

AGENDA
REDEVELOPMENT COMMISSION
July 3, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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<https://bloomington.zoom.us/j/88230154336?pwd=VjRBdHorNXJMWk1ZMDdOOGdCOUhtUT09>

Meeting ID: 882 3015 4336

Passcode: 057012

- I. ROLL CALL**
- II. READING OF THE MINUTES** – June 20, 2023 and Executive Summary for June 20, 2023
- III. EXAMINATION OF CLAIMS** –July 7, 2023 for \$56,977.24
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 30, 2023 for \$39,499.07
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. Resolution 23-52: Agreement with Ten31 for Redesign of Hopewell Website
 - B. Resolution 23-53: Approval of Site Control Letter for Hopewell Kohr Building Low Income Housing Tax Credit Application
 - C. Resolution 23-54: Agreement with Weddle Brothers Construction to Serve as Construction Manager for Public Safety Projects
 - D. Resolution 23-55: Approval of Payment to Add Insurance Coverage for Showers West
 - E. Resolution 23-56: Approval of Amendment of Agreement for Security Patrols at Hopewell Properties
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, June 20, 2023, at 5:00 p.m. in the Allison Conference Room, 401 North Morton Street, Room 221, and via Zoom, with President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=12549>***

I. ROLL CALL

Commissioners Present: Deb Hutton, Randy Cassady, Cindy Kinnarney, and Sarah Bauerle Danzman attended the meeting in person.

Commissioners Absent: None.

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

Others Present: Beth Cate, Corporation Council, Legal Department; Larry Allen, Assistant City Attorney, Legal Department; Jeff Underwood, Controller; Alex Crowley, Director, Economic & Sustainable Development; Patrick Dierkes, Project Engineer, Engineering Department; Dave Askins, B Square Bulletin; Alexis Simkins; Deb Kunce, J.S. Held; John Fernandez; Carrie Walden, CE Solutions; Sam Dove

II. READING OF THE MINUTES – Deb Hutton moved to approve the June 5, 2023 minutes. Sarah Bauerle Danzman seconded the motion. Deborah Myerson abstained. The motion passed 3-0-1.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim register for June 23, 2023, for \$191,895.08. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for June 16, 2023, for \$36,320.16. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody reported that the HAND department is in the process of digitizing several thousand rental files. The original files will be stored in an RDC owned building on S. Walnut Street.

Zody also reported that the owner's rep for Hopewell, U3 Advisors was in town last week and will be presenting periodic updates.

B. Legal Report: Larry Allen reported 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. Resolution 23-47: Approval of Offering Sheet for Redevelopment Commission Properties Located within the Trades District. John Fernandez stated properties in the Trades District had previously been offered for sale, but that they felt that it was prudent to update the notices. Indiana law requires the Redevelopment Commission to prepare a notice of offering in advance of entertaining an offer to purchase or sell real estate owned by the Redevelopment Commission. City staff obtained two updated, independent appraisals for the RDC owned parcels within the Trades District. Staff has prepared an offering sheet for parcels to be publically offered for sale.

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

Deborah Myerson pointed out a typo in the hyperlink of the offering sheet. Deb Hutton moved to approve Resolution 23-47, with the correction to the typo. Deborah Myerson seconded the motion. The motion passed unanimously.

- B. Resolution 23-48: Approval of Primary Plat Approval for Hopewell Project.** Deb Kunce reported that the demolition of the Legacy Hospital is complete.

Patrick Dierkes explained the primary plat for Hopewell West. If approved, the primary plat will go to the Plan Commission to begin the plat approval process. The primary plat establishes the first step in the process. Dierkes said we have until June 26, 2023, to make amendments to the primary plat. After the primary plat we will have one year to report the secondary plat. The secondary plat is the official plat that goes to the recorder's office.

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

Sarah Bauerle Danzman moved to approve Resolution 23-48. Randy Cassady seconded the motion. The motion passed unanimously.

- C. Resolution 23-49: Approval of Change Orders for 17th Street Improvements.** Patrick Dierkes explained the change orders. Change Order 1 is for \$2,562.13 and accounts for the necessary relocation of a private sanitary sewer lateral line that was discovered during construction. Change Order 2 is for \$34,212 which will cover topsoil and sod to replace areas that were formerly asphalt. Change Order 3 is for \$87,460.40 for the replacement of existing pavement that was discovered to be structurally unable to support additional paving on top of it. These change orders would increase the total amount for the East project construction agreement from \$1,192,297.10 to \$1,196,297.10 and increase the West project construction agreement from \$3,083,517 to \$3,204,855.

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

Randy Cassady moved to approve Resolution 23-49. Deb Hutton seconded the motion. The motion passes unanimously.

- D. Resolution 23-50: Approval of Agreement with CSX for the B-Line and Multiuse Path Project.** Patrick Dierkes explained that part of the project includes a trail that will be constructed adjacent to railroad tracks owned by CSX Transportation. Dierkes said there are mandatory procedures that must be followed when working adjacent to the railroad. Dierkes said while our project has minimal impact to actual railroad right-of-way, we are within a certain distance of the railroad so we must follow those procedures. Staff negotiated an agreement with CSX for inspection and flagging services for a total amount not to exceed \$47,300. The agreement is also being considered by the Board of Public Works on June 20, 2023.

