

AGENDA
REDEVELOPMENT COMMISSION
June 3, 2024 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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

Zoom Link

<https://bloomington.zoom.us/j/89284542780?pwd=O9QOxpjGy9ervdgcv4tdggRn8QGxYm.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES –May 20, 2024**
- III. EXAMINATION OF CLAIM REGISTERS – June 7, 2024 for \$32,797.77**
- IV. EXAMINATION OF PAYROLL REGISTERS May 31, 2024 for \$38,335.13**
- 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 24-43: Agreement for Solar Design Services with MPI Solar LLC for the Forge (a.k.a. Trades District Tech Center)
 - B. Resolution 24-44: Approval of Addendum to Agreement with AECOM Technical Services, Inc., for the B-Line Trail and Multiuse Path Project
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

met on Monday, May 20, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deb Hutton presiding:

<https://catstv.net/m.php?q=13530>

I. ROLL CALL

Commissioners Present: Deb Hutton, Sue Sgambelluri, John West, and Deborah Myerson attended in person. Randy Cassady and Sam Fleener, MCCSC representative, attended via Zoom.

Commissioners Absent: None

City Staff Present: Kerry Thomson, Mayor; Larry Allen, City Attorney; Anna Killion-Hanson, Director, HAND; Christina Finley, Financial Specialist, HAND; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Cheryl Gilliland, Deputy Controller

Others Present: Deb Kunce, J.S. Held; Sam Dove; Lucas Gonzalez, Indiana Public Media; Clark Greiner, BEDC; John Fernandez, Senior Vice President, The Mill; Dave Askins, B-Square Bulletin; Geoff McKinn; Charles Whittaker; Jon-Paul Herron, ESnet

II. READING OF THE MINUTES – Sue Sgambelluri moved to approve the May 6, 2024 minutes via roll-call vote. John West seconded the motion. Randy Cassady and Deborah Myerson abstained. The motion passed - 3 yes, 0 no, and 2 abstentions.

III. EXAMINATION OF CLAIM REGISTERS – Deborah Myerson moved to approve the claim register for May 24, 2024, for \$437,803.70 via roll-call vote. John West seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – John West moved to approve the payroll register for May 17, 2024, for \$38,310.13 via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. Anna Hanson was available to answer questions.

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

C. Treasurer’s Report: Cheryl Gilliland was available to answer questions.

D. Business Development Updates: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Deb Kunce gave a brief update on current Hopewell activities and answered questions from the commissioners.

VI. NEW BUSINESS

A. Resolution 24-39: Approval of Lease for Trades District Garage Commercial/Office Space. John Fernandez gave a brief presentation on the Trades District Garage Commercial space lease proposal. He outlined the lease terms with Regents of the University of California – Lawrence Berkeley National Laboratory (LBNL). LBNL manages Energy Sciences Network (ESnet), which will use the space for its offices. Jon-Paul Herron of ESnet gave a summary of the company. The presentation slides are attached to the minutes.

City staff, John Fernandez, and Herron answered questions from the commissioners.

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

John West moved to approve Resolution 24-39 via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- B. Resolution 24-40: Approval of Letter of Intent for Redevelopment Commission Property located within the Trades District.** The RDC authorized an updated notice of offering for the Trades District parcels in Resolution 23-47. The RDC also approved an agreement with Dimension Mill, Inc. (DMI) to have John Fernandez act as its agent in marketing and obtaining offers for the Trades District parcels. DMI, on behalf of the RDC, received potential letters of intent for Tracts 3 and 4. Fernandez stated that DMI recommends that the RDC approve the non-binding letter of intent from Alluinn IU and Pure Development (Alluinn IU Trades District Hotel LLC).

Mayor Thomson stated she is excited about the project and believes it brings a unique anchor to the Trades District.

City staff and John Fernandez answered questions from the commissioners. Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 23-40 via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

- C. Resolution 24-41: Addendum to Agreement with VET Environmental Engineering for Environmental Services at Hopewell.** The RDC approved an agreement with VET Environmental to consult and provide environmental services for Hopewell, in Resolution 23-89. While conducting a federally-required evaluation of the site, City staff and VET determined that additional investigation and testing is required before the RDC and HAND can invest any federal money into the project from Housing and Urban Development (HUD). Anna Killion-Hanson explained the additional needed services. She said staff have negotiated an addendum to the agreement with VET for an amount not to exceed \$38,817.38 for additional services.

John West pointed out a typo in the resolution. The word “grant” should be replaced with “grand”, in number 3 under Now, therefore, be it resolved.

City staff and Deb Kunce answered questions from the commissioners. Deb Kunce asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 24-41, as amended via roll-call vote. John West seconded the motion. The motion passed unanimously.

- D. Resolution 24-42: Approval of Contract with Ann-Kriss LLC to Secure 714 S Rogers Street.** In Resolution 24-32, the RDC approved an agreement with Ann-Kriss LLC to clean up and secure potential points of entry on 714 S Rogers Street in the Hopewell development. The building has had intruders who entered from the second story of the property. Staff believes it is in the best interest of the project to add additional services to the agreement with Ann-Kriss to secure the second-floor windows and doors on the property and remove two exterior exhaust pipes, which were used to gain access to the upper level. Ann-Kriss is willing to perform the additional services at the property for an amount not to exceed \$3,789. The total amount for the agreement with the addendum shall not exceed \$12,379.

City Staff answered questions from the commissioners.

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

John West moved to approve Resolution 24-42 via roll-call vote. Sue Sgambelluri seconded the motion. The motion passed unanimously.

