									
- Negotiate and execute term sheet(s), draft definitive documents									
- Complete and execute definitive documents									
- Closing									
- Project management									
PHASE 2 EST. FEE INCURRED (\$000s)	\$30	\$50	\$35	\$30	\$15	\$0	\$10	\$0	\$170
Phase 3 (Sites 4, 5, 6, 7)									
- Kick Off: underwriting/market assessment; affordable housing/TIF/abatement strategy, initial transaction structure strategy, phasing strategy									
- Draft and issue Request for Qualifications									
- Review RFQ responses, short-list, draft and issue RFI									
- RFI response period, start review of responses									
- Interviews, short-list to 2									
- City of Bloomington recommendation and public property offering;									
- Negotiate and execute term sheet(s), draft definitive documents									
- Complete and execute definitive documents									
- Closing									
- Project management									
PHASE 3 EST. FEE INCURRED (\$000s)	\$0	\$30	\$50	\$35	\$30	\$15	\$0	\$10	\$170
EST. TOTAL FEE INCURRED OVER TIME (\$000s)	\$78	\$120	\$125	\$65	\$55	\$15	\$10	\$10	\$478
<i>Est. per month fee (\$000s)</i>	\$26.10	\$40.01	\$41.67	\$21.67	\$18.33	\$5.00	\$3.33	\$3.33	



EXHIBIT C. PRINCIPAL PERSONNEL

- KAREN BACKUS, PRINCIPAL AND CO-FOUNDER. SENIOR ADVISOR
- TODD STERN, MANAGING DIRECTOR. PROJECT EXECUTIVE
- ERIC ANDERSON, VICE PRESIDENT. PROJECT MANAGER
- ANDREW FIX, ASSOCIATE.

EXHIBIT D

STATE OF New York)
)SS:
COUNTY OF New York)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Managing Director of U3 Advisors.
(job title)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Todd Stern

Printed Name

STATE OF New York)
)SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Todd Stern and acknowledged the execution of the foregoing this 23rd day of May, 2023.

Notary Public's Signature

Jamie Liu

Printed Name of Notary Public

County of Residence: Queens

My Commission Expires: January 16, 2026

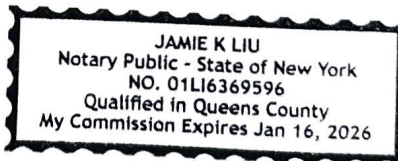


EXHIBIT E

STATE OF New York)
) SS:
COUNTY OF New York)

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 _____, 2023.

U3 ADVISORS

By: [Signature]

Todd Stern, Managing Director
Printed Name and Title

STATE OF New York)
) SS:
COUNTY OF New York)

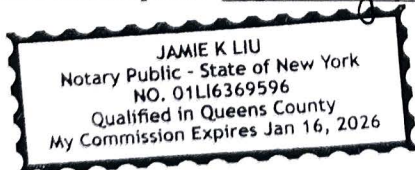
Before me, a Notary Public in and for said County and State, personally appeared Todd Stern and acknowledged the execution of the foregoing this 23rd day of May, 2023.

[Signature]
Notary Public's Signature

JAMIE K LIU
Printed Name of Notary Public

County of Residence: Queens

My Commission Expires: January 16, 2026



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, 2025

Financial Information:

Estimated full cost of project:	\$35,450,991.03
Sources of funds:	Total: \$35,869,189.74

Consolidated TIF	\$30,000,000
Federal Roadway Reconstruction	\$4,069,189.74
READI Grant	\$1,800,000.00

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	\$1,757,752 \$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS Held)	\$631,000	2021-2025
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advsiors	Est. \$525,000 \$479,400	2023-24
	1h Website	Est. \$22,400	2023-24
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	\$6,278,268	2020-2023
	6a. Design – VS Engineering	\$680,000	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	Tentatively Estimated \$475,000	Apr. 2023 – Nov. 2023
	6d. Construction	Tentatively Estimated \$5,086,487 (including \$4,069,189.74 federal funding)	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Phase 1 East	\$16,835,506 \$17,120,920.20	June 2021 – Aug. 2024