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

Deborah Myerson moved to approve Resolution 23-50. Sarah Bauerle Danzman seconded the motion. The motion passes unanimously.

- E. Resolution 23-51: Agreement with CE Solutions for Condition Assessment and Study of the Hopewell Parking Garage.** Carrie Waldon, CE Solutions gave an overview of the assessment

they will be performing on the parking garage. The assessment will provide the needed information in order to make recommendations to make the garage fully functional and most efficient when it goes into operation. Final recommendations from CE Solutions will be toward the end of November, 2023.

City staff have negotiated an agreement with CE Solutions to perform the services for an amount not to exceed \$87,675.

Waldon answered questions from the commissioners.

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

Deb Hutton moved to approve Resolution 23-51. Deborah Myerson seconded the motion. The motion passes unanimously.

- F. Resolution 23-52: Agreement with Ten31 for Redesign of Hopewell Website.** Deb Kunce said we need to rebuild the website in a way that will give an online presence and an outreach ability and other communications through the community. City staff negotiated an agreement with Ten31 marketing for an amount not to exceed \$22,200.

Deborah Myerson asked about the bidding process. She said the price seems high. There was concern from some of the commissioners regarding the lack of bidding and the price. Sarah Bauerle Danzman also expressed concern about security.

Randy Cassady moved to postpone Resolution 23-52 until the next meeting, in order to obtain more information. Deborah Myerson seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION –

- XI. ADJOURNMENT –** Deb Hutton moved to adjourn. Deborah Myerson seconded the motion. The meeting adjourned at 6:15 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana, met on Tuesday, June 20, 2023, at 4:30 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana.

Commissioners Present: Cindy Kinnarney, Randy Cassady, Deb Hutton, Sarah Bauerle Danzman, and Deborah Myerson.

Staff Present: John Zody, Director, Housing and Neighborhood Development (HAND); Anna Killion-Hanson, Deputy Director, HAND; Christina Finley, Financial Specialist, HAND.

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Beth Cate, Corporation Counsel, City Legal Department; and Alex Crowley, Economic and Sustainable Development.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

23-52
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

AGREEMENT WITH TEN31 FOR REDESIGN OF HOPEWELL WEBSITE

- 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 desires to have an updated website for the new Hopewell neighborhood to promote its redevelopment (“Services”); and
- WHEREAS, City staff have negotiated an agreement with Ten31 Marketing for an amount not to exceed \$22,200.00 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 for the new website and authorizes the City of Bloomington to expend an amount not to exceed \$22,200.00 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

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
TEN31 MARKETING LLC**

This Agreement, entered into on this 30th day of May, 2023, by and between the City of Bloomington and its Redevelopment Commission (the “City”), and TEN31 Marketing LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”); and

WHEREAS, the City requires the services of a professional consultant to design and develop a new website for the Hopewell Project (“Services”); and

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

WHEREAS, Consultant is willing and able to provide such Services to the 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**, “Scope of Work”, 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 August 31, 2023, unless the parties mutually agree to an earlier 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 the City’s Project Manager, Communications Director Andrew Krebbs or his designee.

Consultant agrees that any information or documents 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 consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, 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 Twenty-two Thousand Two Hundred Dollars (\$22,200.00). 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. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Larry Allen
401 N. Morton St., Suite 130
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 manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the 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.

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before **August 31, 2023**. 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, plus reasonable termination or suspension expenses. Upon 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 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by TEN31. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. 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 subcontractors 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 11. 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 (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, 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").

Article 12. 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.
- 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 City head in charge of the grant and/or with the City human resources City 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 20. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. 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 21. 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 22. 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, IN 47404

Consultant:

TEN31 Marketing
Attn: Nate Ebel
642 N. Madison St.
Bloomington, IN 47404

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

Article 23. 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 24. 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.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