E. BUSINESS/GENERAL DISCUSSION

XI. ADJOURNMENT – The meeting adjourned at 7:00 p.m.

Deborah Hutton, President

Sue Sgambelluri, Secretary

Date: _____

TRADES DISTRICT

BLOOMINGTON'S HOME FOR **INNOVATION.**

Bloomington Redevelopment Commission

May 20, 2024

Trades District Garage

Commercial space lease proposal

- Bloomington Redevelopment Commission approved the ~ \$11m Trades District garage project in October 2018
- Garage plans included approximately 6000 square feet of commercial / office space
- Trades District Garage opened April 2021
- City engaged Colliers in 2018 to market the Trades District and amended brokerage agreement in 2019 to include the commercial space in the garage.

Commercial lease proposal

Market context

- **Market recovery:** The Bloomington commercial real estate market has been recovering from the pandemic's impact, though at a slower pace than the national average [NAR Commercial Real Estate Metro Market Report | 2022.Q1 Bloomington, IN - National Association of REALTORS®].
- **Sector variations:** Recovery is uneven across sectors. Industrial and retail spaces are seeing a stronger rebound than office spaces, which continue to have higher vacancy rates [NAR Commercial Real Estate Metro Market Report | 2021.Q2 Bloomington, IN - National Association of REALTORS®].
- **Tenant Market:** Given state of real estate market, tenants benefiting and landlords responding with competitive lease terms.

Commercial space condition



UC Lawrence Berkeley National Laboratory Lease Proposal

- Rented space will be 4,059 sq. ft. within the Trades District Garage
- \$19/ sq. ft. for base rent in the first year with annual increase of 2.5%, plus operating expenses
- \$55/ sq. ft. tenant improvement allowance from the RDC
- The lease will have a term of five (5) years and includes renewals for three additional terms of five years each
- The lease term will begin upon completion of tenant improvements
- Tenant to pay for tenant improvements, less tenant improvement allowance, amortized over the initial lease term

Trades District Hotel Proposal

Trades District hotel project summary

- Notice of Public Offering - July 18, 2023
- The RDC reserves the right to reject any or all offers. In determining the best offer, the RDC shall consider:
 - price and other considerations;
 - the timing of the transaction and development of the property;
 - source of debt and equity funds;
 - development resume;
 - any existing relationships with the RDC, the City, parties related to the approval process (such as the Dimension Mill, Inc.), Indiana University, Westgate/Crane and other key region innovation economy stakeholders (“Parties”);
 - the proposed development plan and future uses;
 - the scope of investigation / discussion with Parties;
 - how the offer and intended use(s) contribute to the City’s plans for the Trades District, including intended use for high technology activity; and
 - all other statutory criteria in Indiana Code § 36-7-14-22.

Proposal summaries

- The Mill received three competing proposals prior to the March 18, 2024 RDC meeting.
- Offers received from Alluinn Trades District Hotel, LLC; Pure Development, Inc., and MHG Hotels Group.
- On March 18, 2024, The Mill received updated proposal from MHG Hotels Group.
- RDC postponed making recommendation and directed The Mill to continue discussions with the competing developers.

Summary of Revised Proposals

	Alluinn IU & Pure Development Trades District Hotel	MHG Hotels
Purchase Price	\$1,200,000	\$1,350,000
Intended Structure	Alluinn will engage Pure Development ,Inc. as Developer. The developer will be solely responsible for all construction, maintenance, repairs, and operations of the project. Developer shall be responsible for the project design and shall consult with The Mill on hotel architectural plans.	MHG Hotels will act as developer. The developer will be solely responsible for all construction, maintenance, repairs, and operations of the project. MHG Hotels shall also be responsible for the project design and shall consult with The Mill on hotel architectural design.
Terms	\$50k non-refundable deposit @ execution of binding purchase agreement; balance to be paid in four equal quarterly payments beginning with the first calendar quarter ending after the 18-month anniversary of hotel opening. Purchase includes Tracts 3 & 4.	\$75,000 non-refundable deposit @ execution of binding purchase agreement; \$225,000 non-refundable deposit @ closing; balance due on 1 year anniversary date of hotel opening. Purchase includes only Tract 3.
Equity Capital	Alluinn + committed capital partners	MHG
Hotel Management	RFP for 3rd party operator	MHG self-management
Hotel Franchise	Alluinn to apply for 'soft brand' franchise i.e. Tribute by Marriott or Hotel Indigo by IHG.	MHG Hotels will self-manage a Marriott Autograph Collection or another soft brand hotel
Brokerage Fees	n/a	3% to Buyer's agent

Recommendation: Approve the Alluinn & Pure proposal and proceed with Project Agreement

“After evaluating the proposals from MHG and Alluinn/Pure, The Mill recommends that the RDC approve and execute the Alluinn/Pure LOI. Despite the lower offer price for the City’s property, the Alluinn/Pure recommendation is based upon the teams’ combined resumes, their deep relationships with local stakeholders and established track record developing successful premium hotel properties. The key factor driving this recommendation is the higher level of confidence in the Alluinn/Pure team’s capabilities of developing and operating a premium brand facility.”