	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,087,869 \$13,373,284.90	2022-2024
	7f(i) Cassady Electric	\$73,550.00	2022
	7f(ii). Duke Relocation	123,942.30	2022-2023
8.	Kohr Admin Redev.	\$95,505	TBD
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
9.	Ongoing Services	Est. \$767,198.50	
	9a Security Patrols – Marshall	\$107,198.95	2022-23
	9b Enhanced Security	Est. \$450,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	Est. \$200,000	2023-2025
10	Parking Garage	\$87,675	
	10a Assessment	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$606,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	

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
 - 22-62 Approval of Addendum to SB Friedman Agreement
 - 22-86 Addendum to Design Agreement with Shrewsberry
 - 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
 - 22-95 Cassidy Electric Lighting Relocation Phase 1 East
 - 22-100 Duke Energy Utility Relocation
 - 22-103 Funding for Hopewell Signs
 - 23-15 Tree Removal – 1st Street Reconstruction
 - 23-21 Addendum #2 to Design Contract for Phase 1 East
 - 23-36 Amended Project Review and Approval Form
 - 23-37 Preliminary Design Contract for Hopewell West – Crossroad
 - 23-42 Construction Agreement for Phase 1 East – Milestone
 - 23-45 **Owner’s Representative Agreement – U3 Advisors**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

23-46
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AGREEMENT WITH AXIS ARCHITECTURE FOR PRELIMINARY DESIGN SERVICES ON
SHOWERS WEST PUBLIC SAFETY FACILITY**

- 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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the Common Council approved the issuance of bonds for various public safety capital projects, including a new police headquarters (“Project”); and
- WHEREAS, the RDC approved a purchase agreement for 320 W. 8th Street, formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49, which was targeted as the site for the new police headquarters and fire administration offices; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023; and
- WHEREAS, as part of the purchase, the City requires preliminary design services for the Project (“Services”); and
- WHEREAS, City Staff have negotiated an agreement with Axis Architecture (“Axis”) to provide the Services for an amount not to exceed \$100,000.00 (“Agreement”) and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”), and is eligible for funding from the Consolidated TIF (Downtown) as secondary funding, if needed; and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public’s best interests and, if necessary, is an appropriate use of Consolidated TIF.

2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.
3. The RDC understands that the primary funding of the Project will come from the bonds issued by the City for the Project. However, if needed in the discretion of the Bloomington Controller, Consolidated TIF funds may be expended up to an amount not to exceed One Hundred Thousand Dollars (\$100,000.00). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the funding 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
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
ARCHITECTURAL DESIGN SERVICES**

This Agreement, entered into on this 5th day of June, 2023, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and Axis Architecture Interiors, LLC (“Consultant”),

WHEREAS, in December, 2022, the City issued bonds for several public safety capital projects, including a new police headquarters and renovated fire stations (“Project”), and the City purchased property located at 320 W. 8th Street in Bloomington as the site for the new police headquarters and office space for fire administration; and

WHEREAS, the City requires the services of a professional architect in order to perform the preliminary professional design services for the Project (the “Services” as further defined below); 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 City.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Services,” attached hereto and incorporated into this Agreement. Consultant 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.

Consultant shall complete the Services required under this Agreement on or before September 1, 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 Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Deputy Mayor Mary Catherine Carmichael as the City’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner that meets the professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. 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 circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of One Hundred Thousand Dollars (\$100,000.00) based on the fee payment schedule set forth in Exhibit A. The price set forth in this Article 4 supersedes the quoted price in Consultant's proposal in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by such documentation as the City may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction. The invoice shall be sent to:

Larry Allen
City of Bloomington
401 N. Morton, Suite 220
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 City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

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 City are at any time not forthcoming or are insufficient, through failure of

any entity, including the City itself, to appropriate funds or otherwise, then the City 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 Article 1 and Exhibit A. 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 City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant for all the Services performed up to the date that written notice is received. In the event of restart, an equitable adjustment shall be made to 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 City, as set forth in Article 11 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City 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 A, and such other personnel in the employ under contract or under the supervision of Consultant. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the City 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 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 City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive proposals, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction proposals received will not vary from the opinions of probable construction 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 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 City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the City's sole risk and without liability or legal exposure to Consultant. The City shall indemnify, defend, and hold harmless the Consultant 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 Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant 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 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 City. Consultant 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

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City 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 Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Consultant is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Consultant 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 Consultant's willful misconduct or negligence.