TEN31 MARKETING LLC

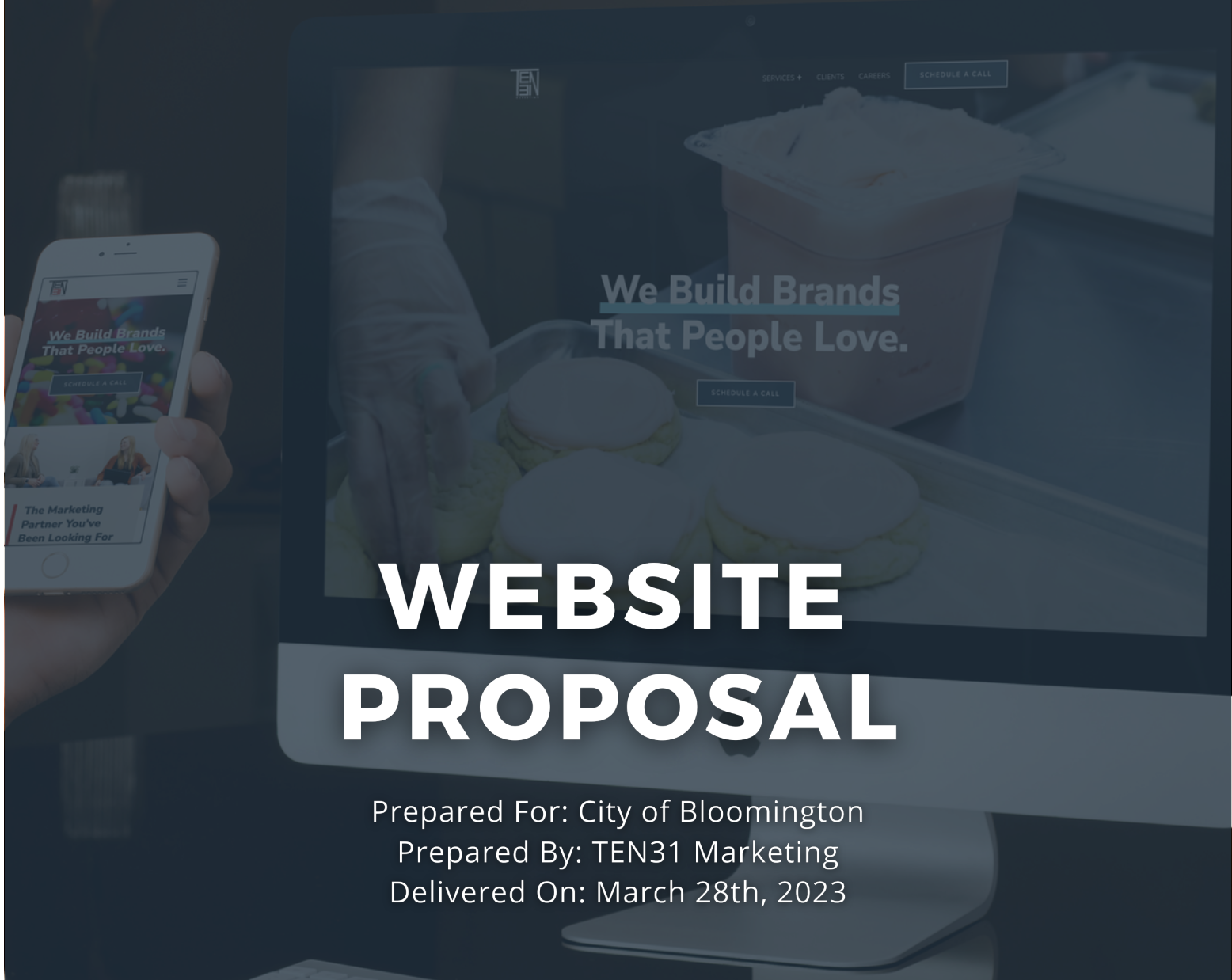
Mary Catherine Carmichael, Deputy Mayor

Nate Ebel, Owner

Cindy Kinnarney, RDC President

EXHIBIT A
“Scope of Work”

[See Attached]



WEBSITE PROPOSAL

Prepared For: City of Bloomington
Prepared By: TEN31 Marketing
Delivered On: March 28th, 2023

TEN31 MARKETING
642 N. MADISON STREET
BLOOMINGTON, IN 47404
INFO@TEN31MARKETING.COM • 812-518-2410

OVERVIEW

The City of Bloomington is in the midst of redeveloping the Bloomington Hospital site into a new neighborhood and hub in heart of the city. The neighborhood, Hopewell, aims to expand the experience of living in, working in, and visiting Bloomington.

While the city currently has a website for Hopewell, they're not fully satisfied with the look and feel of it and the overall experience that it provides to users. They're looking to partner with a local agency who can design and develop an eye-catching new website that better brings the project to life.

Additionally, the city is looking for a website that's easy to update and add new content as needed. Their new agency partner needs to be readily available for website changes as needed and to maintain the security and back end of the website after it's live.

TEN31 Marketing not only has the experience to complete this project, but as fellow residents who love living and working in Bloomington, this is a project we take personally and would put great passion into. We're confident we can provide a final product that you'll love to show off to the city.



Primary Goal

To design and develop a new website that's easy to manage, while also bringing the Hopewell project to life with stunning visuals.

WHAT'S INCLUDED:

YOUR NEW CONTENT MANAGEMENT SYSTEM (CMS)

All of our websites included a simple-to-use, yet powerful, Wordpress content management system. The content management system is proven and fully supported.

With TEN31 Marketing, every function you could possibly need is built to work on our platform. Every element can be fully integrated and designed to work together. Doing business online with a TEN31 Marketing website is user-friendly and easy.