Alluinn & Pure Core Team



Charles Whittaker
& Partners



Midwest Hospitality
Consultants



Pure Development



Solomon
Cordwell Buenz
(Architects)

Recent Projects

- Le Meridien, 220 Keys, full construction management and development, ground up, Pasadena/Arcadia, CA.
- Blue Chip Casino, 300 keys, full construction management and co-development. Ground up, Michigan City, IN.
- Independent boutique, 100 keys, Imperial Valley, CA.
- Sheraton - Hilton conversion, 150 keys, Dallas, TX.
- In progress: Hyatt Unbound conversion, 172 Keys, full construction management and development, Los Angeles, CA.
- In progress: 672 keys, three flags, construction management and development advisory, Columbia, SC.
- In progress: 200 keys, construction management and development advisory, San Luis Obispo, CA.
- In progress: 150 keys, construction management and development advisory, Coral Springs, FL.



Le Meridien Hotel – Pasadena, CA

Alternative Approach

The City of Carmel: Hotel Carmichael

Public / Private Partnership

- \$58M+ project
- \$15M bond by city's redevelopment commission (CRC)
- \$5M from the CRC operating budget
- \$2M from TIF
- \$8M mortgaging of CRC-owned office building
- \$25M private loans



The Hotel Carmichael in Carmel's City Center as seen on Aug. 26, 2020.

TRADES DISTRICT

BLOOMINGTON'S HOME FOR **INNOVATION.**

Bloomington Redevelopment Commission

May 20, 2024



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St 240
Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3412
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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 06-07-2024 (\$32,797.77)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 05-25-2024 to 06-07-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.



Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 05-25-2024 to 06-07-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.



Larry Allen, City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
8397 - College Square Apartments LLC	R101PattonGraves	15-Rental Deposit-3100 S Walnut Street Pike-T. Patton-Graves	Paid by Check # 78488		05/28/2024	05/28/2024	06/07/2024		06/07/2024	500.00
504 - Housing Authority Of The City of Bloomington (BHA)	R101-Stewart	15-Rent Deposit-911 N. Monroe-K. Stewart	Paid by EFT # 59254		05/28/2024	05/28/2024	06/07/2024		06/07/2024	399.00
6845 - Union at Crescent, LP	R101-Lake	15-Rent Deposit-1100 N Crescent Rd- A. Lake	Paid by EFT # 59361		05/28/2024	05/28/2024	06/07/2024		06/07/2024	300.00
							Account 53960 - Grants Totals	Invoice Transactions 3		<u>\$1,199.00</u>
							Program 150500 - Housing Totals	Invoice Transactions 3		<u>\$1,199.00</u>
Program 151000 - Neighborhood										
Account 53960 - Grants										
60 - Monroe County Solid Waste Management District	11-2024	15-Neighborhood Clean Up-Grandview Hills	Paid by Check # 78497		05/28/2024	05/28/2024	06/07/2024		06/07/2024	84.00
							Account 53960 - Grants Totals	Invoice Transactions 1		<u>\$84.00</u>
							Program 151000 - Neighborhood Totals	Invoice Transactions 1		<u>\$84.00</u>
Program 151600 - Title 16										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006389020	15-Public Notices-Historic Preservation/BHQA Hearings	Paid by EFT # 59241		05/28/2024	05/28/2024	06/07/2024		06/07/2024	53.50
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$53.50</u>
Account 53990 - Other Services and Charges										
1235 - Monroe County Apartment Association	3616	15-May 2024 Luncheon for Hewett	Paid by Check # 78494		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.00
1235 - Monroe County Apartment Association	3617	15-May 2024 Luncheon for Killion-Hanson	Paid by Check # 78494		05/28/2024	05/28/2024	06/07/2024		06/07/2024	30.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$60.00</u>
							Program 151600 - Title 16 Totals	Invoice Transactions 3		<u>\$113.50</u>
Program 152000 - Historic Preservation										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006389020	15-Public Notices-Historic Preservation/BHQA Hearings	Paid by EFT # 59241		05/28/2024	05/28/2024	06/07/2024		06/07/2024	74.00
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$74.00</u>
							Program 152000 - Historic Preservation Totals	Invoice Transactions 1		<u>\$74.00</u>
							Department 15 - HAND Totals	Invoice Transactions 8		<u>\$1,470.50</u>
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 8		<u>\$1,470.50</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 153 - LIT – Economic Development											
Department 15 - HAND											
Program 150000 - Main											
Account 53160 - Instruction											
748 - National Community Development Association	FY24-1724AC	15-Registration-Annual Conference-LaFontaine	Paid by EFT # 59297		05/28/2024	05/28/2024	06/07/2024		06/07/2024	725.00	
748 - National Community Development Association	FY24-1722AC	15-Registration-Annual Conference-Killon-Hanson	Paid by EFT # 59297		05/28/2024	05/28/2024	06/07/2024		06/07/2024	725.00	
									Account 53160 - Instruction Totals	Invoice Transactions 2	\$1,450.00
Account 53990 - Other Services and Charges											
9216 - Williams Creek Management Corporation	24108	15-Evergreen Villiage Lots Maint-Native Seeding/1 of 4	Paid by EFT # 59376		05/28/2024	05/28/2024	06/07/2024		06/07/2024	2,120.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$2,120.00
									Program 150000 - Main Totals	Invoice Transactions 3	\$3,570.00
									Department 15 - HAND Totals	Invoice Transactions 3	\$3,570.00
									Fund 153 - LIT – Economic Development Totals	Invoice Transactions 3	\$3,570.00
Fund 439 - Consolidated TIF											
Department 15 - HAND											
Program 159001 - Adams Crossing Area											
Account 53990 - Other Services and Charges											
19362 - CrossRoad Engineers, PC	240625	15-Hopewell West - Jackson Street 03/30/24-04/26/24	Paid by EFT # 59219		05/28/2024	05/28/2024	06/07/2024		06/07/2024	13,468.25	
5409 - VS Engineering, INC	442128	15-Design-1st Street Reconstruction Proj-serv thru 03/31/24	Paid by EFT # 59366		05/28/2024	05/28/2024	06/07/2024		06/07/2024	12,477.72	
9084 - The Green Engineer, INC	12486	04-LEED Project Management for Hopewell-thru 05/11/24	Paid by EFT # 59350		05/28/2024	05/28/2024	06/07/2024		06/07/2024	945.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 3	\$26,890.97
									Program 159001 - Adams Crossing Area Totals	Invoice Transactions 3	\$26,890.97
									Department 15 - HAND Totals	Invoice Transactions 3	\$26,890.97
									Fund 439 - Consolidated TIF Totals	Invoice Transactions 3	\$26,890.97
Fund 444 - RDC											
Department 15 - HAND											
Program 150000 - Main											
Account 53990 - Other Services and Charges											
7402 - Nature's Way, INC	64663	15-Monthly Interior Maintenance Billing-Showers West-5/1/24	Paid by EFT # 59298		05/28/2024	05/28/2024	06/07/2024		06/07/2024	276.85	