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 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 City, 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.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City’s required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to 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 under this Agreement. 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 City nor the Consultant 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 City and 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 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 all regards, including, but not limited to, 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant 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 but not limited to 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, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

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 B, 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 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or

subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant 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:

City:

City of Bloomington
Redevelopment Commission
Attn: Larry Allen
401 N. Morton, Suite 220
Bloomington, Indiana 47402

Consultant:

Axis Architecture Interiors, LLC
ATTN: Chris Hagan
618 E. Market Street
Indianapolis, Indiana 46202

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

Article 25. Intent to be Bound

The City and Consultant 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 City 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-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 C is attached hereto and incorporated by reference as though fully set forth.

Article 28. Time is of the Essence: Time is of the essence of this agreement and each of its terms.

Article 29. Force Majeure: Neither party shall be considered in breach of this Agreement for failure to perform its obligations due to a cause beyond its reasonable control, including but not limited to, any act of God, any military action or act of civil or regulatory authority, terrorism, change in law or regulation, fire, storm, flood, earthquake or other natural disaster, health crisis, disruption or utility outage, labor problem, unavailability of supplies, or any other cause which could not have been prevented by such party with reasonable care (each a “Force Majeure Event”). The affected party shall provide prompt written notice to the other party of any Force Majeure Event, and all obligations under this Contract shall be suspended for as long as such Force Majeure Event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible. If the period of nonperformance exceeds seven (7) days from the receipt of written notice of the Force Majeure Event, the other party may, by giving written notice, terminate this Agreement.

CITY OF BLOOMINGTON

AXIS ARCHITECTURE INTERIORS, LLC

Mary Catherine Carmichael, Deputy Mayor

Chris Hagan, Partner

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

Deborah Myerson, Secretary

EXHIBIT A

“Services”

STUDIOAXIS
618 East Market Street
Indianapolis, IN 46202



March 18, 2023

Mary Catherine Carmichael
Deputy Mayor
City of Bloomington – Office of the Mayor
401 North Morton Street, Suite 210
Bloomington, Indiana 47404

Re: Showers West – Police and Fire Departments

Mary Catherine,

We are excited to be invited to design the new Bloomington Police Department Headquarters and Bloomington Fire Department Headquarters at the Showers Building. Our team has the experience and capacity to undertake this effort. We understand the urgency of the project, and are ready to get started. We will break the project into several phases that include programming and due diligence, schematic design, design development and construction documents.

We understand that the City legal department will author a contract and that may take some time. In addition, we would like to get through this initial phase in order to understand the whole project scope and determine a fair design fee. We would like approval of a stipend to cover our time and expenses during this period of initial programming and due diligence. This initial scope includes site visits for the design team, including MEP and structural engineers, to become familiar with the existing conditions, preparation of a Revit (3D CAD) model of the building, and programming the police and fire departments. We propose a total of \$75,000 for this effort.

In addition, I have received a quote for \$16,200 to scan the existing roughly 66,000sf building. Upon approval of this expense I will work with the scanning vendor to schedule the scan.

Thank you for this opportunity and we look forward to working with you and your team.

Respectfully,

Chris Hagan
Partner
STUDIOAXIS

CC:
Drew White, Partner
Ashley Thornberry, Project Manager
File

ESTIMATE

**Matt S Crowder Photography
LLC dba Immersaf Media**
2634 Cardigan Road
Indianapolis, IN 46268

matt@immersaf.com
+1 3176036363



Studio Axis

Bill to
Studio Axis

Estimate details
Estimate date: 04/13/2023

Product or service	Amount
1. LiDAR Scan to Revit/CAD	\$13,200.00
3D scanning of 320 W 8th St, Bloomington, IN 47404 (west side) using LiDAR and conversion of scan data into Revit model and CAD format.	
Interior and Exterior. Incl MEP and Fire protection.	
2. LiDAR Scan to Revit/CAD	\$3,000.00
3D scanning of 320 W 8th St, Bloomington, IN 47404 (west side) using LiDAR and conversion of scan data into Revit model and CAD format.	
Add Roof	
Total	\$16,200.00

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)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 _____, 2023.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

EXHIBIT C

STATE OF INDIANA)
) 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 _____, 2023.

Axis Architecture Interiors, LLC

By: _____

STATE OF INDIANA)
) 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 _____, 2023.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____