CUSTOM WORDPRESS WEBSITE: PRO PACKAGE

Our Custom Designed Pro Website Package Includes:

- Built on a Wordpress CMS platform
- Brand strategy and messaging
- Clean and modern custom design
- Responsive design to fit all device sizes
- Well-organized, logical site map
- Social media network integration
- Blog and event calendar
- Homepage slider navigation
- Up to 20 pages
- Photo and video galleries
- SEO-friendly framework
- Lead generation forms
- Professional photo shoot
- Training videos



WHAT WE'LL DO + INVESTMENT

BRAND STRATEGY & MESSAGING

- Our Director of Brand Marketing and Brand Designer will do a review of your current brand as portrayed on the website and develop a strategy and messaging for the new site which incorporates an updated messaging framework, new site architecture, and clear content and website goals with calls to action.

PROFESSIONAL ON-SITE PHOTO SHOOT

- We'll conduct an on-site professional photo shoot to capture new content for the website. This photo shoot can also include staff and/or stakeholder photos as well, if desired.

SITE ARCHITECTURE & DESIGN

- Building upon the new strategy and framework we developed in the brand strategy review, we'll design the layout and visual elements for the new website. Once we've designed the new homepage, you'll get to review the designs and provide real-time feedback as we continue working through the rest of the pages.

SITE DEVELOPMENT

- Upon your approval of the site design, our web developer will build out the new site in line with the best SEO practices to ensure that Google's algorithm can easily crawl through your site when looking for websites to show to your target audience in Bloomington.

QA TESTING & TRAINING VIDEOS

- This is the final phase before we make your new website live. We will test all the functionality of the site on desktop, tablet, and mobile, as well as testing all contact forms, buttons, etc. Once the testing is complete, we'll then create screen share videos to share with your staff so you can know exactly how to make desired updates on your own.

TOTAL INVESTMENT: \$20,000

OPTIONAL WEBSITE MAINTENANCE PLANS

STANDARD \$149 / month	DELUXE \$199 / month	PREMIUM \$249 / month
<ul style="list-style-type: none"> • Web Hosting • Daily site backups • Software & plugin updates • 30 mins. content updates* / month 	<ul style="list-style-type: none"> • Web Hosting • Daily site backups • Software & plugin updates • Website security • Performance optimization • 60 mins. content updates* / month 	<ul style="list-style-type: none"> • Web Hosting • Daily site backups • Software & plugin updates • Website security • Performance optimization • Malware cleanup • 90 mins. content updates* / month

* A page or site re-design, a new page build request, or similar requests that have to do with changing the structure of the design or layout of the site, do not fall under content updates as they are considered "major changes" and are billed at our hourly web development rate of \$150.

** If the client's content update requests go over their monthly allotted time, then the additional work will be billed at our hourly rate of \$150. Or, the client can wait until the following month for us to complete the request. TEN31 will always inform the client beforehand if they are going to go over their monthly allotted time, and will be sure to get approval before moving forward with work charged at our hourly rate.

TERMS OF SERVICE

1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for marketing services and apply to all contracts and all work undertaken by TEN31 Marketing for its clients. By doing business with TEN31 Marketing, you confirm that you (the client) agree to adhere by these terms and conditions. These terms of service are legally binding and represent an agreement between you (the client) and TEN31 Marketing LLC.

2. PROPOSALS AND AGREEMENTS

Marketing proposals provided to prospects will be honored for 45 days. A new proposal will then be provided upon request. Agreements that have been written, but not signed by the client will only be accepted within 45 days of the delivery date. A new agreement may be drawn up upon request.

3. PAYMENTS

TEN31 Marketing accepts payments via check and all major credit cards. All checks should be mailed to our business address as listed on your invoice. Your project will not be released to you or uploaded until full payment is received.

4. CHARGES AND FEES

All new web design projects under \$10,000 require full payment that will be due within 15 days of agreement signing. All new web design projects that exceed \$10,000 can be split into two-three payments. For example, an initial 50% deposit of the total project cost will be due at the time of the agreement signing. The second 50% will be due upon acceptance of the completed web design project before it is released to the client or published on the internet.

5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full cooperation and complete and final content for the work pages. During development, there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed on your side and be made available on a daily basis in order to expedite the feedback process.

6. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed.

7. SUBCONTRACTING

TEN31 Marketing reserves the right to subcontract any services that we have agreed to perform for you as we see fit.

SIGN ON THE DOTTED LINE

So we can get started, please fill out the information and sign below:

Name:

Business Name:

Date:

Signature:

Website Maintenance Plan (Optional)

Place a check mark next to which plan you'd like to go with.

Standard _____ *Deluxe* _____ *Premium* _____

By signing above, I'm agreeing to move forward with this proposal and to hire TEN31 Marketing to begin work on this website project.