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/25/24 - 06/07/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205760680524	15-Trades District Outdoor Lighting-elec chgs 04/16/24-05/15/24	Paid by Check # 78471		05/29/2024	05/29/2024	05/29/2024		05/29/2024	29.66
2260 - Republic Services, INC	0694-003389089	15- 627 N Morton St- trash services 06/01/24-06/30/24	Paid by EFT # 59167		05/29/2024	05/29/2024	05/29/2024		05/29/2024	174.79
12283 - Smithville Communications	401NMRTN-060124	25 - Smithville - Internet June 2024- includes BFD	Paid by Check # 78485		05/29/2024	05/29/2024	05/29/2024		05/29/2024	385.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$866.30</u>
							Program 150000 - Main Totals		Invoice Transactions 4	<u>\$866.30</u>
							Department 15 - HAND Totals		Invoice Transactions 4	<u>\$866.30</u>
							Fund 444 - RDC Totals		Invoice Transactions 4	<u>\$866.30</u>
							Grand Totals		Invoice Transactions 18	<u>\$32,797.77</u>

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/07/24	Claims				\$32,797.77
					<u>\$32,797.77</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$32,797.77

Dated this 30th day of May year of 2024.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office Cheryl Gilliland



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

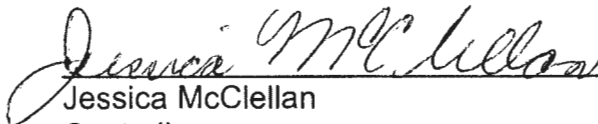
CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: May 31, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 05/13/2024 to 05/26/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/31/24 - 05/31/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	05/31/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	05/31/2024	1,705.69		.00	128.81	95.72	22.38	48.63	30.64	191.83	1,187.68
			.00	.00	1,543.96	1,543.96	1,543.96	1,543.96	1,543.96		
		\$1,705.69	\$0.00	\$0.00	\$128.81	\$95.72	\$22.38	\$48.63	\$30.64	\$191.83	\$1,187.68
10000 Collins, Barry 0111	05/31/2024	1,250.00		.00	192.31	77.50	18.13	40.38	21.88	.00	899.80
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$192.31	\$77.50	\$18.13	\$40.38	\$21.88	\$0.00	\$899.80
2771 Council, David R	05/31/2024	1,742.79		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.79
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.79
3232 Davis, Rebecca D	05/31/2024	1,857.69		.00	174.17	111.14	26.00	56.74	35.75	106.35	1,347.54
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$26.00	\$56.74	\$35.75	\$106.35	\$1,347.54
10000 Finley, Christina L 0187	05/31/2024	2,322.11		.00	269.06	144.38	33.76	73.65	47.18	33.78	1,720.30
			.00	.00	2,318.61	2,328.61	2,328.61	2,318.61	2,318.61		
		\$2,322.11	\$0.00	\$0.00	\$269.06	\$144.38	\$33.76	\$73.65	\$47.18	\$33.78	\$1,720.30
2393 Hayes, Chastina J	05/31/2024	1,899.69		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
3496 Hershman, Felicia J	05/31/2024	1,730.77		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,292.99
10000 Hewett, John H 0251	05/31/2024	2,311.87		.00	197.45	130.25	30.45	63.00	39.69	454.02	1,397.01
			.00	.00	1,950.57	2,100.57	2,100.57	1,950.57	1,950.57		
		\$2,311.87	\$0.00	\$0.00	\$197.45	\$130.25	\$30.45	\$63.00	\$39.69	\$454.02	\$1,397.01
			\$0.00	\$0.00	\$1,950.57	\$2,100.57	\$2,100.57	\$1,950.57	\$1,950.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/31/24 - 05/31/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	05/31/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	05/31/2024	4,507.16		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
		\$4,507.16	\$0.00	\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	05/31/2024	1,896.31		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31	\$0.00	\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
1378 Sandweiss, Noah S	05/31/2024	2,307.69		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
10000 Stong, Mary J 0471	05/31/2024	2,019.81		.00	180.01	113.48	26.54	58.31	36.74	350.24	1,254.49
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.48	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	05/31/2024	2,210.11		.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.47
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11	\$0.00	\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
2477 Toothman, Cody B	05/31/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
2305 Van Rooy, Angela L	05/31/2024	2,082.98		.00	113.03	129.13	30.20	60.82	38.32	224.25	1,487.23
			.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98	\$0.00	\$0.00	\$113.03	\$129.13	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.23
728 Wright, Edward E	05/31/2024	1,701.00		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.39
			.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
		\$1,701.00	\$0.00	\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
HAND - Housing & Neighborhood Dev		\$38,335.13	\$0.00	\$0.00	\$3,141.31	\$2,268.62	\$530.57	\$1,130.85	\$698.14	\$3,698.87	\$26,866.77
			\$0.00	\$0.00	\$35,279.48	\$36,590.48	\$36,590.48	\$35,279.48	\$35,279.48		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/31/24 - 05/31/24