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	\$1,717,152	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	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,400 \$22,200	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	\$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	\$13,373,284.90	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 – CE Solutions	\$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
 - 23-51 Parking Garage Assessment – CE Solutions
 - 23-52 New Hopewell Website – Ten31

To Be Completed by Redevelopment Commission Staff:

Approved on _____
 By Resolution _____ by a vote of _____

23-53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF SITE CONTROL LETTER FOR HOPEWELL KOHR BUILDING
LOW INCOME HOUSING TAX CREDIT APPLICATION**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site, which is set to become the new Hopewell neighborhood; and
- WHEREAS, as part of the purchase agreement, the RDC elected to keep the Kohr Administration Building and not have it included in the demolition of the main site so that it could be redeveloped (“Project”); and
- WHEREAS, Indiana Code § 36-7-14-22 outlines the statutory process that the RDC must follow in order to sell real property, including obtaining two independent appraisals, issuing a notice of offering, and only accepting offers within thirty (30) days after the opening of the written offers that match or exceed the offering price authorized by the RDC; and
- WHEREAS, the RDC approved the notice of offering for the property in Resolution 23-38 in accordance with Ind. Code chapter 36-7-14; and
- WHEREAS, the written offers for the Property were received and opened during an RDC meeting on May 23, 2023, at 12:00 p.m.; and
- WHEREAS, the RDC received a proposal from Brinshore to redevelop the Kohr Building into affordable housing in partnership with the Bloomington Housing Authority’s Summit Hill Community Development Corporation and Centerstone; and
- WHEREAS, staff are negotiating with Brinshore and its partners for potential sale of Kohr property in Ind. Code chapter 36-7-14; and
- WHEREAS, under the submitted proposed, the RDC would convey the real estate to the Summit Hill Community Development Corporation to act as a land bank, and the property’s limited partnership would own and operate the improvements and completed affordable housing complex; and
- WHEREAS, Brinshore and its partners are submitting an application for a Low Income Housing Tax Credit (LIHTC) award to redevelop the Kohr Building; and
- WHEREAS, as part of the application, Brinshore requires a letter that states the RDC’s willingness to transfer site control to Brinshore and its partners contingent upon the LIHTC award; and

WHEREAS, staff is in support of the project and recommends that the RDC approve the site control letter 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 reaffirms its support of the Project and reiterates that it serves the public's best interests.
2. The RDC hereby approves the site control letter attached to this Resolution as Exhibit A, and authorizes Mayor John Hamilton to sign on its behalf.
3. The RDC requests that staff continue negotiating a final conveyance agreement with Brinshore contingent upon the LIHTC award for the commission's consideration and approval.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

[City of Bloomington Letterhead]

July 14, 2023

Mr. Jacob Sipe
Indiana Housing and Community Development Authority
300 S. Meridian, Suite 1000
Indianapolis, IN 46204

RE: House of Kohr Site Control

Dear Mr. Sipe:

I am writing to express the support of the City of Bloomington, Indiana, and the Bloomington Redevelopment Commission (collectively the “City”) of the House of Kohr (the “Project”), which is applying for 9% Low Income Housing Tax Credits through IHCD. The Kohr building and land are currently owned by Indiana University Health – Bloomington (IU Health). Attached to this letter is a purchase agreement between IU Health and the City of Bloomington Redevelopment Commission, stipulating that the City is buying the entire former hospital campus, including the land and Kohr Building. In accordance with the terms of this agreement, the property will be transferred to the Redevelopment Commission by the end of calendar year 2023.

At closing of the construction financing for the Project, the City through its Redevelopment Commission intends to transfer the land to a land bank, the Summit Hill Community Development Corporation (“SHCDC”), and the improvements (“Kohr Building”) to Kohr BHA, LP (the “Owner”). The SHCDC will retain ownership of the land, and will enter into a 99-year ground lease with the Owner. The acquisition by the Owner of the Kohr Building will generate an acquisition credit for the purpose of determining tax credit basis in an amount in accordance with the appraised value of the improvements. The terms of the Seller’s Note will be determined in a negotiated agreement subsequent to this letter’s approval by the City of Bloomington Redevelopment Commission on July 3, 2023.

This commitment to transfer the land and improvements is valid through December 31, 2025.

Please contact me with any questions you may have regarding this transaction, and we are appreciative of your consideration of this project.

Sincerely,

John Hamilton
Mayor

23-54
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AGREEMENT WITH WEDDLE BROTHERS CONSTRUCTION TO SERVE AS
CONSTRUCTION MANAGER FOR PUBLIC SAFETY PROJECTS**

- 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 (“Projects”); 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 among the Projects; 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, the RDC approved a design agreement with Axis Architecture in Resolution 23-46; and
- WHEREAS, as part of the redevelopment of the Property and completion of the Projects, the City requires construction management services (“Services”); and
- WHEREAS, the City published a request for qualifications from potential firms to serve as construction manager, and chose Weddle Bros. Building Group, LLC (“Weddle Bros.”) as the best respondent; and
- WHEREAS, City Staff have negotiated an agreement with Weddle Bros. to provide the Services for an amount not to exceed \$2,054,990.00 (“Agreement”) and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”) that was approved by the Common Council in Appropriation Ordinance 23-01, 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; and

WHEREAS, there are sufficient bond funds and Consolidated TIF funds to pay for the Services;

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 Projects 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 \$2,054,990.00. 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, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
WEDDLE BROS. BUILDING GROUP, LLC**

This Agreement, entered into on this ____ day of _____, 2023, by and between the City of Bloomington Redevelopment Commission (hereinafter referred to as “Commission”), and Weddle Bros. Building Group, LLC (hereinafter referred to as “Consultant”), WITNESSETH THAT:

WHEREAS, the Commission recently purchased the portion of the Showers Bros. Furniture Company building located at 320 W. 8th Street and adjacent to City Hall (“Showers West”), Parcel No. 53-05-33-309-003.000-005 and with the legal description is 013-69780-03 SHOWERS OFFICE & RESEARCH CENTER; LOT 3, for the purpose of relocating the Bloomington Police Department (BPD) and Bloomington Fire Department (BFD) administration offices into a unified Public Safety component as part of City Hall; and

WHEREAS, the Showers West purchase is intended to provide new and much-improved facilities to employees of BFD and BPD, important opportunities to collaborate among the various public safety components, enhanced collaboration with other City Hall departments, opportunities for future expansion, and greater ease for the public when engaging with public safety-related questions or issues; and

WHEREAS, in furtherance of these objectives, the Commission has contracted with STUDIOAxis for design and architectural services necessary to renovate Showers West; and

WHEREAS, the City of Bloomington (“City”) wishes to perform substantial additional public safety facilities improvements, specifically to rebuild Fire Station #1 located at East 4th Street, remodel Fire Station #3 located at Woodlawn Avenue, and construct a new Fire Department training/logistics center and storage facility at 300 W Gordon Pike, Bloomington, In 47403-4523; and

WHEREAS, in furtherance of these objectives, the Commission has contracted with MartinRiley for design and architectural services necessary to complete the work on Fire Station ##1 and 3 and the Fire training/logistics and storage center; and

WHEREAS, it is in the best interest of the City and the Commission to have coordinated construction management of all of the above public safety construction projects (the “Services”); and

WHEREAS, Weddle Bros. Building Group, LLC is qualified, willing, and able to provide the necessary Services for the Commission pursuant to the terms of this Agreement.

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 Commission with the Services outlined below. In addition, Consultant shall provide the Commission with the Services described in Consultant’s proposal dated May 22, 2023, which is attached hereto and incorporated herein, and such proposal shall govern in the event of a conflict between its terms and a service description in this Article:

1. Pre-Construction Services – Consultant will provide the Commission’s designated project manager, Mary Catherine Carmichael, with an initial estimate of the construction costs of all public safety construction projects to establish budgets and guide decision-making. This initial estimate will include a preliminary schedule to establish milestones for deliverables from all involved parties. This will include Life-Cycle studies, Value Engineering, and Constructability reviews. This will also include meetings with the City and existing contractors and consultants, including STUDIOAxis and MartinRiley, regularly throughout the Pre-Construction process.
2. Bid Packages and Bidding Procedures – Consultant will help the City construct Bid Packages that would be most economical and advantageous to the City. Consultant will provide oversight to the bidding process, including conducting pre-bid meetings, receiving and responding to requests for information, issuing necessary addenda and clarifications, receiving the bids, conducting scope review meetings with the apparent low bidders, and making recommendations of award to the City. All bidding procedures shall be in accordance with the relevant state laws governing the City and the Redevelopment Commission.
3. Contracts Administration – All contracts shall be between the City and the individual prime contractors. Consultant will prepare the contracts¹, review and track RFA and ASI requests and responses, obtain and track all required submittals, monitor change order requests and approvals, collect and review all pay applications and obtain close-out documents.
4. Schedule – With input from all parties, including the selected prime contractors, Consultant will build a project schedule. This will include maintaining and updating the master schedule as the projects progress. Consultant will also collect Short Interval Schedules that cover the next two-to-three weeks from each individual prime contractor. Weddle will coordinate all work at the public safety project sites for maximum efficiency.
5. Safety – Consultant will require a project specific Safety Plan from each prime contractor. This information will be used to create plans that monitor and establish a safe working environment for all the workers, City Staff, and the public. Consultant’s superintendent will be trained in IOSHA standards and be involved at an oversight level to make sure the projects are in compliance with IOSHA standards.
6. Quality Control – Consultant will use their quality control program (the “Weddle QC Plan”) to complement and maintain the quality of the projects’ scope of work. The Weddle QC Plan encourages involvement for all parties, including the design team. Pre-Installation meetings are utilized to create the best result at the beginning of each phase of the work. Mock-ups are used

¹ All contracts shall still be reviewed by City Staff and the relevant boards and commissions prior to their execution.

to establish levels of quality and acceptance for the different work activities. Inspection results are published and made available, along with any Corrective Action lists that have been generated. After Corrective Action has been taken, follow-up inspections are done to validate that proper quality has been achieved. All steps in the Weddle QC Plan shall be documented by Consultant's on-site staff.

7. Cost Control – Consultant will track project costs on a continuous basis. This includes tracking of all budgets, payments, allowance credit and charges, change orders, and contingency expenditures. This information will be made available to the City at all times.