Detail Listing

Grand Totals	\$38,335.13	\$0.00	\$3,141.31	\$2,268.62	\$530.57	\$1,130.85	\$698.14	\$3,698.87	\$26,866.77
	\$0.00	\$0.00	\$35,279.48	\$36,590.48	\$36,590.48	\$35,279.48	\$35,279.48		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/31/2024	Payroll				38,335.13
					<u>38,335.13</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 38,335.13**

Dated this _____ **day of** _____ **year of 20**_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____

24-43
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AGREEMENT FOR SOLAR DESIGN SERVICES WITH MPI SOLAR LLC FOR THE FORGE
(a.k.a. TRADES DISTRICT TECH CENTER)

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center, “The Forge” in the Trades District (“Project”); and
- WHEREAS, construction on the Project is underway, and requires solar design services to guide the installation of a solar array on the building; and
- WHEREAS, staff have negotiated an Agreement to add solar design and schematic services (“Services”) for The Forge with MPI Solar LLC, which is attached to this Resolution as Exhibit A; and
- WHEREAS, MPI Solar has agreed to perform the Services for an amount not to exceed \$1,900; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services.

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

1. The RDC reaffirms its approval of the Project to construct The Forge in the Trades District.
2. The RDC hereby approves the Agreement with MPI Solar LLC, which is attached to this Resolution as Exhibit A, for an amount not to exceed \$1,900.00 to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller’s office pursuant to the RDC and City of Bloomington’s normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2024, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Controller Jessica McClellan; Corporation Counsel Margie Rice
FROM: Jane Kupersmith, ESD Director
DATE: May 31, 2024
RE: Services Agreement with MPI Solar LLC for The Forge Solar Installation

Contract Recipient/Vendor Name:	MPI Solar LLC
Department Head Initials of Approval:	JK
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Jane Kupersmith
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Larry Allen
Record Destruction Date: <i>(Legal to fill in)</i>	2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	24-334
Due Date For Signature:	ASAP
Expiration Date of Contract:	December 31, 2024
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$1,900.00
Funding Source:	Consolidated TIF (Downtown)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	n/a
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes (Weddle Bros as Construction Manager)

Summary of Contract: Services agreement for solar design and installation at The Forge (Trades District Tech Center).

AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND MPI SOLAR LLC

This Agreement, entered into on this _____ day of June, 2024, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”), and MPI Solar LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform services as detailed in Exhibit A, “Scope of Work.”

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Lauren Clemens, Assistant Director of Sustainability. Contractor agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as necessary for the orderly progress of the work, and Contractor 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 Contractor for all fees and expenses in an amount not to exceed One Thousand Nine Hundred Dollars (\$1,900.00). Contractor shall submit invoices to the City monthly throughout completion of the Services described in Article 1. **Invoices shall be sent via email to esd@bloomington.in.gov or via first class mail postage prepaid to Economic and Sustainable Development City, 401 N. Morton Street, Suite 150, Bloomington, IN 47404.** Payment will be remitted to the Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

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 Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the City. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, 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 documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the City. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor 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, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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. Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 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 Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: City of Bloomington, Attn: Larry Allen, 401 N. Morton St., Suite 220, Bloomington, Indiana 47404.

Contractor: MPI Solar LLC, Attn: David Mann, 1750 W. 17th St., Bloomington, Indiana 47404.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and MPI Solar/Mann Plumbing.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

MPI Solar LLC

Margie Rice, Corporation Counsel

David Mann, President & Founder

**BLOOMINGTON REDEVELOPMENT
COMMISSION**

Deborah Hutton, President

EXHIBIT A
Scope of Work

[See attached]



**Trade District Technology Center
Solar Panel Installation Additional Pricing Detail - Design
Consulting**

Scope: Design work for solar system	- \$1,500
interconnection agreement assistance (e.g. provide required system SLD, site plan , spec sheets);	- \$400
	Total - \$1,900

Pricing is valid for sixty (60) days

Prepared by
Amie McCarty
Director Sales & Marketing

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2024.

MPI SOLAR LLC

By: _____
Signature

Printed Name, Title

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 _____, 2024.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

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.

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jane Kupersmith, Chaz Mottinger, John Fernandez (Dimension Mill, Inc.)

Project Description:

Background: The Trades District Technology Center (“**The Forge**”) is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC was the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Forge will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Forge will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region’s economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: The Forge will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors

- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **April 2025**

Financial Information:

Estimated full cost of project:	\$12,768,948.00
Sources of funds:	Consolidated TIF - \$5,898,917 (Orig. \$2,101,360 + \$3,797,557 Gap Funding)
	CRED/General Fund - \$3,061,391
	CTP Fund - \$400,000
	EDA Grant - \$3,500,000
	CBU Green Infrastructure - \$310,000

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	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design</u>		2021-2025
4a	Design Services With First Amendment	\$504,443	2022-2025
4b	Solar Design – MPI Solar	\$1,900	2024
5	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6	Construction	\$10,601,942	2023-2025
7	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
8	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 20-45 Project Review and Approval (August 3, 2020)
 20-54 Approval of Third Addendum for Project Manager
 20-60 Agreement with NEPA Consultant

- 20-61 Agreement with Axis Architecture for Design Services
- 21-05 Amendment with Axis for Design Services
- 21-06 Amendment with NEPA Consultant Little River
- 22-06 Amended Project Review and Approval Form
- 22-15 Agreement with Axis Architecture for Phase II Design
- 22-96 Amendment to Agreement with Axis Architecture
- 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
- 23-41 Amendment to Partnership Agreement with DMI and Approval of Funding for Construction Manager as Advisor and LEED Commissioning Agent
- 23-63 Approval of MOU with CBU for Green Roof Infrastructure
- 23-72 Approval of Amended Project Review Form
- 23-74 Approval of Contracts for Bid Packages #1
- 23-75 Approval of Contracts for Bid Packages #2 and #4
- 23-93 Approval of Contracts for Bid Package #7
- 23-94 Approval of Contracts for Bid Package #8
- 23-95 Approval of Contracts for Bid Package #9
- 24-31 Approval of Model Lease
- 24-43 Agreement with MPI Solar for Solar Design

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-44
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF ADDENDUM TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR THE B-LINE TRAIL AND MULTIUSE PATH PROJECT

- 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 serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91 the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improve the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, the Project requires some environmental consulting for testing of soils and consulting on communication with the Indiana Department of Environmental Management, findings of the soil testing, and remediation, if necessary (“Additional Services”); and
- WHEREAS, the City and the RDC have an existing agreement with AECOM Technical Services, Inc. to provide such environmental consulting services to the Engineering Department; and
- WHEREAS, City staff negotiated an addendum to its agreement with AECOM for the Additional Services for a total amount not to exceed \$28,491.00 (“Addendum”); and
- WHEREAS, the Addendum is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.

2. The RDC approves of the Addendum and authorizes additional funding to cover the cost of environmental consulting services with AECOM in an amount not to exceed \$28,491.00, which shall be payable in accordance with the terms of the agreement.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. 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 prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR ENVIRONMENTAL SERVICES
WITH AECOM TECHNICAL SERVICES, INC.**

This Addendum supplements the Agreement for Consulting Services with AECOM Technical Services, Inc. (“Agreement”) for Environmental Services which was entered into on September 20, 2023, as follows:

1. **See Exhibit A Scope of Work**: Exhibit A of the Agreement describes the scope of work provided by AECOM Technical Services, Inc. Exhibit A is hereby amended to include the additional work required for the environmental consulting services at 613 North Adams Street, Bloomington B-Line Recreational Trail Expansion.
2. **Article 4. Compensation**: The not to exceed amount is hereby increased by \$28,491.00 to cover the additional cost for the services amended within Exhibit A. The revised not to exceed amount for the agreement shall be \$48,491.00.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

AECOM TECHNICAL SERVICES, INC.

Deb Hutton, President

Title:

Date

Date



AECOM
101 W Ohio Street, Suite 810
Indianapolis, IN 46204

May 3, 2024

Mr. Roy Aten
Senior Project Manager
City of Bloomington
Engineering Department
City Hall
401 North Morton Street
Bloomington, Indiana 47404
Via e-mail:
atenro@bloomington.in.gov

Proposal for Environmental Consulting Services
613 North Adams Street, Bloomington B-Line Recreational Trail Expansion
Internal Reference: OPP-1332699

Dear Mr. Aten:

AECOM Technical Services, Inc. (AECOM) presents this proposal to the City of Bloomington (the City) for professional services in support of soil characterization and material management strategies associated with buried debris encountered on the southern half of the property located on the northwest corner of North Adams Street and the CSX railroad crossing (613 N. Adams Street). This proposal is offered in response to your request made during our conversation on April 25, 2024 concerning excavated soil encountered at the above referenced property associated with the B-Line Trail expansion project. We understand that buried debris was discovered on the site during recent excavation activities. The City reports that the debris consists primarily of small metal pieces, hardware, etc. (consistent with known past land use as a scrap yard) and concrete rubble. The City has requested that AECOM provide the following.

- Limited soil sampling, analysis, and reporting to assess if there is evidence of a release(s) of chemicals to the environment from the buried debris.
- Identification and evaluation of potentially feasible methods for managing/disposing of the soil and debris, consistent with applicable rules, policy and guidance administered by the Indiana Department of Environmental Management (IDEM).
- Communications with Roy Aten and other City Stakeholders, including the City Redevelopment Commission and Department of Parks and Recreation, and with Indiana Department of Environmental Management (IDEM) regarding soil characterization findings and debris management options/recommendations.

HEALTH AND SAFETY

AECOM personnel will be qualified and trained to perform the proposed sampling activities. AECOM will prepare a site safe work plan addressing the proposed tasks, anticipated hazards, planned mitigation and safe work practices, contingency plans and emergency contact information.

It is assumed that field services will be performed under Level D safety precautions. Level D safety attire will consist of normal work clothes, hard hat, safety glasses, and steel toed boots, high visibility vest or clothing, and work gloves.

SCOPE OF WORK

Underground Utility Location

Prior to sampling AECOM will submit a dig ticket to Indiana 811 to have the public underground utilities marked in the area. Each sample location will be checked for private utilities with a soil probe before advancing the hand auger boring.