8. Warranty and Closeout – Consultant will keep a log to ensure that all project warranties, bonds, guarantees, record drawings, and all other required close-out are tracked and submitted prior to final payments being released to the prime contractors. Weddle will also conduct 6 and 10 month warranty inspections to assist the City and Commission in asking for warranty items to be corrected in a timely manner.

Consultant shall document all savings it has realized for the City and the Commission in conducting the Services set forth in this Article.

The Pre-Construction Services shall be led by Josh Naugle, Director of Pre-Construction Services. The Contracts Administration Services shall be led by Kelly Abel, Vice President. A Project Director (who will devote approximately 70% of their time to the projects and have their office off site), a Superintendent (who will devote 100% of their time and be on-site), and a Project Engineer (who will devote 100% of their time on-site) will be assigned during the Contracts Administration phase of the project.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Commission as may be requested and desirable, including primary coordination with Mary Catherine Carmichael as the Commission's Project Manager and designee for this aspect of the project. Consultant agrees that any information or documents supplied by the Commission pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

It is estimated that the Consultant shall complete all work required under this Agreement (except the 10-month warranty inspection) within twenty-one (21) months from execution of this agreement. The 10 month warranty inspection shall be completed 10 months after completion of the construction.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Commission shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Commission shall not unreasonably withhold its approval as to the adequacy of such performance. Upon notice

to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those Services not meeting such a standard.

Article 3. Responsibilities of the Commission: The Commission shall provide all necessary information regarding requirements for the Services. The Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Commission shall designate Mary Catherine Carmichael to act on its behalf with respect to this Agreement.

Article 4. Compensation: The Commission shall pay Consultant per Exhibit C - Compensation. Total compensation shall not exceed \$2,054,990 without prior written approval of the City. Consultant shall submit monthly invoices to the Commission. The invoices shall be sent to:

Jeffrey Underwood, Controller
City of Bloomington
401 N. Morton Street
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to the Consultant within forty-five (45) days of receipt of invoice.

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

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

Article 6. 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 non performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Commission may terminate or suspend performance of this Agreement at the Commission's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Commission and the Commission shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant 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 the Consultant in connection with this Agreement shall become the property of the Commission, as set forth in Article 8 herein.

Article 7. Identity of the Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Commission to perform the duties described in this Agreement is the qualification and experience of Consultant. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Commission's designee. The Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 8. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Commission as part of the Services shall become the property of the Commission. Consultant shall retain all intellectual property rights in its design, drawing details, specifications, data bases, computer software and other proprietary property developed, utilized or modified in the performance of the Services, and shall grant the Commissioner an irrevocable, fully paid up, worldwide license to copy, share and use such materials as needed in connection with the ownership, renovation, and maintenance of Showers West and the Fire Department facilities comprising the public safety projects.

Article 9. 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 Commission. 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 10. Indemnification: Consultant shall indemnify and hold harmless the City of Bloomington, the Commission, and the officers, agents and employees of the City and the Commission from any and all claims, demands, damages, costs, expenses or other liability arising out the performance of Services under this Agreement.

Article 11. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Commercial General Liability, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$500,000 for each occurrence and \$500,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Commission, and the officers, employees and agents of each shall be named as insured under the Commercial 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 affected by the City will be called upon to contribute to a loss hereunder.

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

Article 12. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 13. 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 14. 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 15. Assignment: Neither the Commission nor Consultant may not assign any rights or duties under this Agreement without the prior written consent of the other. However, Consultant may assign its rights to payment without the Commission's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 16. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

Article 17. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any dispute arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 18. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 19. 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.

Article 20. 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 A, 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 Commission obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the Commission 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 Commission determines that terminating the contract would be detrimental to the public interest or public property, in which case the Commission may allow the contract to remain in effect until the Commission procures a new Consultant. If the Commission 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 Commission.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Commission:

Mary Catherine Carmichael
City of Bloomington
401 N. Morton, Suite 150
Bloomington, IN 47404

Consultant:

Kelly Abel
Weddle Bros. Building Group, LLC
2182 W. Industrial Park
Bloomington, IN 47402

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

Article 22. Intent to be Bound: The Commission and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Commission 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 24. 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 B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Hutton, Secretary

Date

WEDDLE BROS. BUILDING GROUP, LLC

Kelly Abel, Vice President of Pre-Construction Services

Date: _____

EXHIBIT A

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 _____, 20____.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

WEDDLE BROS. BUILDING GROUP, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires on:

Exhibit C - Compensation

Pricing

Preconstruction \$45,000 Lump Sum

Fee 2.10% on the Cost of Construction estimated to \$530,250 based on a total of \$25,250,000.

Technology Reimbursables \$25,000 Lump Sum

Staffing Reimbursables:

- Project Manager \$135 per hour
- Senior Superintendent \$130 per hour
- Site Superintendent \$100 per hour
- Project Engineer \$ 77.50 per hour

Hour assumption for comparative review:

Project Manager 2,044 hours at \$135 = \$275,940

Senior Superintendent 2,920 hours at \$130 = \$379,600

Site Superintendents 5,720 hours at \$100 = \$572,900

Project Engineer 2,920 hours at \$77.50= \$226,300

Total Estimated Staffing Cost \$1,454,740

These estimates are based on 4 months preconstruction and 17 months construction. Actual hours will be billed.