Limited Soil Sampling and Characterization

Soil samples will be collected from six locations and will be collected manually using a hand auger or soil sampling probe. The sample locations will be judgmentally selected based on visually stained soil or located near exposed surface metal debris within the southern half of the property. The boring at each location will be advanced to a depth no greater than 24 inches. Two samples will be collected into laboratory supplied containers at sample intervals ranging from 0 to 12 inches and 12 to 24 inches at each location. Any remaining soil will be placed back into the hand auger boring.

Soil samples collected for volatile organic compounds (VOCs) will be collected following Method 5035 using laboratory supplied Terra Core® kits or equivalent. Soil samples will be analyzed on a dry weight basis for VOCs, polycyclic aromatic hydrocarbons, and lead. In addition to the twelve investigative samples, the following quality control samples will be collected and analyzed: one duplicate, one rinsate blank, matrix-spike (MS) and matrix-spike duplicate (MSD). A trip blank containing certified organic free deionized water provided by the laboratory will accompany the sample containers throughout the sampling event and analyzed for VOCs. Laboratory services will be provided by Pace Analytical in Indianapolis, Indiana under direct contract with AECOM. Samples will be placed in a cooler with ice and under chain-of-custody will either be delivered to the laboratory by overnight courier or hand delivered by AECOM.

Soil samples from 0 to 12 inches will be analyzed on an expedited turnaround time of 6-9 business days. Samples obtained from 12 to 24 inches will be placed on hold pending the results of the surface samples from 0 to 12 inches. Should any of the shallower sample results exceed Risk-Based Closure Guide (R2) (NRPD_Waste-0046-R2, IDEM 2022) published levels, then the sample from 12 to 24 inches will be analyzed.

Prior to proceeding to the next sample location, all non-disposable sampling equipment will be dry brushed, sprayed with distilled water and allowed to dry between each sample location to prevent cross contamination. The distilled water will be captured in a five-gallon bucket and allowed to evaporate. One equipment rinsate blank will be collected and analyzed during the event to document the effectiveness of the decontamination process.

Evaluations of Soil and Debris Management And Disposition

Based in part on the soil analytical results, AECOM will identify and evaluate feasible methods to provide recommendations on how the City could manage the soil, consistent with applicable rules, policy and guidance administered by IDEM. The IDEM uncontaminated soil non-rule policy (Waste-0064-NPD-R1) will be followed to manage the soil. If the soil can remain in place, then IDEM will be engaged to determine if the agency will allow the debris to remain on site, or if it will have to be removed. If the soil cannot remain in place, then it will have to be removed for proper disposal.

Reporting

Within two weeks of receiving the analytical data from the laboratory, AECOM will prepare a draft letter report documenting the findings of the limited soil characterization efforts. The report will include a description of the sampling activities, discussion of the results with a comparison to R2 published levels and develop recommendations for the handling or reuse of the soil and debris. We will provide one draft report and one final

report, in "PDF" format, transmitted electronically. AECOM assumes that one round of consolidated comments from the City will be addressed on the draft report.

Communication

AECOM has included time to participate in the following communication/meetings related activities:

- Kick-off meeting with Mr. Aten.
- Weekly update meetings/correspondence to Mr. Aten via telephone or virtual meetings through the performance of this scope of work which is estimated to be 3-weeks.
- One meeting to discuss findings and recommendations with Mr. Aten.
- One meeting with the Indiana Department of Environmental Management (IDEM).
- One meeting with a broader City of Bloomington stakeholder group.

SCHEDULE

AECOM will begin performing the scope of work above upon receipt of written authorization to proceed / approval of this proposal by the City.

BUDGET

The total estimated cost to complete this scope of work is \$28,491. This estimate includes the laboratory 25% surcharge for expedited turnaround time of 6-9 business days for the soil analysis. AECOM offers to provide the environmental consulting services summarized herein on a time and materials basis under the exiting September 20, 2023 agreement between the City of Bloomington Redevelopment Commission and AECOM Technical Service, Inc. Authorization can be provided through a Purchase Order or by Authorization to Proceed notification letter.

ASSUMPTIONS

In preparation of this proposal, AECOM has made the following assumptions.

- Services performed by AECOM will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. AECOM will not independently verify information provided by others. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession. Therefore, AECOM will assume no liability for any loss resulting from errors or omissions arising from the use of inaccurate/incomplete information or misrepresentations made by others.
- Services will not include collection of additional analytical data.
- Travel will be limited to perform the field sampling activities at the Site and in person meetings within the City of Bloomington.
- Meetings and communication will be completed over the phone (Teams or similar). If meeting in person is preferred, meetings will occur within the City of Bloomington. Our proposal includes an initial 1-hour kick-off meeting with Mr. Aten, weekly communication with Mr. Aten over a 3-week period limited to 1-hour each, a 2-hour meeting to discuss findings and recommendations with

Mr. Aten, up to 3-hours of communication with the IDEM, and up to 3-hours of communication with other stakeholders with the City of Bloomington.

Thank you for the opportunity to support the City of Bloomington on the B-Line expansion project. We look forward to working with you.

Kind regards,

AECOM Technical Services, Inc.



Jeffrey Bryan, LPG
Regulatory Compliance
AECOM
(812) 322-3163
jeffrey.bryan@aecom.com



Wayne Lawrence, AVP
Operations Leadership Manager
AECOM
(513) 419-3469
wayne.lawrence@aecom.com

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.

To Be Completed by Requesting Party:

Project Name: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds² for right-of-way services and acquisitions, Additional federal funds¹ for construction in the amount of \$2,468,978.96 has been awarded to the project.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17, 2018

End Date: May 31, 2025

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³ Final amount of federal funds pending MPO approval.

Financial Information:

Estimated full cost of project:	\$5,084,371.95 \$5,112,862.95
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$2,891,581.27 ¹
Consolidated TIF	\$1,978,340.68² \$2,006,831.68

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	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$122,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$528,252.89	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$3,086,223.70 \$3,114,714.70	Apr 2023 – Dec 2024
6	Construction Engineering	\$257,410	Aug 2022 – Dec 2024

TIF District: Consolidated TIF (West 17th Street)

Resolution History:

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5
- Res. 23-22 – Approval of Tree Clearing Contract
- Res. 23-50 – Approval of CSX Agreement
- Res. 24-34 – Approval of Funding for Railroad Flagging
- Res. 24-44 – Approval of Environmental Services for AECOM**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

³ ~~Final amount of federal funds pending MPO approval.~~

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
AECOM Technical Services, Inc.**

This Agreement, entered into on this ^{gh}20 day of September, 2023, by and between the City of Bloomington and its Redevelopment Commission (the "City"), and AECOM Technical Services, Inc. ("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 advise on environmental matters related to site assessment, cleanup, and redevelopment 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. **In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.**

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 as soon as reasonably possible but not later than ~~December 31, 2024~~, unless the parties mutually agree to an alternative 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, Deputy Mayor Larry Allen 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"). Consultant's Services delivered by Consultant under this Agreement shall 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 Thousand Dollars and No Cents (**\$20,000.00**). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the staff category hourly Billing Rates as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Colleen Newbill
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 December 31, 2024. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties or due to a force majeure event.

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 provided Consultant is paid for all undisputed aspects of work.

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 AECOM Technical Services, Inc. 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 provided Consultant is paid for all undisputed aspects of the work. 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 to the extent arising out of the Consultant's breach of this Agreement or occasioned by the negligent performance of any provision of this Agreement, including, but not limited to, any negligent act or failure to act or any willful 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 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 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 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 department head in charge of the grant and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 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: Colleen Newbill
401 N. Morton, Suite 220
Bloomington, IN 47404

Consultant:

AECOM Technology Services, Inc.
2450 South Tibbs Avenue
Attn: Jeffrey P. Nelson
Indianapolis, IN 43241
Jeffrey.nelson@aecom.com

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.

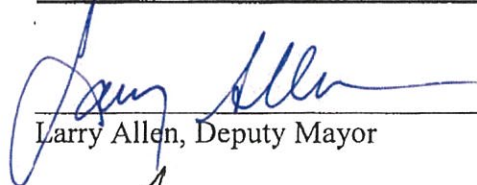
Article 24. Integration and Modification

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.

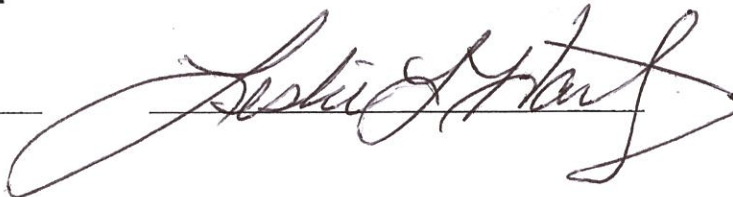
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

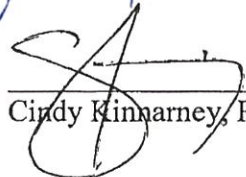
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

AECOM Technical Services, Inc.



Larry Allen, Deputy Mayor





Cindy Kinnarney, RDC President

EXHIBIT A
“Scope of Work”

SEE ATTACHED.

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

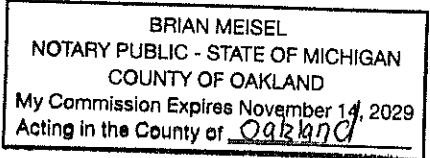
1. The undersigned is the Associate Vice President of AECOM.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide 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.

Leslie L. Hartig
Signature
Leslie L. Hartig
Printed Name

STATE OF Michigan)
)SS:
COUNTY OF Oakland)

Before me, a Notary Public in and for said County and State, personally appeared Leslie L. Hartig and acknowledged the execution of the foregoing this 20th day of September, 2023.

Brian Meisel
Notary Public's Signature
Brian Meisel
Printed Name of Notary Public



My Commission Expires: 11-14-2029
County of Residence: Oakland
Commission Number: _____



CONTRACT COVER MEMORANDUM

TO: Mayor John Hamilton; Controller Jeffrey Underwood
 FROM: Andrew Cibor, Director, Engineering
 DATE: September 1, 2023
 RE: Services Agreement with AECOM Technical Services, Inc. for Hopewell Environmental Consulting Services

Contract Recipient/Vendor Name:	AECOM Technical Services, Inc. (AECOM)
Department Head Initials of Approval:	
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Andrew Cibor, Roy Aten
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Heather Lacy
Record Destruction Date: <i>(Legal to fill in)</i>	January 1, 2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-459
Due Date For Signature:	ASAP
Expiration Date of Contract:	~December 31, 2024
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	NTE \$20,000
Funding Source:	439-15-159001-53990 Consolidated TIF (Adams Crossing)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract: Agreement for AECOM to provide environmental consulting services for the Hopewell Neighborhood redevelopment.