Total cost not to exceed of \$2,054,990 without prior written approval of the City.

23-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PAYMENT TO ADD INSURANCE
COVERAGE FOR SHOWERS WEST

- WHEREAS, the Bloomington Redevelopment Commission (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 (“Project”); 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, it is necessary to add the Property to the City’s list of its insured properties with our insurer EPIC Insurance; and
- WHEREAS, the cost of the change endorsement to add the garage is Twelve Thousand Eight Hundred and Three Dollars (\$12,803.00), as shown by the invoice attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the RDC’s general services fund, also known as the 444-account, to pay for the fee to add the garage to the City’s insurance coverage; and

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

1. The Redevelopment Commission reaffirms its support for the Project and reiterates that it serves the public’s best interest.
2. The RDC reaffirms that the Project has a valid public purpose.
3. The RDC hereby approves payment of the invoice attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed Twelve Thousand Eight Hundred and Three Dollars (\$12,803.00) to add insurance coverage for Showers West, pursuant to the terms of the City’s policy.
4. The Payment authorized above may be made from the RDC’s general services fund (Account 444-15-150000-53990). 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 prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date



Payment Remittance Address:
P.O. Box 2445, Indianapolis, IN 46206-2445

Wire & ACH: Old National Bank
ABA # 086300012 | Account # 103370132

----- INVOICE -----

City of Bloomington
401 North Morton Street, Suite 220
Bloomington, IN 47404

Invoice Date 06/02/23
Invoice No. 382645
Bill-To Code CITYBLO1
Client Code CITYBLO1
Inv Order No. 202*481630

Named Insured: City of Bloomington, Indiana

Amount Remitted:\$

Please return this portion with your payment.

Make checks payable to: EPIC Insurance Midwest

Effective Date	Policy Period	Coverage Description	Transaction Amount
01/01/23	01/01/23 to 01/01/24	Affiliated FM Insurance Co. Policy No. 1111014 *New - CL Property Adding 320 W 8th St., Bloomington, IN 47404 Invoice Number: 382645 Amount Due:	12,803.00 12,803.00

***Premiums Due and Payable on Effective Date**

23-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**APPROVAL OF AMENDMENT OF AGREEMENT FOR SECURITY PATROLS AT
HOPEWELL PROPERTIES**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, the RDC approved an agreement with Marshall Security LLC dba Marshall Security and Private Investigations (“Marshall”) in Resolution 22-45 to provide the security patrols for the RDC-owned property in Hopewell (“Services”); and
- WHEREAS, the Agreement approved with Marshall is set to expire on July 6, 2023; and
- WHEREAS, City staff believe it is in the best interest of the project to extend this agreement until September 1, 2023; and
- WHEREAS, the increase in duration will require additional payment for the security services in an amount not to exceed \$20,000.00, which would bring the total amount for the contract to \$127,198.95; and
- WHEREAS, an addendum to the Agreement 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 Amendment to the Agreement and authorizes the City of Bloomington to expend an amount not to exceed an additional Twenty Thousand Dollars (\$20,000.00) and total amount not to exceed One Hundred Twenty-Seven Thousand One Hundred Ninety-Eight Dollars and Ninety-Five Cents (\$127,198.95) to pay for the Services, to be payable in accordance with the terms of the amended Agreement (“Payment”).
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name, Title

ATTEST:

Signature

Printed Name, Title

Date

AMENDMENT TO AGREEMENT FOR HOPEWELL SECURITY

This amendment by and between the City of Bloomington Redevelopment Commission (“Commission”) and Marshall Security LLC d.b.a. Marshall Security and Private Investigations (“Marshall”) amends the parties’ Agreement entered into on July 5, 2022, as follows:

1. Section 26 of the Agreement provided for modification by mutual written and signed agreement between the authorized representatives of the parties.
2. Section 1 Scope of Services. Section 1 shall be amended to extend the term of the agreement until September 1, 2023.
3. Section 4 Compensation. Section 4 of the agreement shall be modified in relevant part to add an additional \$20,000 for the extended services, for a total amount not to exceed \$127,198.95, as follows:

The Commission shall pay Contractor for all fees and expenses in an amount not to exceed one hundred twenty-seven thousand one hundred ninety-eight dollars and ninety-five cents (\$127,198.95).

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

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below;

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

MARSHALL SECURITY LLC

Signature

Signature

Printed Name, Title

Printed Name, Title

Date

Date

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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	\$1,717,152	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	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,400 \$22,200	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	\$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	\$13,373,284.90	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 \$127,198.95	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 – CE Solutions	\$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
 - 23-51 Parking Garage Assessment – CE Solutions
 - 23-52 New Hopewell Website – Ten31
 - 23-56 Amendment to Agreement for Security Patrols**

To Be Completed by Redevelopment Commission Staff:

Approved on _____
 By Resolution _____ by a vote of _____